

**IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE  
IN THE SMALL CLAIM COURT  
NO. 9, TORO LGA, BAUCHI STATE  
SUIT NO. SCC/TR/001/2026**

**BEFORE HIS WORSHIP AMINU UMAR**

**TODAY THE 25<sup>TH</sup> FEBRUARY, 2026**

**BETWEEN:**

**KABIRU IBRAHIM .....CLAIMANT**

**VS**

**KAMAL IBRAHIM .....DEFENDANT**

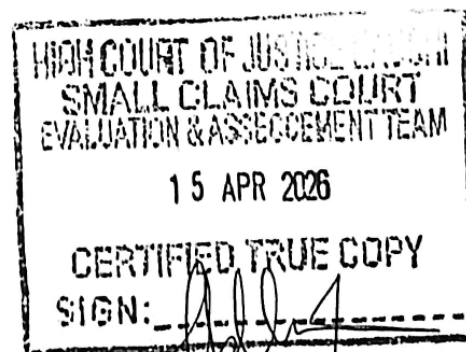
**JUDGEMENT**

The suit is for the repayment of One Million Seven Thousand Two Hundred and Fifty Naira arising from a transaction between the claimant and the defendant filed on the 16 February, 2026.

The claimant cases is that he advance One Million Seven Thousand Two Hundred and Fifty Naira to the defendant for a mining business of a tin but the defendant failed to repay the money.

The defendant in the course of proceedings admitted liability. And also wrote a letter of undertaking that he will repay the money on installment payment.

That the claimant when asked by the court as to the position he confirm to the position and also pray to the court to take the written undertaken by the dependant and sign by both parties as a consent judgment.



The court formulate and issue thus, “whether a claimant is in titled to judgment solely based on the admission of the dependant or further prove is require”.

The law is settled that a “fact admitted need not be proved”.

However, the court is also guided by the principle that; “a plaintiff must succeed on the strength of his case”.

The court refers to the case of OKPOKAM Vs TREASURY GALLERY LTD (2017) LPELR – 42809 (CA) “that the Claimant must succeed on the strength of his own case and must adduce credible evidence even where the defense is weak”

So the court hold.

In this case the claimant was able to establish his case through two witnesses and the written undertaken agreement between the parties.

Accordingly, consent judgment is here by entered in favor of the claimant as per the written undertaken by the parties.

