

IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE OF NIGERIA
IN THE SMALL CLAIMS COURT NO. 1 OF BAUCHI STATE

HOLDEN AT BAUCHI.

ON TUESDAY THE 24TH DAY OF MARCH, 2026

BEFORE HIS HONOUR

ABDULMUMINI ADAMU ESQ.

PRINCIPAL DISTRICT JUDGE I.

COURT CLEARK:

ABDULSALAM ABDULLAHI

CLAIM NO: SCCBH/180/2025

BETWEEN:

LOSA AUGUSTINE ABIODUN CLAIMANT

AND

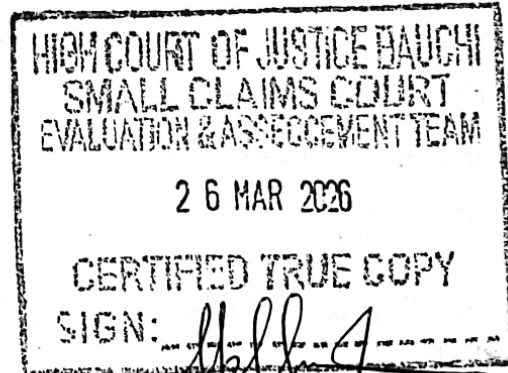
UMAR AHMED DEFENDANT

Claimant: present

Defendant: absent

Appearance:

M. C. Orlu Esq., : for the claimant.



JUDGMENT

BRIEF FACTS OF THE CASE

The claimant in this suit filed a claim against the defendant for the sum of **Three Hundred and Fourty Thousand Naira (N 340,000:00) only**. The claimant particulars of claim stated the said sum was debt for NECO registration fees, statement of result scratch card and collection of certificate. The defendant was duly served with the Letter of Demand as provided in Form SCA 1 on 02nd December, 2025. There was no respond from the defendant which led to the service of Complaint and Summons as provided in Form SCA 2 and 3 respectively which were duly served on the defendant on the 11th day of December, 2026. The defendant filled and filed the requisite Form of Admission, Defence and Counter Claim as provided in Form SCA 5 dated 17th day of December, 2025. The defendant admitted for the sum of **Two Hundred and Eighty Thousand Naira (N 280,000:00)**. However, the defendant denied claimant's claim for the sum **Eighty Thousand Naira (N 80,000:00) only**. This Honourable Court entered a summary judgement in favour of the claimant with regard to the admitted claim on the 22nd day of December, 2025. The defendant applied for payment of judgment sum by monthly instalments of **Fifty Thousand Naira (N 50,000:00) only**. This Honourable Court ruled that the defendant shall be paying the monthly instalment of **Seventy Thousand Naira (N 70,000:00) only**.

The matter proceeded to hearing for the disputed sum, the claimant presented himself as sole witness in support of his claim. The defendant also testified the sole defence witness, hence this judgment.

THE EVIDENCE LED BY THE CLAIMANT AND THE APPLICABLE LAW .

The learned counsel for the claimant *M.C. Orlu Esq.*, led the claimant as the sole witness in this matter. The claimant testified to the effect that he is the owner of a private school of Harvardth International. The defendant approached him in the year

2023 for the NECO registration of himself and two of his children. The sum of **One Hundred and Twenty Thousand Naira (N 120,000:00) only** was agreed per person. The total sum for all the registrations fees stand at the sum of **Three Hundred and Sixty Thousand Naira (N 360,000:00) only**. The defendant only paid the sum of **Eighty Thousand Naira (N 80,000:00) only** as part of the registrations fees leaving the outstanding debt of **Two Hundred and Eighty Thousand Naira (N 280,000:00) only**. The examination was written in July, 2024.

In November, 2025, the defendant approached that he needed his certificate haven gotten a new job. The claimant requested for his outstanding debt, NECO scratch card and fees for the certificate. The claimant also stated that the sum of **Twenty Thousand Naira (N 20,000:00) only** per candidate was required to cater for additional expenses. The total sum reached **Three Hundred and Fourty Thousand Naira (N 340,000:00) only**. The defendant agreed with the amount, they executed a written agreement to the effect and the defendant deposited his laptop as collateral for the debt. The defendant initially made a written agreement for the sum of **Two Hundred and Eighty Thousand Naira (N 280,000:00) only**. The defendant raised an observation for excluding the additional expenses for the sum of **Sixty Thousand Naira (N 60,000:00) only**. The defendant executed another agreement for the sum of **Three Hundred and Fourty Thousand Naira (N 340,000:00) only**. Both documents were dated 28th day of October, 2025 and received in evidence, levelled and marked as exhibit "A" and "B" respectively.

Under cross examination, this witness stated that he charged the defendant for each of the candidate the sum of **One Hundred and Twenty Thousand Naira (N 120,000:00) only**. The total sum for all the registrations fees for the three candidates is the sum of **Three Hundred and Sixty Thousand Naira (N 360,000:00) only**. The defendant only paid the sum of **Eighty Thousand Naira (N 80,000:00) only** as part of the registrations fees. The sum of **Two Hundred and Eighty Thousand Naira (N 280,000:00) only** is now the debt on the defendant. He did not issue any payment receipt to the defendant. He charged internal candidate the sum of **Seventy**

Thousand Naira (N 70,000:00) only. He informed the defendant that there would be additional sum for collection of statement of result, scratch card and certificate. Each candidate would pay **Seventeen Thousand Naira (N 17,000:00) only** for the collection of result. The sum of **Three Thousand Naira (N 3,000:00) only** is for the scratch card. The defendant deposited the lap top as collateral for the debt. The claimant still retained the result of Adam Ibrahim Jalo and Hadiza Ibrahim Jalo who are children to the defendant.

THE EVIDENCE LED BY THE DEFENDANT.

The defendant testified to the effect that he approached the claimant for the NECO registration of himself and two of his children. The sum of **One Hundred and Twenty Thousand Naira (N 120,000:00) only** was agreed as the registration fee per person and to cover for all expenses. He made an instant payment of **Eighty Thousand Naira (N 80,000:00) only.** He made further payments of **Thirty Thousand Naira (N 30,000:00) only** and **Fifty Thousand Naira (N 50,000:00) only.** They all sat and passed for the examinations. When he needed his result, he approached the claimant. The claimant informed him that he only paid the sum of **Eighty Thousand Naira (N 80,000:00) only.** The claimant forgot to consider the two subsequent payments he made. I tried to remind the claimant and convince him but all efforts proved abortive. He had no option than to concede that he would pay the outstanding balance of the sum of **Two Hundred and Eighty Thousand Naira (N 280,000:00) only.** He requested the release of his result to enable him to conclude verification process. The claimant refused to release his result to him. He gave his lap top computer as collateral to get his result. The claimant requested him to execute undertaking which he did. The claimant said that the amount was not the sum of **Two Hundred and Eighty Thousand Naira (N 280,000:00) only** but rather the sum of **Three Hundred and Fourty Thousand Naira (N 340,000:00) only.** The new figure was not mentioned before that day throughout all conversations. He demanded explanation from the claimant. The claimant informed him that each candidate would

pay **Seventeen Thousand Naira (N 17,000:00) only** for the collection of result. He reminded the claimant that he cannot change the agreement they made in the past. The claimant was taking undue advantage of his pressing need of the result. He executed the second undertaking under duress for the sum **Three Hundred and Fourty Thousand Naira (N 340,000:00) only**. He went to the claimant's office and requested to see his lap top and results before making a transfer for the sum of **Two Hundred and Eighty Thousand Naira (N 280,000:00) only**. The claimant refused to present the lap top and the results.

Under cross examination, this witness stated that he was not aware that registration fee is different from other fees payable at a point of collection of result. Exhibits "A" and "B" are his hand writings. He made undertaking to pay for the sum of **Three Hundred and Fourty Thousand Naira (N 340,000:00) only** but he explained the circumstance.

THE APPLICABLE LAW .

I have carefully considered the content of the Letter of Demand, the complaint and summons filed in this suit as provided in Form SCA 1, 2 and SCA 3 respectively. I also considered the evidence adduced by both parties in this matter. The learned counsel to the defendant was given the opportunity to file his final written address but he failed to do so. This Honourable Court foreclosed the chance given to him on the ground that fair hearing required that a party shall be given an opportunity. However, where a party fails to make use of the opportunity, the court would not wait for him indefinitely as there should an end to any litigation. The learned counsel for the claimant filed a written address and submitted two issues for the determination of this Honourable Court. It is the opinion of this Honourable Court that is a sole issue for determination in this suit and thereby adopted the claimant's first issue as follow:

"Whether the claimant has proved his case on the balance of probabilities and preponderance of evidence and is entitled to his claims before this Honourable Court".

The position of the law is trite as rightly submitted by the learned counsel for the claimant that civil matters are generally decided on the preponderance of evidence. The learned counsel for the claimant cited the case of *Eya v Olapade* (2011) ALL FWLR (Part 584) Page 28 at 48 Paras F-G.

The Supreme Court of Nigeria defined the term “liquidated money demand or liquidated sum” in the case of *Akpan v Akwa Ibom Property & Investment Company Ltd.*, (2013) LPELR-20753 (SC), (2013) 12 NWLR (Part 1368) 377 at 400 as follows:

Liquidated money demand or liquidated sum means a debt or other specific sum of money usually due and payable, which amount must have already been ascertained or capable of being ascertained as a mere matter of arithmetic without any other further investigation. Therefore, whenever the amount being claimed by the claimant can be ascertained by calculation or fixed by any scale of charges or other positive data, it is said to be liquidated.

The learned counsel to the claimant argued and submitted that from the totality of the evidence adduced by both parties as witnesses and the documentary exhibits “A” and “B” the claimant proved his case as required by the law. She argued that the defendant argued that he executed exhibit “B” under duress. She referred this Honourable Court to the case of *C.C.C. Thrift Credit Society v Ekpo* (2001) 17 NWLR (Part 743) 649 at 675, Paras G-H, The Court of Appeal held thus:

“Duress is any unlawful threat or coercion used by a person to induce another to act or refrain from acting in a manner he otherwise could not or would. It means subjecting a person to improper pressure which overcomes his will and coerces him to comply with a demand to which he would not yield if acting as free agent”

It was also held in the case of *S.P.D.C.N Ltd., v Nwawka* (2003) 6 NWLR (Part 815) 184 at 210, Paras C-D, the Supreme Court of Nigeria held as follows:

“Where a party alleges duress in relation to an agreement, he must plead necessary averments, to wit: (a) consent; (b) the nature of the threat or pressure that his claimed amounted to duress; and (c) the fact that that consent was obtained under the pressure and by compulsion. The basis of duress rests on the pressure rather than an absence of consent. ”

The learned counsel for the claimant submitted that there was no duress in the instance suit. The defendant went back to the claimant when he needed the certificate after several demands of the said money from the defendant were not honoured. The defendant cannot turn back and say he was under pressure when he wrote the undertaking as exhibit “B”.

The learned counsel for the claimant urged this Honourable Court to hold that the claimant has proved his case on the preponderance of evidence and balance of probabilities as required by law.

FINDINGS AND DECISION

On the whole, it is the finding of this Honourable Court that the parties in suit entered into the agreement for the registrations fees of NECO at the total sum of **Three Hundred and Sixty Thousand Naira (N 360,000:00) only**. The defendant only paid the sum of Eighty Thousand Naira (N 80,000:00) only.

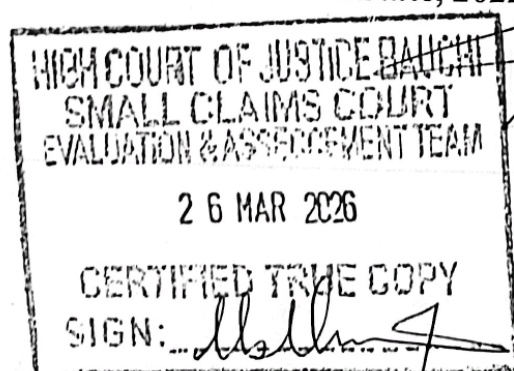
There was no clear evidence that the parties have agreed that such agreed amount initially agreed upon by the parties also include other expenses for the collection of result and certificates. The evidence presented by the claimant is to the effect that they agreed for only registrations fees excluding other expenses. On the contrary, the defendant stated otherwise. I carefully observed the demeanour of both parties while testifying as witnesses. The defendant claimed to have paid two instalments of **Thirty Thousand Naira (N 30,000:00) only** and **Fifty Thousand Naira (N 50,000:00) only**. He stated the claimant disputed such payment, he tried to convince the claimant but it was not successful. He later agreed with the amount stated by the claimant. The defendant never take any right or legal steps to address the issue, this piece of

evidence is to the effect that the defendant failed to do the right thing at the right time and thereby effecting the credibility of his testimony. Additionally, by the content of exhibit "B" the defendant had agreed to the additional sum of **Sixty Thousand Naira (N 60,000:00) only** as additional expenses. The defendant ought to have settled the debt long ago and collected his result not until it was required as a necessity. This Honourable Court do not agreed that exhibit "B" was executed under duress in the circumstance of this suit. The evidence presented by the claimant appears to be more convincing that additional fees for collection of result and certificate were not part of their initial agreement and I so hold.

In the light of the judicial authority cited above in the case of *Akpan v Akwa Ibom Property & Investment Company Ltd.,(supra)* the nature of the claimant's claim is for liquidated sum of money and I so hold. The claimant has established his claim on the preponderance of evidence as required by law and therefore entitled to the judgment of this Honourable Court. This Honourable Court hereby entered a judgment in favour of the claimant with the following orders:

1. The defendant shall pay the claimant the sum of **Sixty Thousand Naira (N 60,000:00) only** being the additional expenses for the collection of result, scratch card and certificate now a debt as contained in exhibit "B".
2. The defendant shall pay the claimant the sum of **Two Thousand Five Hundred Naira (N 2,500:00)** as cost of filing this suit as contained in the official receipt.
3. The defendant shall pay the claimant the sum of **Thirty Thousand Naira (N 30,000:00)** as cost of this action against the sum of **Fifty Thousand Naira (N 50,000:00) only** as demanded in the Summons as provided in Form SCA 3.

There is right to appeal to High Court of Justice of Bauchi State within 14 days by any of the aggrieved party as provided in **Article 14 (2) of the Practice Direction on Small Claims Court No. 2 of Bauchi State, 2022.**



Abdulumuni Adamu Esq.,

24/03/2026