

IN THE DISTRICT COURT OF BAUCHI STATE
(SMALL CLAIMS COURT)
HOLDEN AT BAUCHI

BEFORE HIS WORSHIP GARBA ABDULLAHI

SUIT NO SCC/BH/11/2023

BETWEEN

PREMIUM MICRO COMPANYCLAIMANT

AND

BINTA ABDULLAHI.....DEFENDANT

JUDGEMENT DELIVERED ON 15/06/2023

Claimant – present in court speaks Hausa Language

Defendant – present in court speaks Hausa Language

Abdussalam Abdullahi - Affirmed



INTRODUCTION

This case has been initiated in line with article 2 of practice directions on small claims court NO. 2 of Bauchi state 2022, where the claimant cause a letter of demand as in form SCA 1 be given to defendant, thereafter summons were issued and served on the defendant as in form SCA 3 in accordance to Article 2 (3) by the bailiff of this court in accordance to Article 5 (2). The affidavit of services in form SCA 6 dated 16/6/23 has been deposed to by the bailiff of this Hon. court

BRIEF FACTS OF THE CASE

The claimant ever that he bought a food items to the defendant worth N 90,000.00 only as loan with interest of N27,000.00 only on condition that she will upset the loan in 12 weeks by paying the sum of N8,775.00 very week up to the final liquidation of the said loan and interest, but she only paid the sum of N37,000,00

only now there is outstanding balance of N68,300.00 urged the court to order the defendant to pay the said remaining balance with N5,500.00 only as cost of this action and N2,500.00 only as damages

Defendant denied liability, consequent upon which the claimant opens his case, and called 2 witnesses thereafter closed his case. The defendant in his effort to defend himself called two witnesses and closed his defense

CW 1 in person of Abubakar Yahaya Buba testify to the effect that, he is a staff of the claimant and bough a food stuff to the defendant worth N90,000.00 only as loan on condition that she will upset the said loan with an interest of N27,000.00 only in 12 weeks, through installment payment of N8,775.00 per week, now she paid the sum of N37,000.00 only remaining the outstanding balance of N68,300.00 only, a document commodity financing form has been admitted in evidence and marked as exh. "A"

CW 1 further informed this Hon. Court that he gave the said amount of N90,000.00 only to one Huzaifa Dahiru to go and buy the food items to the defendant being an agent to the claimant

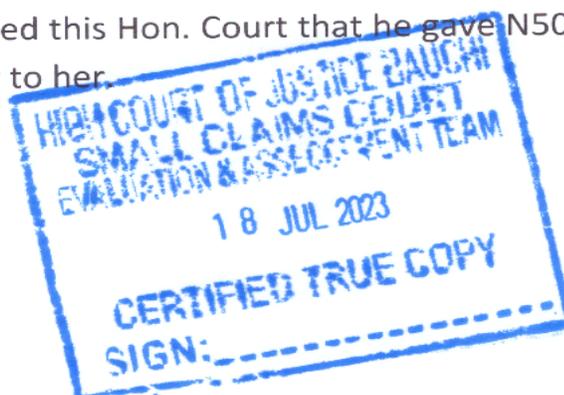
Urged the court to enter judgment against the defendant and grant all his reliefs

During cross examination CW 1 told this Hon. Court that he gave the said N90,000.000 only to Huzaifa Dahiru to go and buy the said food stuffs to defendant

CW 2 in person of Huzaifa Dahiru Affirmed and told this Hon. Court that, defendant apply for a loan of N90,000.00 only from the claimant and the claimant gave him the sum of N90,000.00 only to go and bought food stuffs to the defendant, he gave the said amount of money to the defendant co wife to give her because she was not around

He further told this Hon. Court that he gave the sum of ninety thousand to one Evelyn Bulus and she gave the defendant co wife the sum of N50,000.00 only

During cross examination CW 2 informed this Hon. Court that he gave N50,000.00 only to the defendant co wife to give it to her.



No re examination conducted

thereafter the claimant closes his case and the case was adjourn to 22/6/23 for defense

on 22/6/23 the defendant testifies in her case as DW 1 where she told this Hon, court that, has applied for the loan of N90,000.00 only and she was given the sum of N50,000.000 only and he were able to remit te sum of N45,000.00 only now remaining balance of N15,000.00 only including the interest.

She further testifies to the effect that she has been given money instead of food stuff

During cross examination he told this Hon. Court that, CW1 is the one that proposed to give the money to Huzaifa Dahiru, and she don't know how much she will be paid as interest she just collect the money

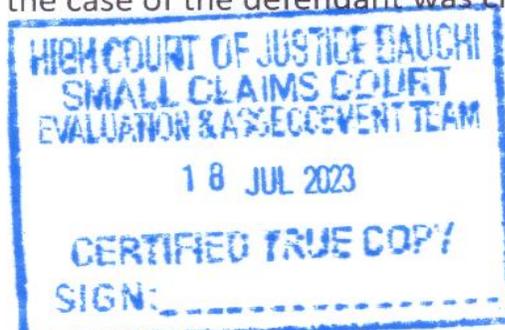
DW 2 in person of Aisha Abdullahi testify to the effect that defendant was not around when Huzaifa Dahiru brought the sum of N50,000.00 only, they came together with Evelyn Bulus a staff of the claimant and she is the one that gave her the said amount of money to deliver it to defendant and she did so, but the defendant said what she applied is not N50,000.000 but is N90,000.00 only then they went to the claimant and requested him to call Huzaifa Dahiru and confirm it but he said his phone number was not going.

She further told this Hon. Court that she paid the sum of N35,000.00 only to the claimant agent Huzaifa Dahiru and N10,000.00 only to the claimant account Number making the total sum of N45,000.00 only, for 9 weeks now remaining balance for 3 weeks I e N15,000.00 only unpaid to complete the entire transaction.

During cross examination DW 2 said when Evelyn Bulus gave her the sum of N50,000.00 only she asked her about the remaining balance of N40,000.00 she replied that she will bring it later.

No re examination conducted, thereafter the case of the defendant was close

Decision of the court



Having gone through the evidence place before the court by both parties and after taken into consideration the facts and circumstances of this case this Hon. Court formulate lone issue for determination thus; -

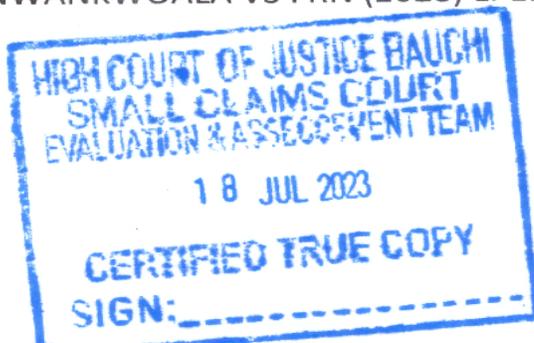
‘whether the claimant has proof his case to the balance of probability to entitle him to judgment’

It is settled law that for a claimant to succeed he must proof his case by preponderance of evidence toward cogent and credible evidence in support of his claim or relief sought, therefore the claimant is expected to succeed by the strength of his case not the weakness of the defendant I refer myself to the case of ROSE MARY ONWUSOR VS YAHI MAINA & ORS (2021) LPELR -11919 C A

It is in evidence that, defendant has applied for the loan of N90,000.000 only from the claimant as disclosed in the testimony of PW 1 and the content of Exh “A” (commodity financing form) before the court, it is also in evidence that the defendant received the sum of N50,000.00 only from one Huzaifa Dahiru an agent to the claimant out of the said N90,000.00 apply by the defendant, that piece of evidence has not been discredited or controverted during cross examination and I so hold.

It is beyond argument that the defendant has paid the sum of N45,000.000 only remaining the sum of N15,000.00 only as outstanding balance including interest as contain in the testimony of DW1 & DW2 respectively.

CW 1 stated in his particulars of claim as well as his testimony that he bought a food items to the defendant worth N90,000.000 only while the testimony of CW 2 an agent to the claimant disclosed that he gave the sum of N50,000.00 only to the defendant as loan not the food items. this disclosed clear contradiction, because the evidence of CW 1 IS INCOSITENT WITH THAT OF CW 2, the law is trite that a discrepancy may occurs when a piece of evidence stops short of, or contains a little more than what the other evidence says or contain some minor differences I refer myself to the case of NWANKWOALA VS FRN (2028) LPELR -43891 (SC)



However, the said discrepancies will not in any way be detriment to the case of the claimant as to whether the defendant has collected the loan from him, but as to the amount collected

In the light of the above evidence of CW1, nCW2, DW1, and DW2 it is my humble view that defendant only collected the sum of N50,000.00 only from the claimant on condition that she will upset the loan with an interest of N15,000.00 only and she were able to repaid the sum of N45,000.00 only in 7 weeks remaining the outstanding balance of N15,000.00 unpaid and I so hold,

For the N90,000.000 claim by the claimant, there is nothing before the court to show that the defendant has collected the said amount, therefore, I resolve the lone issue formulated in favor of the plaintiff to the effect that he proof by preponderance of evidence that defendant has collected the loan of N50,900.00 from him and failed to upset the entire loan as agreed, now remaining outstanding debt of N15,000,00 only including interest.

Therefore, judgment is hereby enter against the defendant and the following order are hereby made; -

An order against the defendant to pay the remaining balance of N15,000.00 only with interest to the claimant

An order against the defendant to pay the sum of N5,500.00 as cost of this action and N2500,00 only as damages to the claimant

This case is decided today being 6/7/23 there is right of appeal to High Court Bauchi within 14 days by the aggrieved party

