

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

BEFORE HIS WORSHIP GARBA ABDULLAHI

SUIT NO SCC/BH/10/2023

BETWEEN

PREMIUM MICRO COMPANYCLAIMANT

AND

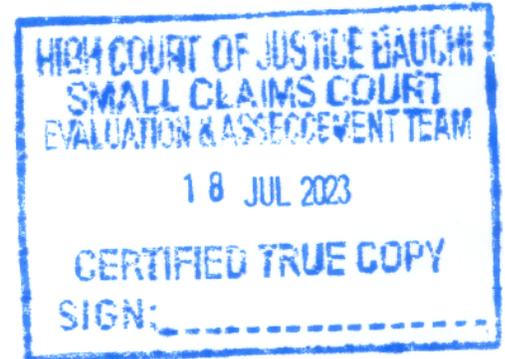
COMFORT JOHN.....DEFENDANT

JUDGEMENT DELIVERED ON 15/06/2023

Claimant – present in court Speaks Hausa Language

Defendant – present in court speaks Hausa language

AbULSALAM 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), 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 stated that he bought a women wear to the defendant on 31/1/23 at the cost of N60,000.00 only as loan on conditions that, defendant will pay N18,000.00 only as interest, the will be paid in 12 weeks by installment payment, but the defendant paid N45,900.00 only remaining the outstanding balance of N24,300.00 only urged the court to enter judgment against the defendant and order her to pay the remaining balance, the sum of N5,500.00 only as cost of this

action and N2,500.00 only as damages. In his effort to proof his case he called 2 witnesses and tender two exh. Marked as exh. "A" & "B" respectively and thereafter close his case while the defendant testify in her case as DW 1 and close her case

CW 1 testify to the effect that, he bought a women wear to the defendant at the cost of N60,000.00 only as loan on conditions that she will upset the loan with an interest of N18,000.000 only in 12 weeks by installment payment, she started the payment now stop with outstanding balance of N24,300.000 only unpaid.

He also told this Hon. Court that the defendant has apply for the loan by filling Exh. "A" (commodity financing form) and deposited her National I D Card as collateral (security), therefore urged the court to enter judgment against the defendant and award cost of this action the sum of N 5,500.00 only and N2500.00 as damages against the defendant

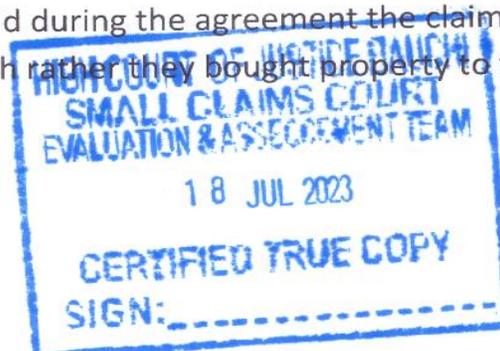
During cross examination CW 1 told this Hon court that he gave the sum of N60,000.00 only as loan to defendant N20,000.000 cash through her bank account and he gave N40,000.000 only to one Huzaifa Dahiru to give her and he did so

CW 2 in person of Huzaifa Dahiru affirmed and told this Hon. Court that he knew the defendant has fill the form for loan of N60,000.00 only, the claimant gave the sum of N20,000.000 only through bank transfer and he gave her the sum of N16,000.000 only, but he gave her neighbor one Evelyn Bulus the sum of N24,000.00 to deliver it to defendant

During cross examination he told the court that defendant has called and stated that Evelyn did not give that amount

In her defense DW 1 told this Hon court that she collected the sum of N36,000.00 only as loan from the claimant, N20,000 cash from the claimant and N16,000 from the agent of the company one Huzaifa Dahiru and she was able to pay the sum of N46,000 only to the claimant including interest

During cross examination he said during the agreement the claimant informed her that, they don't give money cash rather they bought property to the applicant and



when the money was not completed she talk to the agent of the claimant and he replied that, later he will complete the money

She further informed this Hon. Court, she knows that the interest of the loan is N10,000.00 because CW 1 show her at the back of their file.

After hearing all the submission and argument of both parties as well as the evidence placed before the court and the exhibit tendered by the claimants this Hon. Court formulate lone issue for determination thus

‘WETHER THE CLAIMANT HAS PROOF HIS CASE BY PREPONDERANCE OF EVIDENCE TO ENTITLE HIM TO JUDGMENT’

By law the claimant duty to proof his claim, remains inviolate, whether or not the case is defended by the defendant and the claimant is expected to succeed on the strength of his case not the weakness of the defendant, therefore claimant must proof his case to the balance of probabilities I refer myself to the case of LONGE VS C B N (2006)3 NWLR (PT967) 228 ITAUMA VS AKPA-IME (2000) 7 SC (PT 11)24, and IMAM VS SHERIFF (2005)4 NWLR (PT 914)80

It is in evident before this court that the claimant has given the loan of N36,000 only to the defendant, N20,000 through her account and N16,000 only through his agent Huzaifa Dahiru (CW2) on condition that she will repay in 12 weeks, that piece of evidence has not been contradicted or controverted during cross examination I refer myself to the testimony of CW 2 and that of DW 1

Though Exh ‘A’ indicate that the defendant has alia apply for the loan of N60,000 only but there is no evidence what so ever indicate that the defendant has collected the said amount from the claimant.

CW 1 stated clearly in his evidence that the defendant has collected the loan of N60,00.00 from the claimant but during cross examination he said the only transferred the sum of N20,000 to the defendant bank account and he gave the remaining balance to PW 2 to deliver it to the defendant

CW 2 informed this Hon court that he only gave defendant the sum of N16,000 only on the date she received the alert of N20,000 from the claimant



Therefore, it is apparent that what has been given to the defendant as loan is the sum of N36,000 only by the claimant and I so hold.

It is also recorded by this court that the defendant has able to repay the sum of N45, 000 only to the claimant for the loan and interest accrued that piece of evidence is unshaken during cross examination.

Therefore in the light of the above I hereby resolved the lone issue for determination in favor of the defendant as the claimant evidence is not strong to enable him obtain the judgment of this court in other word failed to prove his case to the balance of probability and I so hold.

On the whole I hereby enter judgment against the claimant and this case is hereby dismissed.

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

