

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

BEFORE HIS WORSHIP GARBA ABDULLAHI

SUIT NO SCC/BH/12/2023

BETWEEN

PREMIUM MICRO COMPANYCLAIMANT

AND

HAUWA MUHAMMED.....DEFENDANT

JUDGMENT DELIVERED ON 15/06/2023

Claimant – present in court SPEAKS Hausa Language

Defendant – present in court speaks Hausa Language

Abdulsalam 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). 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 aver that on 12 /1/22 he bought a food items worth N100,000.00 only as loan to defendant on conditions that she will upset the loan with interest of N30,000 within 12 weeks by installment payment I e the sum of N9,750.00 every week up to the final liquidation of the loan, but she only paid the sum of N43,500 only remaining the balance of N73,500 only, urged the court to enter judgment

against the defendant and award the sum of N5,500 as cost of this action & N2500 only as damages, In his effort to proof his case he called two witnesses and tender two document before the court I e Exh. "A" and "B" respectively and close his case the defendant in her effort to defend herself called two witnesses and closed her defense.

CW 1 in person of Abubakar Yahaya Buba a manager to the Claimant told this Hon. Court in his testimony that on 12/1/2023 defendant has collected the sum of N100,000 only as a loan from the claimant on conditions that she will upset the loan in 12 weeks with an interest of N30,000. Only, but she only repays the sum of N43,500 only remaining the outstanding balance of N73,500 only unpaid, he tendered two document before the court I e commodity financing form and the defendant voters card which were duly admitted and marked as exh. 'A' & 'B' respectively

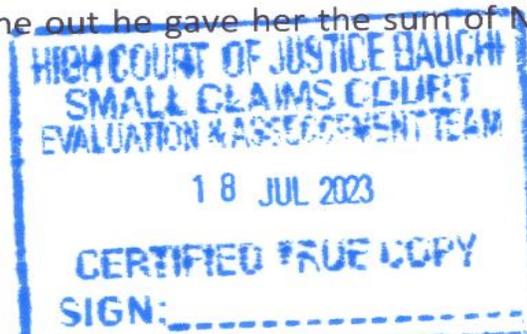
During cross examination, CW 1 said he gave the money to Huzaifa Dahiru to give the defendant

CW 2 in person of Huzaifa Dahiru an agent to the claimant told this Hon. Court that, defendant came to the company and apply for the loan of N100,000 only, the said amount of money was given to him as an agent of the claimant to go and buy the food stuffs to defendant, but one Evelyn Bulus being a staff of the claimant came and collected the sum of N50,000 out of the said amount and gave the defendant the remaining balance of N50.000 only

During cross examination he told this Hon. Court that he gave N50,000 to the defendant, he has collected the what defendant remitted to the claimant the sum of N 5000 weekly from the defendant

No re examination conducted

DW 1 the defendant herself testify to the effect that she applied for the loan of N100,000 from the claimant and she signed the commodity financing form, the manager of the claimant connected her with HUZAIFA DAHIRI (CW2) to go and buy food stuffs for her, when they came out he gave her the sum of N50,000 only in



present of Aisha Abdullahi and she started repaying the loan through the said Aisha and she remitted it to the claimant.

She also told this court that she gave Huzaifa the sum of N35,000 for the period of 7 weeks and the sum of N10,000 to Aisha for the period of two weeks where she takes it to the claimant making N45,000.000 only, thereafter Huzaifa stop to come.

During cross examination she told this court that being an

agent to the claimants he gave AISHA the sum of N50,000 to give same to the defendant and Aisha did so.

DW 2 in person of AISHA Abdullahi testify to the effect that, they went to the claimant to collect the loan the sum of N100,000 only, as they went there Huzaifa came with the money N100.000 and gave it to one Evelyn Bulus a staff of the claimant and she gave N50,00 only to the defendant in her present, Huzafa said she should collected it as next time the sum of N100.000 will be approved and given to her, Huzaifa came and collected the sum of N10,000 for two weeks and later own continue coming to collect the remaining balance weekly as time goes on the defendant told her that Huzaifa stop coming

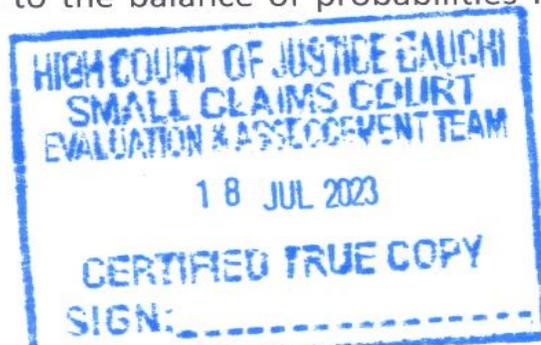
No cross examination was conducted by the claimant

DECISION OF COURT

After hearing all the submission and argument t 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 own case not on 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 evidence that the agent to the claimant I e CW 2 testify to the effect that the sum of N50,000 was given to the defendant out of the N100,000 apply by the defendant in presence of one Aisha Abdullahi (Dw2) and the defendant admitted in his testimony which has been corroborated the testimony of DW 2.

The law is settled that admitted facts need not further proof, once the defendant admit any part of the claimant claim the court will be left with no option rather to enter judgment in respect of that part of the claim admitted, I refer myself to section 123 of the Evidence Act 2011 as amended and the case of MR KWASI KARI KARI ADUSEI & ANOR VS MR TOYIN ADEBAYO (2012) LPELR-7844 SC.

In view of that I am convinced that the defendant has collected the loan N50,000 from the claimant, and repaid the sum of N45,000 out of the principal amount, remaining the outstanding balance of N5000 and N 15,000 interest making N20,000 unpaid

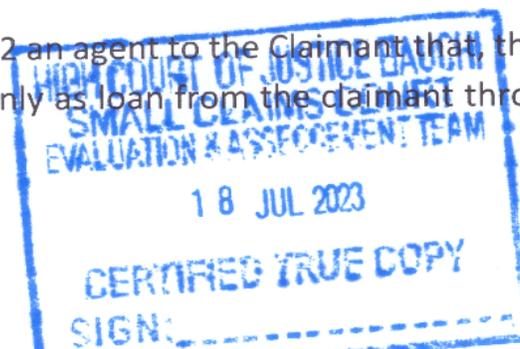
therefore, and I hereby enter judgment against defendant and make the following orders; -

1. An order against the defendant to pay the outstanding balance of N20,000 including interest to the claimant
2. An order against the defendant to pay the sum of N5,500 only as cost of this action and N2500 only as damages to the claimant

For the remaining N50,000 claim of the claimant, there is nothing in the record of this court disclose that the defendant has collect the said amount from the claimant or any of it agent, and I so hold.

Furthermore, there is serious controversy between the testimony of CW1 and that of CW 2 as to whether the defendant has collected the sum of N50,000 or N100.000 as loan from the claimant which affect the credibility of the claimant witnesses.

It is clear from the testimony of CW 2 an agent to the Claimant that, the defendant has collected the sum of N50,000 only as loan from the claimant through its staff



one Evelyn Bulus and he is the one that gave the money to Evelyn Bulus who hand over same to the defendant, that piece of evidence is contradicted and I so hold, in the light of the above it is my humble view that the case of the claimant to that effect is weak, not strength to entitle to judgment, therefore and I hereby dismiss that aspect of the claimant "s claim

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

