

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURT NO. 1 BAUCHI**

SUIT NO SCC/BH/11/2024

Before His worship- GARBA ABDULLAHI

BETWEEN

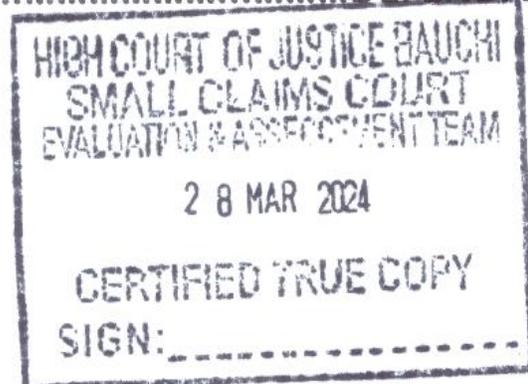
IBRAHIM ALHAJI ISAH..... CLAIMANT

AND

SANI BASHIR ADAMU..... DEFENDANT

Parties Absent

Y B Khaleed Esq for the claimant



JUDGEMENT

INTRODUCTION

This case brought pursuant to small claims court practice direction NO 2 of 2022, the claimant has fill and filed small claims Court forms SCA 2 & SCA 3 dated 16TH day of January, 2024, defendant has been duly served with the process of this court as evident by affidavit of serviced dated 22/1/ 2024 deposed to by one Abdulsalam Abdullahi a sheriff of this Court.

The claimant prays for the `following reliefs

1. AN ORDER against the defendant to pay sum of N2,500,000.00 only money collected by defendant for supply of fertilizer and herbicide.
2. The Cost of this action.

In his effort to prove his case the claimant called single witness and tender 4 documents in evidence thereafter closed his case, defendant did not open his defense thereafter his right of defense foreclosed.

CW 1 in person of Ibrahim Alh. Isah (claimant) affirmed and told this Hon. court that he negotiated for the fertilizer and herbicide with the defendant to buy a said goods from him at the cost of N1,000,000.00K, but he said the said goods were not in Bauchi town, that they will bring it to him at Liman Katagum from the Company they could not bring it up to now.

He further told the court Sulaiman Musa called defendant through phone after they negotiate, he then send his account No bearing the name Esbab farm domicile with TAJ Bank and he send him the sum of N1,000,000.00K only to that account through the account of his shop bearing the name of Kamdad Musa Multi Business, sometimes they called him to their office and collected the herbicide because they could not able to bring it to his office, he went and Sulaiman pleaded with him that the goods was given to someone before I reach their office, but up to now they could not bring the goods

He went further and told the court that 1/5/23 Sulaiman came to his shop and asked him to keep patience but defendant told him that he has Fertilizer, he should put N2,000,000,00k into the account of Esbab integrated farm, due to poor network he send another account of Hajara Bashir Adamu and he send the sum of N1,500,000.00k only through the account of his shop bearing the name of Kamal Isa Multi business, he neither give him fertilizer and herbicide nor return back his money N2,500,000.00 only

He further informed this court that thereafter he met the defendant at his office before he filed this case, and he reported the matter to the wife of his uncle known as Aunty Fati, she called the defendant they sat down himself, the defendant and one of his friend and discuss the matter and admitted that he previously refuse to pay the goods because he has a problem with Sulaiman Musa's agent, but since the involved in the matter he will pay me within 9 days but he could not, now he need his money be refund by the defendant the sum N2,500,000.00K only

The receipt No 0000006640 and 000000E83 has been admitted in evidence and marked as Exh. A & B respectively and the evidence of sending monies N1,000,000.00 only and N1,500,000.00 only has been admitted in evidence and marked as Exh. C, and D

During cross examination he informed the court that, Sulaiman Musa (Yellow) is an agent of the defendant and he connect him with the defendant, they negotiated with the defendant through phone and he send money to defendant.

CW 2 in person of Sulaiman Musa affirmed and told the court that on 4/5/23 they were together with the defendant, he told him that he has a herbicide to sell and need N1,000,000.00 only he went to the claimant and told him and connect him with the claimant via phone, they negotiated with the defendant and agreed to sell the herbicide and he send an account NO of Esbab Integrated farm of Taj Bank PLC and the claimant send the sum of N1,000,000.00 only for the herbicide after two days there was no Herbicide but he said only fertilizer was on ground, if he like he should pay the sum of N1,500,000.00 only, he went and connect them through phone, defendant send another account NO bearing the name of Hajara Bashir Adamu and the claimant sent him the sum of N1,500,000.00 only, the following day claimant went to the collect the Fertilizer from the house of the defendant but he could not found him, he hide himself, since then he never give him Fertilizer he never gave him the goods nor return the money despite several oral demand

During cross examination he told the court that, the name of the defendant does not appear on the account number, claimant send money to Esbab Nig. Ltd

Defendant does not enter a defense, neither fill form SCA 5 .

Parties does not file and exchange final written addresses, after taken into consideration the evidence placed before the court as well as the facts and circumstances of this case, this Honourable. Court formulate lone issue for determination thus: -

“Whether the plaintiff has proofed his case to the balance of probability to be entitle 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 before this court that, the claimant in his testimony in chief told the court that, he enter into the agreement with defendant for the supply of Herbicide at the cost of N1,000,000.00 only and he send the said amount to him through the account number send by the defendant bearing the name of Esbab Integrated Co. LTD of Taj Bank PLC.

It is also in record CCW 1 told the court that they negotiated with the defendant that the defendant will sell a fertilizer for him and he send the sum of N1,500,000.00 only through the account given to him by the defendant bearing the name of Hajara Bashir Adamu of FCMB

That pieces of evidence have not been discredited or shaken during cross examination, further more are corroborated with the evidence of CW 2, therefore this court can safely rely on it for just determination of this matter I refer myself to the case of A G LAVENTIS NIGERIA PLC VS CHIEF CHRISTIAN AKPU SC 140, 2002

It is in record that the defendant failed to filed defender did not file form SCC 5 and failed to enter his defense therefore the effect is that the case of the claimant was not disparaged, or discredited under cross examination and I so hold

The law isⁱⁱ settled that net effect of failure to filed a defense or to lead evidence is that the case of the claimant and his testimony remained unchallenged and are

deem admitted and established see the case of CNSILIDATED RESOURCES LTD VS ABOFAR VENTURES NIG. LTD (2007)6 NWLR (PT1030)221

ARTICLE 6 (3) OF THE PRACTICE DIRECTION OF HIS COURT PRVIDE THAT

“where the defendant failed to filed an answer to the claim should be held to have admitted the claim”

The position of our law is well settled that, documentary evidence is the best form of evidence, it is the best proof of the content of such document and no oral evidence will be allowed to discredits or contradict the content thereof except where fraud is pleaded.

I refer myself to the case of EGHAREVBA VS OSAGIE (2009) LPELR-1044 SC, RANO VS RANO (2019) LPELR-51279 C A

Exhibit A, B, C, & D are explicit to the fact that monies the sum of N1,000,000 and N1,500,000 only has been admitted in evidence before the court and deserved to be given due consideration and probative value and I so hold.

In the light of the above I resolved the lone issue formulated in favor of the claimant against the defendant, the scale of justice tilt to his side, therefore judgment is hereby enter against the defendant and the following order are hereby made

- 1.AN ORDER against the defendant to pay the sum of N2,500,000.00k only been the money collected from the defendant for the supply of herbicide and fertilizer.
- 2.The sum of N50,000.00 only as cost of this action.

This case is decided today being 28 day of March, 2024

There is right of appeal to High Court of justice Bauchi within 30 days from today.

HIGH COURT OF JUSTICE BAUCHI
SMALL CLAIMS COURT
EVALUATION & ASSESSMENT TEAM
28 MAR 2024
CERTIFIED TRUE COPY
SIGN: 

THE CHIEF MAGISTRATE
GABBA ABDULLAHI
CHIEF MAGISTRATE
SIGN: 
DATE