

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURT NO 2 BAUCHI**

BEFORE HIS WORSHIP ZAINAB M SHUAIBU (MRS)

SUIT NO SCC/BH/10/2024

BETWEEN

IDRIS MUSA **CLAIMANT**

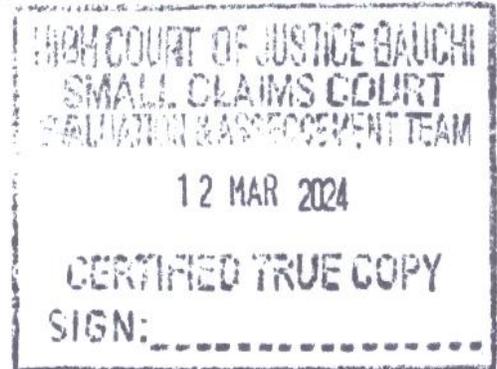
AND

FATIMA DAHIRU **DEFENDANT**

Claimant: Present

Defendant: Absent

Appearances - None



JUDGEMENT

This matter was brought under the small claims by the claimant pursuant to Article 2 (1) (2) and (3) of the small claims court practice direction no of 2022, wherein the claimant filled form SCA 2 and 3 dated 15th day of February 2024 and filled on the same date claims against the defendant as follows;

- (a) The sum of ₦120,000.00 being the outstanding balance of the chicken
- (b) Sum of ₦40,000.00 as damages
- (c) Sum of ₦10,000.00 as cost of action

The originating process of this Hon court have been serve on the defendant by substituted means as disclosed on the affidavit of service dated 19th day of February 2024 deposed to by one ALIYU SALE TAFIDA a bailiff of this Hon court

On the date fixed for hearing the claimant was present while the defendant absents no message or correspondence for her absent, hearing commenced on the 22rd day of February 2024.

CW1 – IDRIS MUSA the claimant in this matter affirm and testified that the defendant by name Fatima Dahiru mate me in the month of December 2022 at my farmer land her pleaded that I should give her 33 broilers which cost at the rate of ₦3,500.00 making the total sum of ₦135,000.00 Naira only and promise to pay back at the end of February 2023, she only paid the sum of ₦15,000.00 out of ₦135,000.00 remaining the ₦120,000.00 still unpaid.

On the 26th day of February when the case was slated for cross examination of CW1 and defense, the defendant neglect to appear before the court.

The claimant made an application before the court to close the right of the defendant for cross examination and defense same was upheld.

These Court have no option than to adjourn the case for judgement.

COURT DECISION

Having taking into consideration the entire evidence of the claimant in this matter, in civil suit the onus to prove a particular fact or case is on the party who assert, the defendant in this matter was put on notice of the pendency of this suit as evidenced on the affidavit of service before the court and the law is trite that an affidavit of service is a prima facie proof of service and notification to the other party. This court refer itself to the case of SOCIETE GENERALE BANK NIG LTD VS ADEWUNMI (2003)10 NWLR (PT 829) 562.

There is an end to litigation any court of law it is equally trite that once a party has been afforded the opportunity to present his case and fail to take advantage of same he cannot be heard to complain that his right to fair hearing has being breached as provided under section 36 of the 1999 constitution as amended.

Also the position of the law is that cost follows event and a successful party should not be deprived of his cost, however award of cost is at the discretion of the court.

Where the evidence before the court is unchallenged it is the duty of the court to accept and act on it as it constitutes sufficient proof of a parties claim.

Judgement is hereby entered as per the claimant claim and I hereby make the following order;

- (a) AN ORDER directing the defendant to pay the sum of ₦132,000.00 (One Hundred and Thirty-Two Thousand Naira Only) being the outstanding balance of the broilers.
- (b) Sum of ₦10,000.00 (Ten Thousand Naira) for general damages
- (c) Sum of ₦10,000.00 (Ten Thousand Naira) as cost of action

This case is decided today 11th day of march 2024.



ZAINAB M SHUAIBU (MRS)
SENIOR MAGISTRATE