

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

BEFORE HER WORSHIP ZAINAB M SHUAIBU (MRS)

SUIT NO SCC/BH/46/2024

BETWEEN

ABUBAKAR SHEHU KAMFANI CLAIMANT

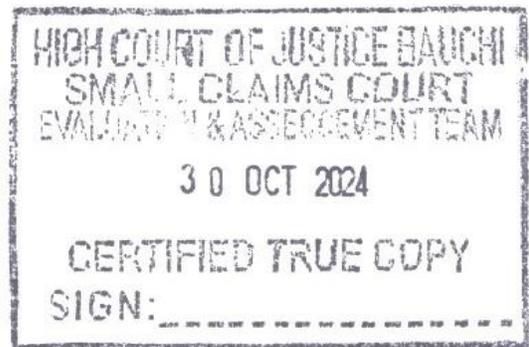
VS

ALH UMAR ISA GARBA DEFENDANT

Claimant present

Defendant absent

Appearances I I JIBO for the claimant



JUDGEMENT

The claimant commences this suit under the Bauchi state small claims court practice direction no 2 of 2022 against the defendant dated 5th day of September 2024, the claimant claims as follows;

1. The sum of one million thirty thousand naira (₦1,030,000.00) for the money he collected for a plot of land.
2. Sum of twenty thousand naira (₦ 20,000.00) as general damages
3. Sum of twenty thousand naira (₦ 20,000.00) as cost of action

The defendant Alh Umar isa garba was serve with the originating process and hearing notice of this court by substituted means, evidence of affidavit of service before this court dated 3rd day of September 2024 deposed to by the bailiff of this Hon court ALIYU SALE TAFIDA.

On the 10th day of October 2024 for the matter came up for hearing the defendant despite being serve was absent hearing commence.

CW1- the claimant as the sole witness in this suit affirm and testified to the effect that on the 14th day of march 2024 the defendant came to my shop with one Alhaji Sani that he has a plot of land for sale that I should get someone for is interested in buying at the rate of One Million Naira Only, I promise him that I will contact someone on the 15th day of march 2024 he came to confirm if I have gotten the buyer but I told him not yet, he then insisted and pleaded that I should please help him because he has a wedding of his daughter he is really in need of money, I later agreed to buy the land on the 16th day of march 2024 they came with the document, I agreed to pay the sum of ₦ 500,000.00 and the remaining balance of ₦500,000.00 will be paid.

On the 18th day of march 2024 I paid the remaining balance of ₦500,000.00 making the total sum of One Million Naira.

After paying the remaining balance for the plot of land I went to the land and saw the person farming on the said land he assumed me that this particular land belongs to his brother, I immediately called the defendant on phone and informed him that someone is claiming the said land he said no problem we will mate.

When he came, we all mate and presented the title documents we noticed that the other person bought the land before the defendant, we mate the ward head of Birshi he then said the land belong to that other person the defendant then agreed to give me another plot of land, I said no I need my money back then I gave him the documents back.

All effort to get back my money proved abortive that is the case of the claimant.

CW1 was stood down for cross examination and defense I ordered that hearing notice should be served on the defendant.

On the 15th day of October 2024 when the case was slated for cross examination and defense, the defendant as usual was absent and unrepresented.

Learned counsel to the claimant I I JIBO ESQ made an oral application that the defendant right to cross examine CW1 and defend the suit be foreclosed same was upheld the matter was set down for judgment.

COURT DECISION

All civil suit is determined on balance of probability and preponderance of evidence, a party who his case will obtain judgment based on such preponderance of evidence and balance of probability in his or her favor.

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 always an end to litigation a court of justice in deed this court will not wait forever for any party who is aware of the pendency of an action against him or her but refuse to appear or fail to file a defense or respond to same as such party cannot complain of not being given fair hearing as provided under section 36 of the 1999 constitution as amended.

The following exhibit was admitted into evidence;

- (a) The sale agreement between SALIHU ABDULLAHI and ALH UMAR ISA GARBA dated 18th day of August 2008 marked as exhibit A
- (b) The transaction receipt dated 17th day of March 2024 and 18th March 2024 marked as exhibit A1

The defendant in this suit did not oppose the averment in CW1 evidence.

The law is also trite that where facts in an affidavit remain unchallenged and uncontroversial the court is duty bound to accept those facts as established and facts deemed to have been admitted by the defendant.

The position of the law is that cost follow and a successful party should not be deprived of his cost unless for a good reason, however the award of cost is at the court discretion.

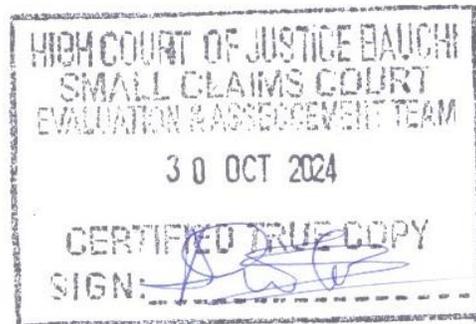
These honorable court have no option than to enter judgment in favor of the claimant, judgment is hereby entered in favor of the claimant, this honorable court ordered as follows;

- (a)The defendant is ordered to pay the sum of ₦1,030,000.00 (One million thirty thousand naira being the money for the plot of land
- (b)Sum of ₦20,000.00(twenty thousand naira) as general damages
- (c)Sum of ₦10,000.00 (ten thousand) as cost of action

APPEAL

There is a right of appeal to the high court of justice Bauchi (small claims court) within 14 days from today

THIS CASE IS DECIDED TODAY BEING THE 28TH DAY OF OCTOBER 2024.



**ZAINAB M SHUAIBU
(MRS)
SENIOR MAGISTRATE**

