

**IN THE DISTRICT COURT OF BAUCHI STATE  
IN THE BAUCHI JUDICIAL DIVISION  
HOLDEN AT SMALL CLAIMS COURT NO 2 BAUCHI  
BEFORE HER WORSHIP ZAINAB M SHUAIBU (MRS)  
SUIT NO SCC/BH/61/2024**

**BETWEEN**

**UNITY BANK PLC ..... CLAIMANT**

**AND**

**MUSSADAM SABOKEKE ..... DEFENDANT**

Claimant present

Defendant absent

Appearances M I ABUBAKAR ESQ for the defendant

**JUDGEMENT**

The claimant commenced this suit through the small claims court practice direction no 2 of 2022 Bauchi state, the claimant fill and filled form SCA 2 and 3 dated 7<sup>th</sup> October 2024 and filled same on the same day, the claimant claim against the defendant as follows;

- (a)The sum of (~~N~~1,129.195.07) being the loan he collected from Unity Bank PLC
- (b)Sum of (~~N~~250,000.00) two hundred and fifty thousand naira as general damages
- (c)Sum of (~~N~~250,000.00) ten thousand naira as cost of action.

The defendant was served with the originating process of this court by substituted means affidavit of service dated 8<sup>th</sup> day of October 2024 as deposed to by the bailiff of this court Aliyu Sale Tafida.

The defendant never appeared in court, after being served with the originating process and hearing notice of this court.

However, he elected or chose not to file anything or adduce evidence in challenge to that offered by the claimant.

The brief summary of the claimant evidence as the sole witness in his suit CW1 by name Abdullahi Alhaji Uma affirm and testified to the effect that we granted loan to the defendant the sum of one million naira the loan facility will last for 60days which will end in October 2023 at the end of the facility the client could not keep his obligation until May 2024 when we wrote a demand letter, he reported to the office in May 2024 he wrote a written agreement that in two weeks' time he will pay back the sum of one million naira, he only deposited the sum of one hundred thousand naira out of the one million naira sine then he refuse to pay the remaining balance of nine hundred thousand naira all effort made to get him back to the office for discussion is in vain.

This document was admitted into evidence;

- (a) Request for trader overdraft of one million account no 0056845563 dated 26<sup>th</sup> day of January 2023 admitted and marked as exhibit C

M I ABUBAKAR that is the case of the claimant.

CW1 was stood down for cross examination for cross examination and defense hearing notice was served on the defendant.

On the 21th day of October 2024 when the matter came up for cross examination and defense the defendant as usual was absent and unrepresented.

M I ABUBAKAR ESQ learned counsel to the claimant made an application that the right of the defendant to cross examine the claimant witness and defend his suit be close same was granted as prayed.

### **COURT FINDINGS**

It is a settled law that in civil cases, the burden of proof is on he who asserts same section 131(1) and 132 of the evidence Act 2011.

ARTICLE 8 (2) of the Bauchi state practice direction on small claims court no 2 of 2022 empowers this honorable court to enter judgment in favor of the claimant where the defendant fails to appear and there is a proof of service and the claimant has prove his claim.

The law is certain that where the evidence before a trial court is unchallenged it is duty of that court to accept and act on it as it constitutes sufficient proof of a parties claim may I refer myself to the case of LANRE VS STATE (2018) LPELR 45156 (SC) and ONYIORAH VS ONYIORAH (2019) 15 NWLR (PT 1695) 227

In this suit, there is proof of service of the originating process and hearing notice on the defendant, as such this court is satisfied that the defendant is aware of the pendency of this suit but refuse to appear in court and defend same.

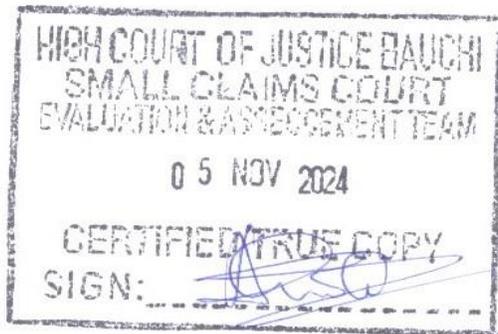
I have considered the evidence presented in support of the claimants claim this honorable court finds out that the claimant has adduced sufficient evidence to entitle him to his claim.

Accordingly, judgment is entered in favor of the claimant and it is hereby ordered as follow;

- a) The defendant is ordered to pay the sum of ₦1,129,195.07 to the claimant being the loan he collected from Unity Bank PLC
- b) The sum of ₦50,000.00 as general damages
- c) Sum of ₦50,000.00 as cost of action.

**Appeal** – There is a right of appeal to the high court of justice Bauchi within 14 days from today.

THIS CASE IS DECIDED TODAY BEING THE 4<sup>TH</sup> DAY OF NOVEMBER 2024.



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

