

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

**SUIT NO SCC/BH/048/24**

BEFORE HIS WORSHIP ZAINAB M SHUAIBU (MRS)

**BETWEEN**

**MABEL RAYMOND OJOKO ..... CLAIMANT**

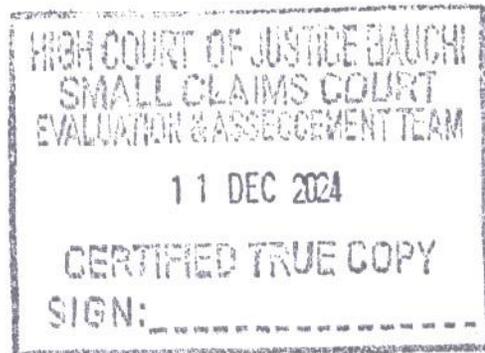
**AND**

**KEFAS DARA BONGA ..... DEFENDANT**

Claimant present

Defendant absent

Appearances B Y SAMBO for the claimant



**JUDGEMENT**

The claimant claims against the defendant as endorsed on form SCA 1 (letter of demand) dated 21<sup>st</sup> day of October 2024 are as follows;

- (1) The sum of ₦300,000.00 (three hundred thousand naira) being the money for the job employment
- (2) Sum of ₦100,000.00 (one hundred thousand naira) as general damages
- (3) Sum of ₦20,000.00 (twenty thousand naira) as cost of action

At the trial the claimant Mrs. Mabel Raymond Ojoko testified as CW1 she tendered in evidence the following documents which were admitted and marked as follows;

- EXHIBIT K statement of account of the first transaction dated 19<sup>th</sup> day of February 2021
- EXHIBIT K1 statement of account of the second transaction dated 22<sup>rd</sup> day of February 2021

Summary of the claimant case on the 18<sup>th</sup> day of February 2021 Kefas I e the defendant approach me with a proposal contract job for two(2) persons myself and my husband and demanded for the sum of #600,000.00 and promise that when it fails he will he will refund the money he assured me that within a month, made the first payment of ₦300,000.00 on the 19<sup>th</sup> day of February 2021 and on the 22<sup>rd</sup> February I made the 2<sup>rd</sup> payment of ₦300,000.00 from my Polaris bank account with account no 1020146193 by name Mabel Raymond Ojoko to the defendants zenith bank account by name Kefas Parah bonga.

After a month he failed to fulfilled his promise after several calls, he made the first payment of the sum of ₦150,000.00 on the 31<sup>st</sup> day of July 2021 and on the 6<sup>th</sup> day of August 2021 he made the second payment of ₦150,000.00 making the total sum of ₦300,000.000 remaining the outstanding balance of ₦300,000.00, since then he didn't make any payment till date.

My barrister was the one who pushed for the payment of ₦300,000.00 he has refused to make any further payment.

I humble apply to this Honorable court to help me get back my remaining balance of ₦300,000.00 damages of ₦100,000.00 and cost of action because I engage the service of a lawyer as a result of his default.

FINAL WRITTEN ADDRESS by learned counsel to the claimant dated 26<sup>th</sup> day of November 2024 he submits that the matter before the court is a liquidated money demand which is within the pave of the court, while the claim of the claimant is as contained on the face of the originating process duly served on the defendant.

- Learned counsel submit that the claimant lead evidence as the sole witness and tendered exhibit, we submit that the evidence and exhibit was not challenged during cross examination or evidence tendered the evidence is true on the balance of probability.

- Learned counsel submit that on the part of the defendant he was giving opportunity but failed several times to put up appearance or come for his defense.
- Learned counsel further submit and urge the court to hold that his unavailability to defend this suit is being a waived and true notwithstanding the position of the law despite the fact that the claimant need to prove case.
- Learned counsel final submit and refer the court to the case of JULIUS BERGERB LTD VS OGUNDELINE (2014) VOL 2 NWLR PT 1391 and urge the court to enter judgment in favor of the claimant including the cause of action damages and legal representative at the rate of #100,000.00.

## **COURT DECISION**

As state earlier at the beginning of this judgment, the defendant was duly served with the originating court process, however he elects or chose not to file anything or adduce evidence in challenge to the claimants claim.

The law is trite that a court is at liberty to accept and act on unchallenged and uncontroverted evidence, the evidence must itself be admissible and must be credible this court refer itself to the case of OKAFOR VS OKAFOR &ORS (2014) LPELR – 23561 (CA).

The court is under a duty to examine the facts of the case and see whether the claimant is entitles to all her reliefs sought UNION BANK VS RAVIH ABDUL & CO LTD (2018) LPELR – 46333 (SC).

The unchallenged oral and documentary evidence produced before this court by the claimant gave the defendant the sum of six hundred naira for money gram, I have assessed both the oral and documentary evidence adduced by the claimant in support of the claim EXHIBIT K and KI which is the first and second transfer of ₦300,000.00 twice for the job employment.

The law is settled that the appropriate method used by a lender to establish the indebtedness of a borrower is through entries in its books and these entries are usually constituted into a statement of account which represents secondary evidence.

In the case at hand, I have reviewed exhibit k and k1 statement of account corroborate with the evidence of CW1 evidence that the defendant was giving the sum of six hundred naira.

Accordingly, therefore find these facts relating to the indebtedness of the defendant as established. Based on the uncontroverted evidence on record and the position of the law it will be appropriate in the circumstances of the present case to grant the claimants claim as contained in her originating process.

Therefore, the claimants claim of ₦300,000.00 (Three Hundred Thousand Naira) succeeds against the defendant.

Judgment is hereby entered in favor of the claimant against the defendant the follows ORDERS are hereby made;

- (1) The defendant is ordered to pay to the claimant the sum of ₦300,000.00 (three hundred thousand naira) being the money for the job employment
- (2) Sum of ₦50,000.00 (Fifty Thousand Naira) as general damages
- (3) Sum of ₦10,000.00 (Ten Thousand Naira)

**APPEAL:** There is a right of appeal to the high court of justice Bauchi

This case is decided today being 9<sup>th</sup> day of December 2024

