

**IN THE DISTRICT COURT OF BAUCHI STATE  
IN THE BAUCHI JUDICIAL DIVISION  
HOLDEN AT SMALL CLAIMS COURT NO. 1 BAUCHI  
SUIT NO SCC/BH/65/2024**

Before His worship- GARBA ABDULLAHI

**BETWEEN**

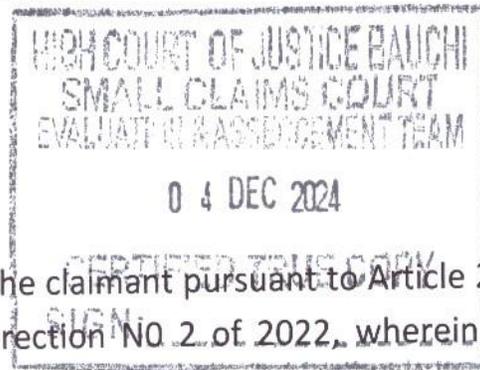
**BODE STEEL INVESTMENT CO. LTD.....CLAIMANT  
AND**

**SOROMAN NIGERIA LTD.....DEFENDANT**

CLAIMANT –Absent

DEFENDANT – Absent

**JUDGEMENT**



This small claim matter brought and filed by the claimant pursuant to Article 2 (1) (2) and (3) of small claims court practice direction NO 2. of 2022, wherein the claimant fill form SCA 2 and 3 dated 27<sup>TH</sup> September, 2024 and filed on the same date seeking for the following reliefs;

1. AN ORDER of this Hon. Court against the defendant to pay the sum of N2,200 ,000 only being the money owing the claimant for the construction of two Tankers
2. Cost of this action the sum of N50,000 only

The originating processes of this Hon. Court has been served on defendant as disclosed by affidavit of service deposed to by one Abdulsalam Abdullahi a bailiff of this Hon. Court. Dated 8//10/24 thereafter hearing commenced

Review of the witness's testimony are as follows;

CW 1 in person of Bashir Umar Sani (Bashir Bode Steel Investment) affirmed and told this Hon. court that he worked for the defendant for the construction of 20 liters tank (two tankers) each at the cost of N3,700,000 only he paid him the sum

of N2,700,000 only on the spot later he added N2,700,000 only making the total of N5,200,000 only now there is outstanding balance of N2,200 only unpaid by the defendant, he refused to settle the said balance despite several demands, an estimation was given to defendant for the job and it has been admitted in evidence and marked as Exh. A

He further told this Hon. court that prior to this agreement, he entered in to contract with the defendant for the construction of about 10 tankers, each at the cost of N3,000,000 K and he paid, the said transaction was in written, the said agreement has been admitted in evidence and marked as Exh.

Defendant was served with hearing notice by substituted meant as deposed to by the bailiff of the court dated ~~11/11/24~~ 11/24 but refuse to appear, as a result his right of cross examination was foreclosed upon the application of the learned counsel to the claimant, thereafter claimant lose his case

Defendant failed to or neither enter his defense, nor fill and file form SCA 5, further more did not cross examined CW1

After taken into consideration the evidence adduced by the claimant, the facts and circumstances of this case this Hon. Court formulate single issue for determination thus

“Whether the claimant proof its case to the balance of probability to be entitle to Judgment”

In law the claimant’s duty to prove his case remained inviolate, whether or not the defendant defend his case and he must do so the strength of his own case and not on the weakness of the defendant.

The facts before this Hon court are obvious that, the claim at has entered in to the contract with the defendant for the construction of two tankers at the cost of N3,700,000 each, he has done his part of the agreement but defendant refused to upset the balance of N2,200,000 up to now

That fact is supported with the testimony of CW1 to the effect that defendant has taken away the said tanker and there is remaining balance of N2,200,000 unpaid up to now.

It is in record that the defendant failed to cross examined the testimony of claimant's witness, therefore failure to do so is tantamount to admission, It is settled law that the effect of failure to cross examine the witness upon a particular matter is a tacit acceptance of a truth of the evidence of the witness I refer myself to the case of OFORLETE VS STTE (2000) 12 NWLR(PT681) 415 AT 436 and AGBONIFO VS AIWEREOBO (1988)1 NWLR (PT681)

furthermore, the defendants failed to enter defense neither fill and filed form SCA 5 which is tantamount to admission

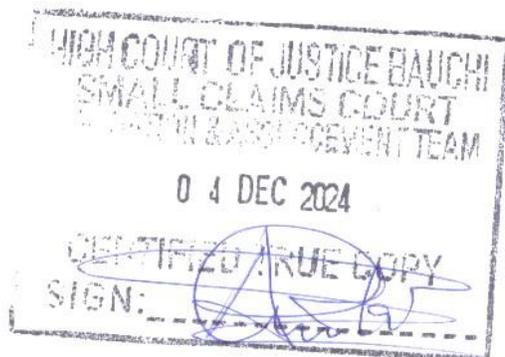
Article 6 of small claims court practice direction 2022 provide that failure to fill form SCA 5 the court should consider it as the defendant have admitted the claim of the claimant.

The law is trite that admitted facts need not further proof because an onus of proof does not exist in vacuo, I refer myself to section 123 of Evidence act 2011 as amended , and the case of MR KWASI KARI KARI ADUSEI & ANOR VS MR TOYIN ADEBAYO (2012) LPELR-7844 SC-, therefore I resolve the issue formulated in favor of the Claimant as he proof this case to the balance of probability, therefore and i hereby enter judgment against the defendants, consequent upon I make the following order;

1.AN ORDER of this Hon. Court against the defendants to pay the sum of N2,200,000 only being the money owing the claimant for the two tankers constructed.

2.Cost of this action the sum of N20,000 only

This case is decided today being 4/12/24 there is right of appeal to High Court of Justice Bauchi within 14 days by the aggrieved party.



THE CHIEF JUSTICE  
GARBA ABDULLAHI  
CHIEF MAGISTRATE