

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURT NO. 1 BAUCHI**

SUIT NO SCCBH/136/2024

Before His worship- GARBA ABDULLAHI

BETWEEN

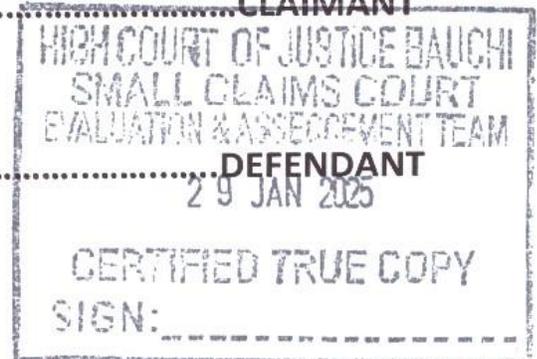
NINGI MICRO FINANCE BANK LTD.....CLAIMANT

AND

SAMMAKO MUHAMMAED ABUBAKAR.....DEFENDANT

Parties – Absent

JUDGMENT



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 13TH November, 2024 and filed on the same date seeking for the following reliefs;

1. AN ORDER Directing the defendant to pay the sum of Two Million Seventy-Four Thousand Five Hundred and forty thousand naira only (2,074,545.00) being the principal sum accrued interest and administrative cost arising from the loan agreement
 2. AND ATTACHIING the property of the defendant used as a collateral to secure the loan lying being and situated at Gubi Housing Estate Bauchi state with certificate NO BA/1197 (BAP/6A) TO SATISFY THE LOAN SUM OF THE Claimant
- 2.Cost of this action

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 13/11/24 thereafter hearing commenced, in his effort to

proof his case the claimant has called lone witness and TENDER seven Exhs. which were been admitted in evidence and marked as Exh. A, to G, thereafter close his case. Defendant failed to cross examine CW 1 and called no witness to defend himself despite hearing notice served on him.

Review of the witness testimony provide below

CW 1 in person of Ibrahim Yakubu (claimant' s representative) affirmed and told this court that defendant is their customer he applies for the loan of N1,000,000 only on 16/12/2020 the claimant approved N900,000 only a document supporting the application for loan has been admitted in evidence and marked as EXH. A,

He further told this court that defendant deposited sales agreement of his House s security for the loan which has been admitted in evidence and marked as Exh. B,

After the approval of the loan, claimant credited the account of the defendant with the sum of N900,000 ONLY, Cheque was given to defendant, and the specimen of his signature have been admitted in evidence and marked as Exh. C, and D, respectively

He also informed this court that claimant has served the defendant with the letter of demand as well as the reminder which were admitted in evidence and marked as Exh. E, F and G respectively.

Defendant failed to cross examine CW 1 despite hearing notice served on him, thereafter his right of cross examination as well as defense were foreclosed, on the date fixed for adoption of final address learned counsel to the complainant told this Hon. court that defendant has paid the sum of N1,000,000 only into the account of the claimant to upset the loan thereafter waive tier right of final address.

Having gone through the evidence of the claimant as well as the facts and circumstances of the case before the court this Hon. Court formulate lone issue for determination thus

“Whether or not the claimant has proved his case to the balance of probability to be entitle to judgment”

By law the claimant's duty to prove his claim, remains inviolate, whether or not the case is defended by the defendant and the claimant is expected to succeed on the strength of his own case not on the weakness of the defendant, therefore claimant must prove his case to the balance of probabilities whether the case is defended by the defendant or not. I refer myself to the case of LONGE VS C B N (2006)3 NWLR (PT967) 228 ITAUMA VS AKPA-IME (2000) 7 SC (PT 11)24, and IMAM VS SHERIFF (2005)4 NWLR (PT 914)80

The crux of his matter is loan transaction entered into by the parties in this case, CW 1 informed this Hon court that defendant obtained a loan facility from the claimant of N900,000 only and during the pendency of this case the learned counsel to the claimant told the court that defendant refunded the sum of N1,000,000 only to the claimant, therefore based on above piece of evidence it is clear that the defendant has upset the principal amount of money collected as loan from the claimant with additional N100,000.00k only, what remains now is the issue of interest claim against the defendant

I have gone through the testimony of CW 1 there is no where he testifies as to the amount to be paid by the defendant as interest less of the percentage in case of default, how the loan will be paid either unblock or installmentally, when to be started and ended,

I am not unmindful of the para 3 of the plaint which is hereby reproduced as follows

"The claimant state that sometimes on the 16th December 2020 the defendant applied for loan facility of ONE Million only from the claimant with an interest of 30% with agreement that the loan will be repaid in full within two months from the day of disbursement, the request letter written to the claimant by the defendant requesting credit facility/loan dated 16th day of December 2020 approved by the claimant on 17th December 2020 is hereby pleaded and same shall be relied upon trial"

However, CW 1 Did not testify to that effect, the law is settled that pleadings without evidence goes to no issue likewise evidence without pleadings, I refer

myself to the case of G E Int'l OPERATIONS LTD VS Q-OIL & GAS SERVICE (2015) 1 NWLR (PT 1440) 244

He only stated the date which defendant apply for the loan i.e. 16/12/2020, the witness never speak to the Exh. A-G, though tendered and admitted in evidence

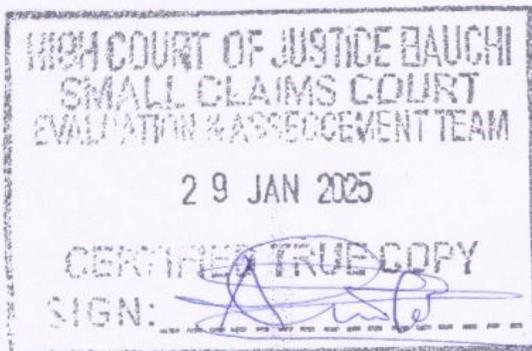
Therefore, deserved not to be given any probative value, in now adays the position of our law is settled that witness should speaks to the document or else should be regarded as dumped document I refer myself to the case of BALA VS CHAIRMAN EFCC (2021) LPELE-56469 & JWAN VS ECOBANK & ANOR (2020) LPELR 55243 (C A)

Therefore, the issue of interest raised the claimant no amount as interest or administrative charges proof by the claimant, be as it may I hereby ordered that the sum of N100,000 only added by the defendant is considered as sufficient interest of the loan of N900,000 given to the defendant, and the principal amount and the interest of N100,000 only has been paid.

On the whole thus court enter judgment against the defendant and make the following orders

1. AN ORDER of this Hon. court for the claimant to retain the sum of N100,000 added and paid by the defendant as interest of the loan facility given
2. AN ORDER against the defendant to pay the sum of N40,000 only as cost of this action

This case is decide today being 29th January, 2025there is right of appeal to H C Bauchi within 14 days by the aggrieved party.




GARBA ABDULLAHI
CHIEF MAGISTRATE