

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

SUIT NO SCC/BH/153/2024

BEFORE HIS WORSHIP ZAINAB M SHUAIBU (MRS)

BETWEEN

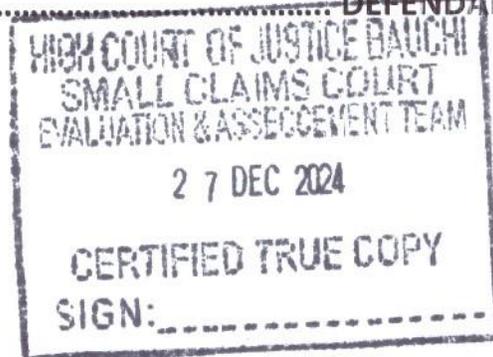
SABA'ATU ELIZABETH CLAIMANT

AND

MRS DEBORAH N SUNDAY DEFENDANT

Parties Present

Appearance H B GHAIDE for the claimant



JUDGEMENT

The claimant commences this suit under the Bauchi state practice direction on small claims court no 2 of 2022 he fill and filled form SCA 2 and 3 dated 25th day of November 2024, the claimant claim against the defendant as follows';

- (1) The sum of one million four hundred thousand naira (₦1,400,000.00) being the money for the purchase of a plot of land situated at GRA Bauchi
- (2) Sum of thirty thousand naira only (₦30,000.00) as damages
- (3) Sum of twenty thousand naira (₦20,000.00) as cost of action

The defendant in this suit was served through substituted service dated 28th day of November 2024 as showed on the affidavit of service deposed to by the bailiff of this Hon court ALIYU SALE TAFIDA.

On the date slated for hearing the defendant was present hearing commenced CW1 by name SHUAIBU ABDULLAHI BABANJIDA affirm and testified to the effect that I know the claimant we have being doing business together and I know the defendant through a friend of mine, the claimant asked me to get him a plot of land, I told her I don't have one but promise her that I have a friend who is into

such business of selling lands, I then asked him if he can get me a plot at GRA, called the son to the defendant sister , he showed us a plot of land at GRA here in Bauchi, I invited the claimant to come and see the said plot of land she came and was satisfied with the land.

We then proceed to the defendants sisters house located at Yelwa for negotiation we negotiated the plot of land at the rate of one million five hundred thousand naira, she then gave them the sum of one million three hundred thousand on that very day and promise to balance the sum of two hundred thousand naira, they wrote an agreement on the one million three hundred thousand naira, she gave him, later she balance the sum of two hundred thousand naira, they brought the original document of the land document that the defendant bought from the earlier who sold the land to her.

The sale agreement between MRS DEBORAH N SUNDAY ANDSABA'ATU ELIZABETH DANLADI dated 11th day of December 2023 was admitted into evidence and marked as EXHIBIT D.

After some time, we went to the land and saw someone claiming ownership and possession, we then agreed to meet and discuss, everyone came with their document we also went to ministry of land for searching during the search we realized that the document giving to the claimant does not belong to the plot of land showed to them but a different land.

They sat down together then I was not present the claimant gave them some time to enable her pay back her money all prove abortive, she later mate her lawyer he then wrote a letter of them to the defendant, they mate her lawyer she pleaded for some time, but since then we didn't hear from her.

DURING CROSS EXAMINATION the defendant admitted to the claim of the claimant.

COURT

It is settled law that in civil cases, the burden of proof is on he who asserts same SEE SECTION 131(1) and 132 OF THE EVIDENCE ACT 2011 and the case of EBUTE

JOHN ONOGWU & 4 ORS VS BENUE STATE CIVIL SERVICE COMMISSION & 3 ORS
(2012) LPELR -8604 CA 1 AT 26.

Thus, to succeed the claimant must put forward cogent and credible evidence in support of the reliefs sought.

However, by SECTION 123 OF THE EVIDENCE ACT 2011, facts which are admitted require no further proof SEE THE CASE OF SHITTU SANUSI & 2 ORS VS BURAIMO OBA FUNWA & ANOR (2006) LPELR 11863 (CA) AT AGE 26 where Augie JCA as he then was held;

It is trite law that facts admitted required no proof because an onus of proof does not exist in vacuo.

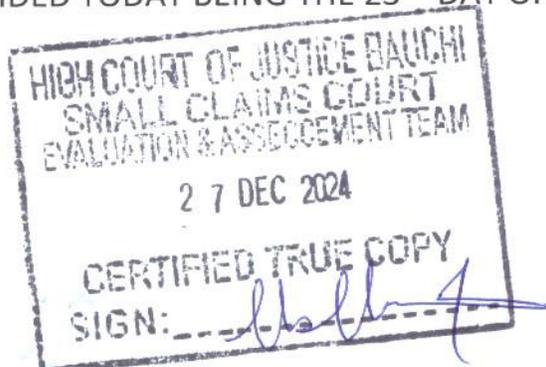
The onus or burden of proof is merely an onus to prove or establish an issue, there cannot be any burden of proof where there are no issues in dispute between the parties. If the claimant claim is admitted that will be the end.

Similarly, if a particular averment of the claimants is admitted there will no longer be an onus to prove what has been admitted by the opposite party.

In summary what is not denied is deemed admitted and what is admitted need not be proved.

On the whole the claimants claim succeed for the avoidance of doubt judgment is entered in favor of the claimant for the sum of ₦1,400,000.00 (One Million Four Hundred Thousand Naira only, the sum of ₦20,000.00 as general damages and ₦20,000.00 as cost of action.

THIS CASE IS DECIDED TODAY BEING THE 23RD DAY OF DECEMBER 2024



ZAINAB M SHUAIBU

(MRS) 23/12/2024
SENIOR MAGISTRATE