

IN THE SMALL CLAIMS COURT OF BAUCHI STATE OF NIGERIA
IN THE SMALL CLAIMS COURT NO. 1 OF BAUCHI STATE
HOLDEN AT BAUCHI.

ON WEDNESDAY THE 05TH DAY OF NOVEMBER, 2025

BEFORE HIS WORSHIP

ABDULMUMINI ADAMU ESQ.

COURT CLEARK:

ABDULSALAM ABDULLAHI

BETWEEN:

CLAIM NO: SCCBH/097/2025

HALADU MAMUDA

..... CLAIMANT

AND

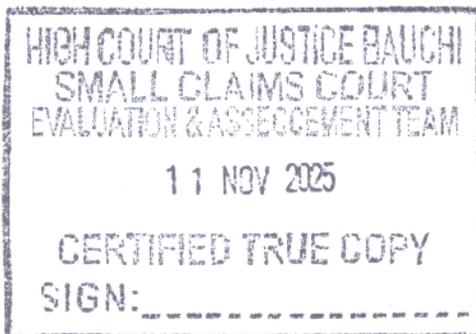
IBRAHIM UMAR

..... DEFENDANT

Both parties absent.

Appearances:

H.M Kachalla Esq., for the Claimant



JUDGMENT

The claimant in this suit issued out a letter of demand against the defendant as a prerequisite for the commencement of this action as provided in FORM SCA 1. The claimant demanded for the payment of the sum of Five Hundred and Fifty Thousand Naira (N 550,000:00). The said Letter of demand was duly served on the defendant on the 26th day of July, 2025. There was no compliance with the demand letter which led to the service of Complaint Form and summons on the defendant as provided in Form SCA 2 and SCA 3 respectively. The said processes were duly served on the defendant on the 2nd day of August, 2025. The defendant denied the claimant's claim by filling the form of defence as provided in Form SCA 5. The defendant was represented by a counsel in person of *M.M Bello Esq.*, of Eagle View Law Office, Bank of Agric. Building, Ahmadu Bello Way, Bauchi, Bauchi State.

Due to the change of the presiding judge of this Honourable Court, this suit suffered delayed. A fresh hearing notice was duly served on the Chambers representing the defendant on the 30th day of September, 2025 requiring the defendant to appear before this Honourable Court on the 2nd day of October, 2025. This suit was commenced denovo on the said 2nd day of September, 2025. The defendant and his counsel were not in court despite the service of the said hearing notice and the affidavit of service deposed to by the court's official in person of Abdulsalam Abdullahi as provided in Form SCA 6. This Honourable proceeded to the hearing of this matter and the claimant presented a witness who testified as Pw 1. The claimant also testified as Pw 2. The learned counsel for the claimant *H. M Kachalla Esq.*, applied to close his case and it was granted by this Honourable Court. The case was adjourned for defence and a fresh hearing notice was duly served on the chambers representing the defendant on the 7th day of October, 2025 requiring the defendant to appear before this Honourable Court on the 08th day of October, 2025. The defendant

and his counsel were not in the court as required. The learned counsel for the claimant applied that the defendant's right for the defence be foreclosed and the application was granted by this Honourable Court. The learned counsel for the claimant waived his right to make a final address before this Honourable Court. He urged the court to consider the evidence presented by the claimant and enter judgment in his favour. The learned counsel for the claimant also urged this Honourable Court to award the cost of One Hundred Thousand Naira (N 100,000:00) only in favour of the claimant.

I have gone through all the relevant court's processes filed by both parties in this suit. It is the opinion of this Honourable Court that there is a sole issue for determination in this suit as follow:

“Whether the claimant made out a case against the defendant supported by credible evidence to be entitled to the reliefs sought”.

The provisions of **Sections 131, 132 and 133 of the Evidence Act, 2011**, Provided for on whom the burden of proof lies and the standard of proof in civil matters.

The Supreme Court of Nigeria defined the term “liquidated money demand or liquidated sum” in the case of *Akpan v Akwa Ibom Property & Investment Company Ltd.*, (2013) LPELR-20753 (SC), (2013) 12 NWLR (Part 1368) 377 at 400 as follows:

Liquidated money demand or liquidated sum means a debt or other specific sum of money usually due and payable, which amount must have already been as ascertain or capable of being ascertained as a mere matter of arithmetic without any other further investigation. Therefore, whenever the amount being claimed by the claimant can be ascertained by calculation or fixed by any scale of charges or other positive data, it is said to be liquidated.

Let me now consider the evidence presented by the claimant in support of his claim before this Honourable Court as follows:

Pw 1 gave his name as Sirajo Ibrahim who gave his testimony on affirmation. He testified to the effect that he knows both of the parties in this suit who are residing within Darazo Local Government Area of Bauchi State. He was not present while the claimant sold two cows to the defendant. However, he always accompanied the claimant while he was demanding the payment of the sum of Six Hundred Thousand Naira (N600,000:00) only as the purchased price for the said two cows. The defendant used to plead with the claimant seeking for additional period within which to pay. However, to the best of his knowledge the defendant did not fulfil his obligation in making any payment to the claimant.

Pw 2 gave his name as Haladu Mamuda (claimant), he testified on the affirmation. He testified that the defendant purchased two cows from him at the rate of Six Hundred Thousand Naira (N 600,000:00) only. The transaction was concluded in his village called Ganlawain in Darazo Local Government Area of Bauchi State. The defendant made several promises to pay the purchased price but he failed to do so. There was a time the defendant approached him and requested for discount; he thought the defendant would make the payment immediately. He agreed and reduced the sum of Fifty Thousand Naira (N 50,000:00) but it was unfortunate the defendant failed to pay any amount. The defendant thereafter approached him that he would be making instalment payment of Fifty Thousand Naira (N 50,000:00) on monthly basis until the whole sum is paid but he rejected the proposal. He is now demanding the sum of Five Hundred and Fifty Thousand Naira (N 550,000:00) only from the defendant as the purchased price for the said two cows.

The learned counsel for the claimant submitted that since the defendant failed to participate throughout this case, he urged this Honourable Court to enter judgment in favour of the claimant. He also urged this Honourable to award a

cost action to the claimant to the tune of One Hundred Thousand Naira (N 1000, 000:00) only.

I have carefully considered the complaint filed in this suit as provided in Form SCA 2, the evidence adduced by the claimant through the witnesses, as presented by Pw 1 and Pw2. This Honourable satisfied that the nature of the claimant's claim is for liquidated sum of money. The defendant abandoned his defence or failed to prosecute his defence despite the service of hearing notices and having the actual knowledge of the suit. The law is settled that a defendant that was accorded notices to defend a suit against him but failed to utilise the ample opportunities accorded to him cannot turn around to alleged denial of fair hearing after hearing notices were duly served on him. The Supreme Court held that, fair hearing in essence, means giving equal opportunity to the parties to be heard in the litigation process before the court. Where parties are given opportunity to be heard, they cannot complain of breach of the fair hearing principles as held in the case of *Ojo v Abdulazeez (2024) 6 NWLR (Part1934) at 363, E-H*. The failure of the defendant throughout this case to cross examine the witnesses presented by claimant and or to produce contrary evidence make this Honourable Court to accept the only evidence presented before this Honourable Court as truth of the matter. The position of the law is trite that where the evidence before the court on material fact was not challenge or controverted or discredited by the adverse party in the process of cross examination, the court is bound to accept such testimony as true. This position of the law was established in the plethora of cases, *Airtel Network Ltd., v Plus Ltd., (2020) 15 NWLR (Part1747) 235, SPDCN Ltd., v Esowe (2008) 4 NWLR (Part 1076) 72 at 88*.

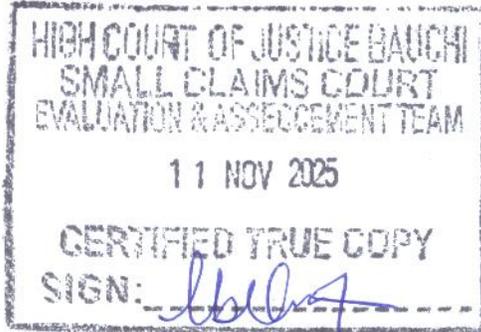
On the whole, civil matters are generally decided on the preponderance of evidence. In the instance suit, the claimant produced unchallenged or uncontroverted evidence. The unchallenged or uncontroverted evidence might be worthless or might fall far short of tilting the imaginary scale of justice in

favour of a party relying on such unchallenged or uncontroverted evidence. The authorities to this effect are among other cases include, *Maidara v Halilu* (2000) 13 NWLR (Part 684) 257 at 268 F-F, *Lufthansa Airlines v Odiese* (2006) 7 NWLR (Part 978) 34, *Consolidated Res., Ltd., v Abofar Ven. (Nig) Ltd.*, (2007) 6 NWLR (Part 1030) 221 at 236 A-D.

The burden of proof on a party whose evidence is unchallenged is to establish on minimal proof if such evidence is accepted and believed by the trial court as it was held in the case of *Intl. Offshore Const. Ltd., v S.L.N Ltd.*, (2003) 16 NWLR (Part 845) 157 at Pp. 180-181, H-A. In the instant suit, there was no evidence on the defendant's scale for the court to weigh and determine the preponderance of evidence. This Honourable Court would only determine whether the claimant adduce minimal evidence in support of his claim. This is because the claimant shall only succeed on the strength of his case and not on the weakness of the defendant's case. Therefore, the defendant's failure to participate throughout the hearing of this case would only be regarded as a defendant's weakness. The claimant has a duty to prove his claim by credible evidence for him to succeed as decided in the case of *Mr. Muhammed Dungus & Ors v ENL Consortium Ltd.*, (2015) NLLR (Part 208) 39.

It is the finding of this Honourable Court that the claimant in this suit produced unchallenged or uncontroverted evidence. The unchallenged or uncontroverted evidence is not synonymous with prove by credible evidence. The claimant in this suit established his claim by way of minimal proof as required by the law and he is therefore entitled to the relief sought before this Honourable Court. This Honourable Court hereby entered judgment in favour of the claimant on the merit of his case. I hereby ordered the defendant to pay the claimant the sum of **Five Hundred and Fifty Thousand (N 550,000:00)** only being a debt as the purchased price for the two cows sold to the defendant by the claimant. I also ordered the defendant to pay the claimant the sum of **One Hundred Thousand Naira (N 100,000:00)** only as a cost of this action.

There is right to appeal to High Court of Justice of Bauchi State within 14 days by any of the aggrieved party as provided in **Article 14 (2) of the Practice Direction on Small Claims Court No. 2 of 2022.**



[Handwritten Signature]

Abdulmumini Adamu Esq.,

Principal District Judge II.

05/11/2025.