

**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 05<sup>TH</sup> DAY OF NOVEMBER, 2025**

**BEFORE HIS WORSHIP**

**ABDULMUMINI ADAMU ESQ.**

**COURT CLEARK:**

**ABDULSALAM ABDULLAHI**

**BETWEEN:**

**CLAIM NO: SCCBH/048/2025**

**UKA MAKA OKWODOLU ..... CLAIMANT**

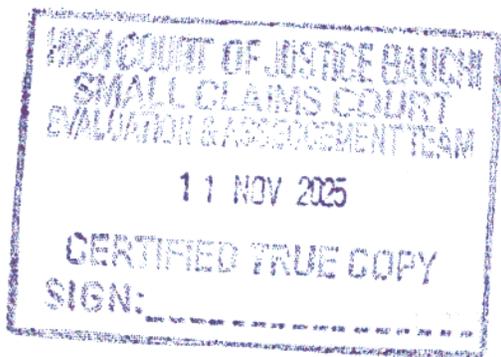
**AND**

**BE UPPER LOVE ..... DEFENDANT**

Both parties absent.

Appearances:

Chinenye G.N Esq., : for the claimant.



## JUDGMENT

The learned counsel for the claimant Chineye G.N Esq., applied by way of motion exparte for the leave of this Honourable Court to serve the defendant by way of substituted means through electronic means to wit by sending all the requisite processes to the functioning **WhatsApp number 08033550734 and at the gate of the Bauchi State High Court of Justice.** This Honourable Court granted the leave for the substituted service on the 16<sup>th</sup> day of July, 2025. 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 One Hundred and Twenty Thousand Naira (N 120,000:00). 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.

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 defendant on the 17<sup>th</sup> day of September, 2025 requiring the defendant to appear before this Honourable Court on the 19<sup>th</sup> day of September, 2025. This suit was commenced denovo on the said 19<sup>th</sup> day of September, 2025. The defendant was 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 herself as sole witness who testified as Pw 1. The learned counsel for the claimant applied for a fresh hearing notice to be served on the defendant to come and cross examine Pw 1. The application was granted and a fresh hearing notice was duly served requiring the defendant to appear on 02<sup>nd</sup> day of October, 2025. The defendant was not in court to cross examine the witness and the right accorded for such purpose was foreclosed and the witness was discharged. The matter was adjourned to 08<sup>th</sup> day of August,

2025 for final address. The learned counsel for the claimant adopted her final written address dated and filed 07<sup>th</sup> day of October, 2025 and 08<sup>th</sup> day of October, 2025 respectively hence this judgment. The learned counsel for the claimant submitted a lone issue for determination in this suit as follow:

**“Whether the plaintiff has proved her claim to warrant the judgment of this Hon. Court be giving in her favour”.**

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

Pw 1 gave her name as Uka Maka Okwodolu who gave her testimony on affirmation. She testified to the effect that on the 04<sup>th</sup> day of November, 2024 she made online transaction where she ordered to purchase Slippers and Slipon from the defendant at the cost of One Hundred and Twenty Thousand Naira (N 120,000:00). The defendant sends items that are entirely different from what she purchased. It took about Six month from the date the contract was executed to the time of the delivery. She paid the sum of One Hundred and Twenty Thousand Naira (N 120,000:00) as the purchased price for the items to the defendant. The defendant failed to neither deliver the slippers nor return the purchased price. She tendered the transaction receipt dated 04<sup>th</sup> day of November, 2024 in evidence and it was admitted by this Honourable in evidence and marked as exhibit “A”. The certificate for compliance with the provision of Section 84 of the Evidence Act, 2011 that deals with electronically generated evidence was also tendered in evidence and admitted by this Honourable which was levelled and marked as exhibit “B”. The witness also presented the receipt dated 28<sup>th</sup> day of May, 2024 for engaging the services of her counsel where she paid the sum of One Hundred Thousand Naira (N 100,000:00) which was also admitted in evidence and marked as exhibit “C”.

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

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

In her written address the learned counsel for the claimant argued and submitted that the evidence adduced by Pw 1 established the case for the claimant. It was in evidence that the claimant made an order for the purchase of Slippers and Slipon from the defendant and the defendant failed to deliver the said items to the claimant as expected despite the claimant had paid the purchase price of the sum of One Hundred and Twenty Thousand Naira (N 120,000:00). The learned counsel for the claimant submitted that civil matters are generally decided on the preponderance of evidence and not proof beyond reasonable doubt. She cited the case of *Mayaleke v Okenla (2015) 29 WRN 97 at 101 R.3* where it was held: **“Generally in civil matters, a case is proved on the preponderance of evidence – which side adduced the more compelling evidence”**

The learned counsel for the claimant also argued and submitted that the evidence presented by the claimant was not challenged nor denied by the defendant. The court must rely on such lawful evidence that was neither challenged nor controverted. She cited the case of *Amobi v Nzegwu (2014) 3 WRN 1 at 13 R. 16* and urged the court to so hold.

The learned counsel for the claimant further submitted that the defendant did not file a statement of defence to this suit despite of being aware of its existence. She argued and submitted that the defendant’s failure to file statement of defence means that the defendant admitted the claimant’s claim. She submitted that the position of the law is that **“what is admitted need no proof as evidence has gone one way”**. She referred this Honourable to the case of *Nigerian Bottling Co. Plc. v Ubani (2014) 7 WRN 1 at 10 R. 7*. The learned counsel for the claimant also argued and submitted that the claimant adduced the receipt of the transaction in evidence as documentary evidence. The court held in the case of *Alh. Isiyaku Yakubu Ent. Lte. V Teru (2020) 16 NWLR*

(Part 1751) Page 505 at 510 R. 4 “Documentary evidence is the most reliable, if not the best evidence. It is more reliable than the oral witness”.

The learned counsel for the claimant submitted that the testimony of Pw 1 and the exhibit tendered proved the claimant’s suit without any iota of doubt. The claimant has proved her case on the strength of her own case and discharged the burden of proof lies on her. She urged this Honourable Court to use the principle established in the case of **Mayaleke v Okenla** supra cited and resolve this suit on the preponderance of evidence before this Honourable Court.

I have carefully considered the complaint filed in this suit as provided in Form SCA 2, the evidence adduced by the claimant as the sole witness in this matter as well as the final written address filed by the learned counsel for the claimant. 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 ascertained 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.**

This Honourable Court is satisfied that the nature of the claimant’s claim is for liquidated sum of money. The defendant abandoned her defence or failed to prosecute her 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 opportunities accorded to him cannot turn around to alleged denial of fair hearing after hearing notices were duly served on the party. 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 as rightly submitted by the learned counsel for the claimant that where the evidence before the court was not challenge or controverted by the adverse party, 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, the learned counsel for the claimant rightly submitted that civil matters are generally decided on the preponderance of evidence. However, the position of law is not without exception, civil matters of this nature as in the instance suit fall within the exceptional situation. The claimant in this suit 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 (Part978) 34, *Consolidated Res., Ltd., v Abofar Ven. (Nig) Ltd.*, (2007) 6 NWLR (Part 1030) 221 at236

**A-D.** The burden of proof on a party whose evidence is unchallenged or uncontroverted is established on minimal proof if such evidence is accepted and believed by the trial court. This position of the law 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.* There was no evidence on the defendant's scale for the court to weight and determine preponderance of evidence. In the circumstance of this suit, this Honourable Court would only determine whether the claimant adduce minimal evidence in support of her claim. This is because the claimant shall only succeed on the strength of her 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 her claim by credible evidence for her to succeed as decided in the case of *Mr. Muhammed Dungus & Ors v ENL Consortium Ltd., (2015) NLLR (Part208) 39.*

It is the finding of this Honourable Court that in the instance suit, the claimant produced unchallenged or uncontroverted evidence. Contrary to the submission made by the learned counsel for the claimant, the claimant shall only succeed by minimal proof not on the preponderance evidence as contemplated by her learned counsel. This is so as unchallenged or uncontroverted evidence is not synonymous with prove by credible evidence. The claimant in this suit established her claim by way of minimal proof as required by the law and she 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 her case. I hereby ordered the defendant to pay the claimant the sum of **One Hundred and Twenty Thousand (N 120,000:00)** only being the purchased price for the two items purchased by the claimant from the defendant without delivery as agreed by the parties.

However, with regard to the professional fees for engaging the services of a lawyer to prosecute this case as admitted in exhibit "C". The claimant

demanded the payment for the sum of **One Hundred Thousand Naira (N 100,000:00)** only as professional fee. Looking at exhibit "C" it was revealed that the said receipt was dated the 28<sup>th</sup> day of May, 2024 long ago before the transaction in controversy the subject matter of this suit was executed. The said exhibit "C" is worthless document in this case and lacked any probative value. It is the decision of this Honourable that the claimant failed to establish or justify the actual fees paid as a professional fee for engaging the lawyer by way of credible evidence as required by the law. The application for the sum of **One Hundred Thousand Naira (N 100,000:00)** only as professional fee lack the legal basis and same is hereby refused in the overall interest of justice and I so hold.

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.**



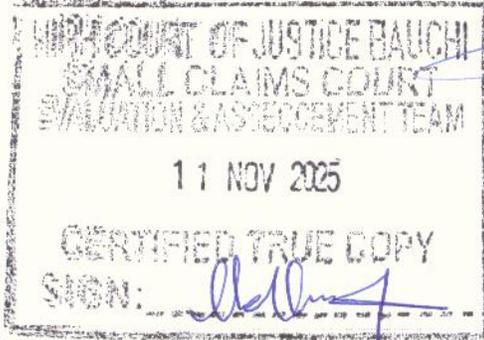
*Abdulmumini Adamu Esq.,*

Principal District Judge II.

05/11/2025.

Chinenye Esq., : we are asking for the cost of Fifty Thousand Naira (N 50,000) only as cost of this action.

Court- I hereby ordered the defendant to pay the cost of Fourty Thousand Naira (N 40,000) only as cost of this action.



*Abdulmumini Adamu Esq.,*

Principal District Judge II.

05/11/2025.