

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 23RD DAY OF DECEMBER, 2025

BEFORE HIS HONOUR
ABDULMUMINI ADAMU ESQ.

COURT CLEARK:

ABDULSALAM ABDULLAHI

CLAIM NO: SCCBH/123/2025

BETWEEN:

CHINONSO OKPALAEKE CLAIMANT

AND

SUNDAY IBE DEFENDANT

Claimant: absent.

Defendant: present, speaks and understand English Language.

Appearance:

Kinsley Gabriel Esq.,: for the Claimant.

JUDGMENT

BRIEF FACTS OF THE CASE

The claimant and defendant in this suit are all business men engaging in the selling of car spare parts at Bakin Kura Street, Bauchi, Bauchi State. The claimant claimed that he used to give goods to the defendants and his business boys on credit basis and payments are made after it was sold. The claimant claimed to have been recording all goods collected by the defendant in his record books and were not paid. The claimant through registry of this Honourable Court issued out a letter of demand against the defendant dated the 80th day of September, 2025 which was duly served on the defendant on the 12th day of September, 2025. He demanded for the payment of **One Million, Fourty Eight Thousand and Four Hundred Naira (N 1,048,400) only**. There was no compliance with the letter of demand by the defendant which led to the service of the 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 23rd day of October, 2025. The claimant further claim in addition to the main claim the sum of **Four Thousand Five Hundred Naira (N 4,500) only as filing fee and Two Hundred Thousand Naira (N 200,000) only** as cost of this action. The entire claimant's claim now is the total sum of **One Million, Two Hundred and Fifty Two Thousand and Nine Hundred Naira (N 1,252,900) only**. The defendant filed the prescribed Form for Admission, Defence and Counter Claim as provided in Form SCA 5. He admitted part of the claimant's claim to the tune of **Four Hundred and Fourteen Thousand and Five Hundred Naira (N414, 500) only**. The defendant denied the claimant's claim for the sum of **Six Hundred and Thirty Three Thousand, Nine Hundred Naira (N 633,900) only**. This Honourable Court entered judgment on the admitted sum and requested the claimant to proof the disputed amount as required by the law.

THE EVIDENCE ADDUCED BY THE CLAIMANT.

The claimant testified as the sole witness and also tendered two record books which were received in evidence and marked as exhibit "A" and "B". The claimant as Pw 1 testified to the effect that from the year 2023, the defendant do come to his shop and collected car spare parts which include battery and lubricants. They used to write the items collected on credit and used to pay for the price thereafter. However, from 2023 to 2024 the defendant has been failing to pay for the money of the items collected on credit which led to the higher amount of the debt accrued on the defendant. The exhibit "A" and "B" contained all the transactions which the defendant defaulted in making payments. Exhibit "A" contained series of transactions commencing from 12th day of June, 2023 and ended on the 22nd day of April, 2024. Exhibit "B" contained series of transactions which commenced from 18th day of December, 2024 and ended on the 29th day of September, 2025.

Under cross examination, he stated that he made several efforts to recover his money but it was proved abortive. He approached the defendant in his shop, but the defendant always gave him flimsy excuses in one way or the other. He demanded the payment of the debt since early 2024 while the defendant stopped paying his debt as the exhibits would revealed. He doesn't have any unpaid transaction with the defendant's father in person of Ibeh David.

THE EVIDENCE ADDUCED BY THE DEFENDANT.

The defendant testified as Dw 1, he testified that he used to go the claimant and collected goods. He sometimes sends his boy to collect goods/items from the claimant. If he has money he pays immediately while if he does not have money he collects on credit basis and pay thereafter. There are also goods that he collects from the claimant for the customers on credit basis. Whenever the customer pay for it, or if he personally get money he pay for it. He made efforts and enquired from the people that collected the goods from the claimant but they said they cannot remember the transactions in questions. He knows as fact that his boys used

to sell whatever they have collected from the claimant and return the money to the claimant. All goods collected by David Ibe listed as part of this claim was not appropriated. The claimant should contact the person not him. There was also an item collected in December, 2023 by Miss *Ojone*. The said lady was not sure to have been working under the defendant as at the time of the said transaction. All goods collected by him personally or his boy/agents they do pay thereafter.

Under cross examination, he stated that *David Ibe* is his father, also engaged in the business of car spare parts. It was true that this witness do business with the claimant in this suit for the car spare parts. He does collect goods and pay thereafter. He known *Chidubem and Twins*, they are both working under him as business boys. He used to send them to collect goods from the claimant with or without money. He does not have the record books of all the items collected from the claimant.

THE APPLICABLE LAW.

I have gone through all the processes filed by the claimant in this suit which were duly served on the defendant. It is the opinion of this Honourable Court that there is a sole issue for determination in this suit as follow:

“Whether the claimant Proof his case by credible evidence against the defendant to be entitled to the reliefs sought”.

The provisions of **Sections 131, 132, 133 and 134 of the Evidence Act, 2011**, Provided for on whom the burden of proof lies and the standard of proof in civil matters. The burden of proof shall be discharged on the balance of probabilities in all civil proceedings as decided in the case of *Akinfolarin v Akinnola (1994) 3 NWLR (Part 335) Page 659*. The court held that in civil matters, the burden of proof is discharged when the evidence tilts the scale slightly in favour of the party asserting the claim.

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.

The position of the law is trite that where the evidence before the court on material fact was not challenged 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 (Part 1747) 235, *SPDCN Ltd., v Esowe* (2008) 4 NWLR (Part 1076) 72 at 88.

In addition to the oral testimony of the claimant in this suit, he also produced documentary evidence which were received in evidence as exhibit "A" and "B". The entire evidence adduced by both the witnesses revealed that the parties in this suit engaged in the business of car spare parts. The defendant used to collect goods or sends his boys *Chidubem and Twins* to collect goods from the claimant with or without money. It is a basic principle of law that an agent's actions within his authority bind the principal as if the principal acted himself (*quit facit per alium*). The court also anchored the above principle of the agency in the case of *Febson Fitness Centre & Anor v Cappa Holdings Ltd & Anor.* (2014) LPER-24055.

It was in evidence that the defendant used to send *Chidubem and Twins* to collect goods from the claimant. The said *Chidubem and Twins* acted as the defendant's agent in the eyes of law. There was no evidence that the agents acted outside their authority.

On the strength of the above authority this Honourable Court holds that all the entries reflecting the names of *Chidubem and Twins* in exhibit “A” and “B” are considered as part of the goods collected by the defendant. All dealings or contracts executed by *Chidubem and Twins* with the claimant in this suit are deemed to have been duly executed by the defendant personally in the eyes of law. The testimony of Dw 1 was to the effect that he cannot remember the actual amount he is indebted to the claimant. He asked his boys and they were also not in the position to remember. The defendant as Dw 1 stated further that he does not have any record book of the goods he collected from the claimant which would contradict exhibit “A” and “B” produced by the claimant as Pw 1. The exhibits contained series of transactions that involved many people including the defendant in this suit. Many goods were collected by the defendant and his agents and upon payments they were ticked paid or cancelled. However, all the transactions that involved the disputed debt were contained in the exhibits without any alteration and were not recorded in a manner that raised any suspicion. The said documentary exhibits therefore remained unchallenged or uncontroverted evidence. The exhibits must be accepted and believed by this 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.*

Looking at the exhibits, it was revealed to this Honourable Court that on the 29th December, 2023 one *Ojone* collected 1 Mobile engine oil at the rate of **Thirteen Thousand Naira (N 13,000)** only. The claimant failed to lead evidence that the said Miss *Ojone* acted as the defendant’s agent as rightly stated by the defendant in his testimony as Dw 1. The said particular transaction is hereby excluded or expunge as part of the defendant’s debt. The entry made on 11th January, 2024 was **Three Thousand Naira (N 3000)** only not the sum of **Three Thousand Nine Hundred Naira (N 3,900)** as stated by Pw 1 in his examination in chief as a witness. This Honourable considered the written figure as contained in exhibit “A” as the correct amount. This Honourable Court further discovered that the entry

made on 20th January, 2024 for 1 gallon of Mobile engine oil for the sum of **N 11,500** reflected the name of *David Ibe*, the defendant's father as rightly stated by the defendant in his evidence as Dw 1. This particular entry or transaction is also excluded or discountenance as part of the defendant's debt with the claimant. Going by the contents of the exhibits the total values for the goods collected by the defendant and his agents stand at the sum of **One Million and Nine Hundred Naira (N 1,000,900)** only. The defendant admitted for the sum of **Four Hundred and Fourteen Thousand, Five Hundred Naira (N 414,500)** only.

By this simple arithmetic, the outstanding debt on the defendant is **Five Hundred and Eighty Six Thousand, Four Hundred Naira (N 586,400)** only.

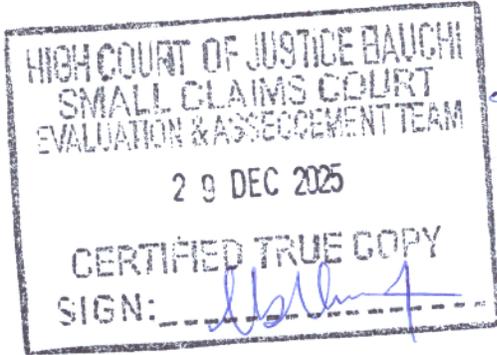
FINDINGS AND DECISION

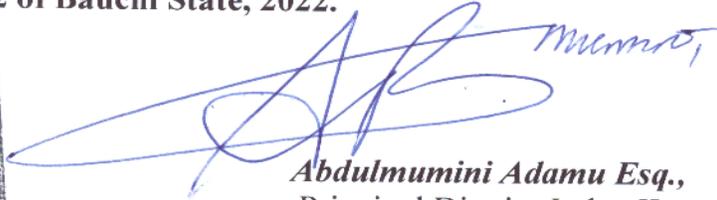
On the whole, it is the finding of this Honourable Court that the nature of the claimant's claim is for liquidated sum of money. The claimant produced documentary exhibits that remained unchallenged or uncontroverted by any other contrary evidence. This Honourable was satisfied that the claimant established his claim by way of preponderance of evidence or the balance of probabilities as required by the law. The claimant is therefore entitled to the relief sought from this Honourable Court. This Honourable Court hereby entered judgment in favour of the claimant on the merit of his case.

The defendant is hereby ordered to pay the claimant the sum of **Five Hundred and Eight Six Thousand, Four Hundred Naira (N 586, 400:00)** only being the debt owed by the defendant.

The defendant is also ordered to pay the claimant the sum of **Four Thousand Five Hundred Naira (N 4,500)** only as filing fee and **One Hundred Thousand Naira (N 100,000)** only as cost of this action. By this judgment, the defendant shall now pay the claimant the total sum of **Six Hundred and Ninety Thousand, Nine Hundred Naira (N 690,900)** only.

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 Bauchi State, 2022.**




Abdulmumini Adamu Esq.,
Principal District Judge II.
23/12/ 2025.