

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 10TH DAY OF DECEMBER, 2025

BEFORE HIS HONOUR
ABDULMUMINI ADAMU ESQ.

COURT CLEARK:

CLAIM NO: SCCBH/133/2025

BETWEEN:

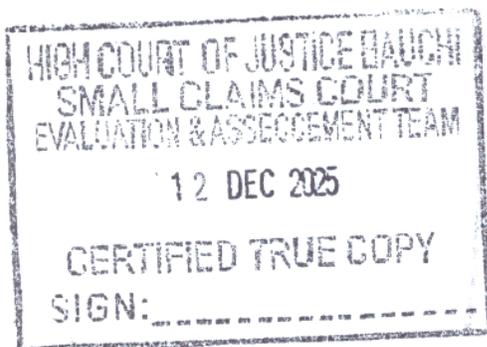
LAZARUS C. IFEORAL CLAIMANT

AND

DR. GODFREY MANISA DEFENDANT

Claimant: present in court.

Defendant: absent.



JUDGMENT

BRIEF FACTS OF THE CASE

The claimant in this suit is a business man engaging in the selling of building materials, fabrics and timber. The defendant being the owner and a director of Peoples' Clinic, Bauchi purchased timber from the claimant worth the sum of **One Million Two Hundred and Fourty Eight Thousand, Seven Hundred and Fifty Naira (N 1,248,750) only**. The defendant made several payments by way of instalments leaving the outstanding sum of **One Hundred and Eight Thousand, Seven Hundred and Fifty Naira (N108,750:00) only**. The claimant through registry of this Honourable Court issued out a letter of demand against the defendant dated the 10th day of October, 2025 which was duly served on the defendant by order of this Honourable Court via substituted means as a prerequisite for the commencement of this action. There was no compliance with the demand of letter 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 by way of substituted means on the 17th day of October, 2025 as deposed in the affidavit of service by the court's official in person of Samaila Saidu as provided in **Form SCA 6**. The defendant was not in court on the 05th day of November, 2025 fixed for the hearing despite the service of the hearing notice and the affidavit of service deposed to by the court's registrar in person of Usman Saleh as provided in **Form SCA 6**. The claimant testified as Pw 1 who is also the sole witness in this matter. This Honourable Court adjourned the matter for the defendant to cross examine the witness. A fresh hearing notice was duly served on the defendant on the 07th day of November, 2025 requiring the defendant to appear before this Honourable Court on the 10th day of November, 2025 for the purpose of cross examination. The defendant was not in the court as required despite the service of the hearing notice and the affidavit of

service deposed to by the court's registrar in person of Usman Saleh as provided in **Form SCA 6**. The Honourable Court foreclosed the defendant's right for cross examination. This Honourable Court adjourned the suit for defence. A fresh hearing notice was duly served on the defendant on the 12th day of November, 2025 requiring the defendant to appear before this Honourable Court on the 18th day of November, 2025 for the purpose of his defence. The defendant was not in the court as required despite the service of the hearing notice and the affidavit of service deposed to by the court's registrar in person of Usman Saleh as provided in **Form SCA 6**. This Honourable Court foreclosed the defendant's right for the defence and the matter was also adjourned for judgment.

THE EVIDENCE LED BY THE CLAIMANT.

The claimant testified as the sole witness and tendered documentary evidence which is the cash/credit/sales invoice receipt booklet which was received and marked as exhibit "A". The claimant as Pw 1 testified to the effect that there was a valid contract duly executed between the parties in this suit. The defendant purchased timber from the claimant worth the sum of **One Million Two Hundred and Fourty Eight Thousand and Seven Hundred and Fifty Naira (N 1,248,750) only**. The defendant made several payments by way of instalments to the tune of **One Million, One Hundred and Fourty Thousand Naira (N 1, 140,000) only**. The defendant failed to settle the outstanding sum of **One Hundred and Eight Thousand, Seven Hundred and Fifty Naira (N 108,750:00) only** despite several demands. Exhibit "A" at page 1727 both the front and back pages which follows series of transactions collaborated the testimony of Pw 1 before this Honourable Court.

APPLICABLE LAW

I have gone through all the relevant court's 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 made out a case against the defendant supported by credible evidence to be entitled to the reliefs sought”.

The provision 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.

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 as in the instant suit. 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 complaint 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 witness 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.

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.

The burden of proof on a party whose evidence is unchallenged is 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 weight 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 proof 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 (Part208) 39.

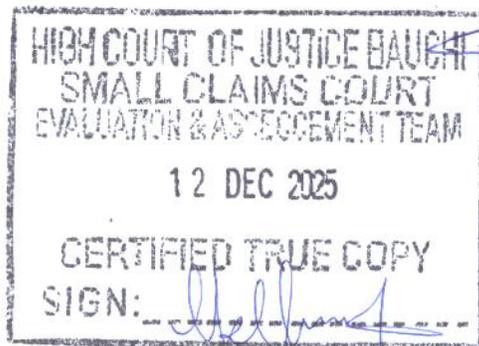
FINDINGS AND DECISION

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 unchallenged or uncontroverted evidence and this Honourable was satisfied that the claimant established his claim by way of minimal proof 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 **One Hundred and Eight Thousand, Seven Hundred and Fifty Naira (N 108, 750:00)** only being the debt owed by the defendant.

The defendant is also ordered to pay the claimant the sum of **Thirty Thousand Naira (N 30,000) 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 Bauchi State, 2022.**



A handwritten signature in blue ink, appearing to read "Abdulmumini Adamu Esq.", written over a horizontal line.

Abdulmumini Adamu Esq.,
Principal District Judge II,
Small Claims Court I, Bauchi.
Bauchi State.
10/12/ 2025.