

IN THE DISTRICT COURT OF BAUCHI STATE
IN THE BAUCHI JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS

SUIT NO SCCBH/088/2025

BETWEEN

ROTIMI OLUKOYA CLAIMANT

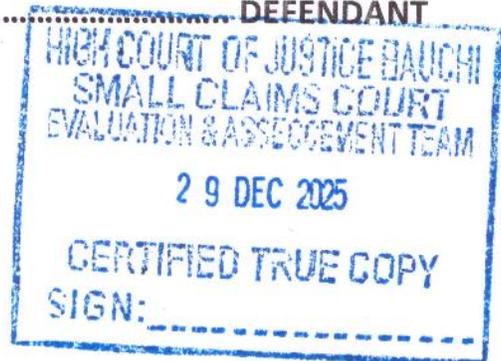
AND

SALISU AHMED BELLO DEFENDANT

Claimant present speaks English

Defendant Absent

Appearances A A MUHAMMAD for the defendant



JUDGEMENT

The claimant commenced 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 31st day of July 2025 the claimant claim against the defendant is the sum of ₦3,000,000 (Three Million Naira) being the amount he entered between him and the defendant for a business transaction, the sum of ₦50,000 (Fifty Thousand Naira) as cost of action.

The defendant in this suit was served with the originating process and hearing notice of this court via substituted service dated 4th day of August 2025 as seen on the affidavit of service deposed to by the bailiff of this Hon court ALIYU SALE TAFIDA.

On the 11th day of August when the matter was slated for hearing the defendant despite being served was absent hearing commenced.

CW1 – ROTIMI OLUKOYA the claimant in this suit affirms and testified to the effect that on the 27th day of July 2023 they entered into a transaction with the defendant for the supply of palm oil we agreed and I transferred the sum of three million naira

into his UBA account, on the agreement that on monthly bases he will remit the sum of #100,000 as part of the profit, we started in July 2023.

In October 2023 he remitted the sum of #300,000 naira only for the month of August, September and October 2023, in December 2023, he remitted the sum of two hundred naira for the month of November and December 2023.

Claimant – I humbly apply to tender the bank statement of account between the claimant and the defendant.

COURT – the bank statement of account for the transfer of the sum of three million dated 27th day of July 2023 is hereby admitted into evidence and marked as EXHIBIT A.

In the year 2024 unfortunately all through the year I didn't receive any profit from him, not until 27th day of March 2025 he remitted the sum of #200,000 after too much pressure by me, since then it has been one excuse or the other, I have to chart him via social media.

In the month of June 2025, he contacted me to give him the total calculation to enable him send back my money the sum total was Four Million Five Hundred Thousand Naira he promises that in a week time he will send the money but he didn't as promise rather he requested that I should waive all the profit and allow him to pay the principal sum and I agreed since then I didn't hear from him, the principal sum is three million naira only. It is on this ground am presently before this court.

Claimant – that is the case of the claimant

COURT – cw1 is hereby stood down for cross examination and defense case adjourned to 12th day of August for cross examination of cw1 and defense I ordered that hearing notice should be served on the defendant and same was executed.

On the 12th day of August 2025 when the matter came up for cross examination of cw1 and defense A A MUHAMMAD ESQ appeared for the defendant.

CROSS - EXAMINATION OF CW1 told the court that he transferred the sum of three million naira to the defendant there is no any other condition or agreement with regard to loss during the business, I contacted him on several occasion to return back my money, he never approach or told me he has an issue with his business.

On the 19th day of August 2025 the defendant enter their defense DW1 by name ABDULHAMID USMAN affirm and testified to the effect he knows both the claimant and the defendant in this suit, in the year 2023 the claimant gave some money to the defendant on the ground that he want to invest in their business of selling palm oil he gave the sum of three million naira to the defendant, I myself invest into the said business with the sum of two million naira on the agreement that a profit of ₦100,000 will be giving on monthly bases, but some issues came up the palm oil was supplied with water in it, we then reported the issue at zone 12, then NAFDAC no action was taking with regard at zone 12 and NAFDAC.

The claimant called the defendant that he needs his money due to the loss he encountered I reduce the sum of ₦500,000 from my own capital of two million naira, while the claimant said he can not waive anything from his principal sum of three million naira.

In the year 2024 the claimant mate me in respect of his money with the defendant he insisted that the claimant should pay him his money, he ask me to kindly show me the house of the defendant, the defendant asked me if I have some money with me that the claimant will come and collect the sum of one million five hundred naira and I gave him, later he requested for the sum of ₦500,00 was also giving to him by me, it got to the extent that the claimant and the defendant wanted to have a fight the defendant then sold one of his electric bike and gave the claimant the sum of one million naira, the defendant is my boss.

During cross examination he told the court that he was not a witness to the discussion between the claimant and defendant, I gave all the money to you myself.

NO RE- EXAMINATION.

A A MUHAMMAD ESQ – this is the case of the defendant; we humble apply for date for final written address.

COURT – case adjourned to the 26th day of August 2025 for final written address.

On the 26th day of August 2025 counsel to the defendant and defendant was absent no reason whatsoever for their absent.

The claimant humble applied that the right of the defendant be foreclose for final written address and he has waived his right of final written address same was granted as prayed.

The matter was set down for judgment.

COURT DECISION AND FINDINGS

This honorable court formulate single issue for determination thus;

‘ Whether the claimant has proved his case based on preponderance of evidence or balance of probability?

The law is trite that the initial burden of proof in civil case lies on the claimant and after the initial burden it shifts on the defendant to present evidence to controvert same this court refer itself to the case of ABDULLAHI HUSSAINI AND 1 OR VS EBERECHUKWU OGBUOKIRI (2014) ALL FWLR PART 203 PAGE 2132 AT 2138.

The court went further and said in civil cases the burden of proof lies on the claimant, the proof or rebuttal of issues which arises in the course of the proceeding may shift to the defendant and vice versa as the case progresses.

It is clear to from the facts disclosed that the claim of the claimant is the sum of three million naira being the amount he contributed for the said business transaction as per the statement of account between the claimant and the defendant, it is equally clear that the parties have entered into a transaction legally enforceable in the eyes of the law and they are bound by it THIS COURT REFER ITSELF TO THE CASE DODO VS SOLANKE (2007) 16 FWLR (pt 346) 57.

it is also in the testimony of cw1 that the defendant gave him interest of the said amount for the month of august, September, October, November and December 2023, in the year 2024 he didn't remit any profit to me not until in the month of march 2025 he remitted the sum of #200,000, it is also clear from the above testimony that the claimant have collected the above stated interest, however there is a breach of contract by the defendant, he fail to perform his contractual obligation without lawful excuse as established in the case of AFOLABI VS GOVERNOR OF OYO STATE & ORS (2016).

Based on the above and to my own view the defendant has breach the agreement entered between him and the claimant by not paying him the interest in the year 2024, January 2025.

It is clear from EXHIBIT A that the defendant received the sum of three million naira from the claimant for the business purpose, The defendant witness on his own part admitted that the claimant entered into a business transaction with the defendant, he transferred the sum of three million for the purpose of the said business.

The claim of the claimant is for monetary sums therefore the claim of the claimant being monetary in nature is a claim for special damages, which should be specifically pleaded. This court refer itself to the case of NNPC VS CLIFCO NIGERIA LTD (2011) LPELR 2022 (SC).

However, there is nothing before me to show that the defendant has remitted or refund the principal sum of the said amount of three million naira to the claimant, am on mind full of the testimony of DW1 to the fact that he has giving the sum of three million naira installmentally to the claimant but he stated clearly that he was not there during the said transaction between the parties in this suit, he does not know the terms and conditions of the said transaction.

Therefore, to me the testimony of DW1 is nothing but and a hear say, because he was told about the transaction by someone else, hear say evidence can not and will not be accepted and rely on by the court. MAY I REFER MYSELF TO THE CASE OF BUHARI VS OBSANJO (2005) and DOMA VS INEC (2012) which affirms that hearsay is generally inadmissible under SECTION 37 OF THE EVIDENCE ACT 2011

The case of DANJUMA ABU VS THE STATE (2024) the above case highlight how evidence of what another person said to establish truth is inadmissible and unreliable.

The law is trite that it is the duty of the defendant and burden to establish that he has paid the claimant the sum of three million naira this court refer itself to the case of TRANSPORT VS OLUWASEGUN (1973) 3 ECLSR (PT 11) 117 AT 118 in the instant case the defendant has the bounden duty to show how the claimant was paid. I hasten to say this burden has not been discharged see the case of KATE ENTERPRISES LTD VS DaEWOO (NIG) LTD (1985) 2 NWLR (PT5) 116.

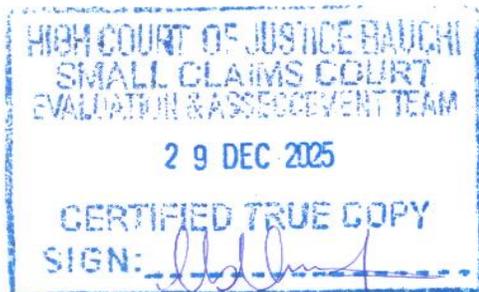
In view of the above the lone issue for determination is resolved in favor of the claimant.

Judgment is hereby entered in favor of the claimant against the defendant and I HEREBY ORDERED AS FOLLOWS;

- (1) The defendant is to pay the sum of ₦3,000,000 (Three Million Naira) being the amount for the transaction for the sale of palm oil.
- (2) Sum of ₦20,000 (Twenty Thousand Naira) as cost of action

APPEAL: There is a right of appeal to the high court of justice bauchi (small claims court) within 14 days from today.

THIS CASE IS DECIDED TODAY BEING THE 8TH DAY OF AUGUST 2025



ZAINAB M SHUAIBU (MRS)
SENIOR MAGISTRATE 1
[Signature] 08/08/2025