

**IN THE DISTRICT COURT OF BAUCHI STATE  
IN THE BAUCHI JUDICIAL DIVISION  
HOLDEN AT SMALL CLAIMS COURT NO 2 BAUCHI**

**SUIT NO SCCBH/101/2025**

**BETWEEN**

**MUSA IDRIS BAYERO ..... CLAIMANT**

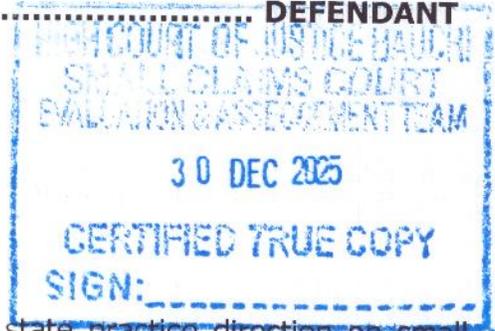
**AND**

**OMAMEZI ANDREW ..... DEFENDANT**

**Claimant present**

**Defendant absent**

**Appearances - U I WUTI ESQ for the claimant**



**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 2rd day of August 2025, the claimant claim against the defendants is the sum of ₦ 3,000,000 (three million naira), and the sum of ₦ 100,000 (one hundred thousand naira as cost of action.

The defendant was served with the originating process and hearing notice of this court personally as deposed to by the bailiff of this honorable court **ALIYU SALE TAFIDA.**

On the 11<sup>th</sup> day of Novernber when the matter was slated for hearing the defendant was absent despite being served with the court process, hearing commenced.

CW1- by name MUSA IDRIS BAYERO affirm and testified to the effect that the defendant is one of the coca cola dealers in Bauchi, he worked under me when I was the manager at the company, after the company was shut down in Bauchi, the defendant mate me at one of our coca cola dealers in Bauchi, he heard some financial challenges which affected his business, he invited me as one of his former boss if I can invest in his business, we all agreed I decided to give him the sum of three million naira on the agreement that I will be giving five percent as interest every month which is the sum of ₦ 150,000 per month.

He run that business with my money for almost a year, but towards the end of that year I noticed he is not remitting the interest as agreed, the money was giving to him in the month of November 2021, I decided to confront him to refund back my money.

U I -- that all for cw1

COURT – CW1 is hereby stood down for cross examination.

On the 1<sup>st</sup> day of December 2025 when the matter came up for cross examination of cw1 and continuation of hearing, the defendant as usual was absent learned counsel to the claimant made an application that the right of the defendant to cross examine cw1 be foreclosed same was granted as prayed having being served with the hearing notice.

On the 1<sup>st</sup> day of December 2025 CW2- by name UMAR JATAU affirm and testified to the effect that the work with the claimant at the same company, the claimant gave the defendant the sum of three million naira in the year 2021, we were running the business together with the defendant, as earlier agreed the sum of ₦ 150,000 is giving to the claimant monthly as interest, it took us a year running the business, we later encountered business issues, then the claimant requested for his money I e principal sum.

U I that is all for the witness

COURT- CW2 is hereby stood down for cross examination case adjourned to the 8<sup>th</sup> day of December 2025 for cross examination of cw2.

On the 8<sup>th</sup> day of December 2025 the defendant was absent and his right was close from cross examining cw2

U I that is the case of the claimant

COURT – case adjourned to the 15<sup>th</sup> day of December 2025 for defense I ordered that hearing notice should be served on the defendant.

On 15<sup>th</sup> day of December 2025 the defendant was absent despite being served with the hearing notice of this court, learned counsel to the claimant made an oral application that the right of the defendant be foreclosed for defense same was upheld.

### **COURT FINDINGS**

I have considered the issues by the party in light of the evidence led at the trial it appears to me that the sole issue which calls for determination in this case is

'Whether the claimant is entitled to the sum claimed'

By the provision of the evidence Act 2011, the onus rests on the party who would fail if no evidence is led at all on an issue asserted by him. This is the evidential burden of proof it is only after such a party has adduced sufficient credible evidence that the burden of proof would shift to the other side, this is codified in **SECTION 136 OF THE EVIDENCE ACT 2011**, which provides and I quote

"the burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence unless it is provided by any law that the proof of that facts shall lie on any particular person, but the burden may in the course of a case be shifted from one side to the other' **THIS COURT REFER ITSELF TO THE CASE BUHARI VS OBASANJO (2005)13 NWLR (PT 941)1 AT 122.**

In the instant suit, in addition to the evidence of cw1 corroborate with the testimony of cw2 regarding the money he gave the defendant for the business transaction.

Where the claimant has produced evidence in support of his case which prima facie will entitle him to judgment, the defendant will need to lead some evidence to enable the court to consider on whose side the case preponderate ... it is a well settled principle of law that civil cases generally are decided on the balance of probabilities SEE THE CASE **OF ALHAJI SURATU ADELEKE & 4 ORS VS SANUSI IYANDA & ANOR NSCQR VOL 6(2006) PG 799 AT 815-816.**

In the instant suit, the defendant has failed to appear to defend this suit thereby leaving this court with no other evidence with which to preponderate the evidence proffered by the claimant .the balance of probabilities therefore tilt in favor of the claimant who has adduced evidence in support of its claim before the court.

It is trite law that evidence that is neither challenged nor debunked remains good and credible evidence which should be relied upon by the trial judge who would in turn ascribe probative value to it.

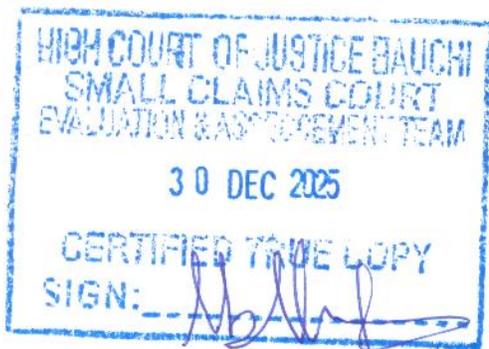
Having duly considered the evidence presented by the claimant in support of his claim and being satisfied with the facts presented, this honorable court therefore finds that the claimant has adduced sufficient evidence to entitle him to a grant of its claim.

In conclusion judgment is entered in favor of the claimant and I hereby ordered as follows;

- **THE DEFENDANT IS HEREBY ORDERED** to pay the claimant the sum of three million naira (**₦3, 000,000**) being the principal sum for the business transaction.
- The defendant is ordered to pay the sum of **₦ 50,000** (fifty thousand naira) as cost of action.

**APPEAL** – there is a right of appeal to the high court of justice Bauchi within 14 days from today

**THIS CASE IS DECIDED TODAY BEING THE 29<sup>TH</sup> DAY OF DECEMBER 2025**



ZAINAB M SHUAIBU (MRS)  
SENIOR MAGISTRATE 1

