

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE KATAGUM JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURTS NO. 1 AZARE**

SUIT NO: SCC/AZ/006/2025

BETWEEN

ENERGY ASSURED (LOAN)

AND

ALIYU SHAMAKI ADAMU

Before his worship – **ABDULLAHI ADAMU SARKI**

Both parties are present in court.

Usman Tata affirmed to interpret the proceeding of this Honourable Court.

CLAIMANT
DEPARTMENT OF JUSTICE BAUCHI
SMALL CLAIMS COURT
EVALUATION & ASSESSMENT TEAM
DEFENDANTS
19 JAN 2026
CERTIFIED TRUE COPY
SIGN:

JUDGEMENT

This small claim matter was brought and filed by the claimant pursuant to Article 2(1) (2) and (3) of small claim court practice direction No. 2 of 2022. Wherein the claimant filled SCA 2 and SCA 3 FORMS dated 7th January, 2026 and filed the same date, seeking the following reliefs against the defendant.

1. **AN ORDER** of this Honourable Court directing the defendants to pay the plaintiff (claimant) the sum of Two Hundred and Sixty Thousand Naira (N260,000) being the outstanding balance owed to the plaintiff/claimant, out of the principal sum of Three Hundred Thousand Naira (N300,000) given to the defendant on loan by the claimant.
2. **AN ORDER** directing the defendant to pay the sum of N25,000 cost of prosecuting this case.

Processes of this court have been serve on the defendant as disclosed by affidavit of service dated 9th December, 2025. Deposited to by Aliyu Mohammed Ali, sheriff of this Honourable Court.

The claimant states that sometime in the month of February, 2025, the defendant approached the claimant, being a licence money lender, and applied for interest free loan, to the tune of Three Hundred Thousand Naira (N300,000) only. On 24th February, 2025 the total sum of Three

Hundred Thousand Naira (N300,000) was given to the defendant on loan. On the condition that the defendant will repay back the loan in six-months from 30th March, 2025 to 30th August, 2025, in an instalmental payment of N50,000 per month.

The claimant also stated that on 30th March, 2025 the defendant came up with the sum of N40,000 for first payment. Instead of N50,000 as earlier on agreed. Where the defendant pleaded with the claimant and made an undertaking to the effect that at the next payment, additional N10,000 will be given by the defendant on 30th April, 2025 to complete the shortfall in the first repayment.

The claimant also stated that from 30th March, 2025 the defendant just disappeared and all effort to get to him failed. Until two months ago when the defendant re-appeared. And when contacted by the claimant, no reasonable explanation was offered and the claimant approached this court to recover his money from the defendant.

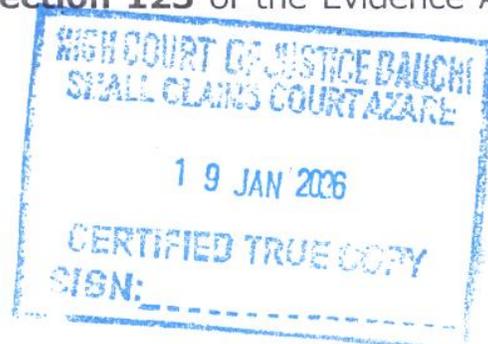
Before the return date for hearing the defendant came to the registry of this Honourable Court and admitted all the claims of the claimant against him and filled FORM SCA 5 on 12th January, 2026 to that effect. The defendant paid the sum of N100,000 in the registry leaving the outstanding balance of N160,000 only. And today the claimant has acknowledged the receipt of the total sum of N100,000 from the registry of this Honourable Court.

After considering claims of the claimant and the admission made by the defendant in FORM SCA 5 the court formulate alone issue for determination: -

"Whether an admission made outside court proceeding is binding on the party making the admission".

On the issue formulated for determination the law is trite that admission are generally binding on the party making them. See the case of **NNAJI Vs NNAJI (2018) LPELR-45111 (CA), AFOLABI Vs ADEKUNLE (1988) 3 NWLR (PT 83) 361**. And **section 123** of the Evidence Act 2011 have provided that:

"Fact admitted need not proof"



See also **OKAFOR Vs NWEKE (2017) LPELR-42765 (CA)**.

Going by the authorities cited above, the lone issue formulated for determination is hereby resolve against the defendant. And I hereby enter judgement for the claimant against the defendant and make the following orders:

1. **AN ORDER** is hereby made directing the defendant to pay the sum of One Hundred and Sixty Thousand Naira (N160,000) to the claimant, being the outstanding balance he owed the claimant.
2. **AN ORDER** is hereby made directing the defendant to pay the claimant cost of this action which stood at N25,000.

This case is decided on 16th January, 2026.

There is right of appeal to High Court of Justice Bauchi State within 14 days by any party who is not satisfied.



16/1/2026

ABDULLAHI ADAMU SARKI Esq.

SENIOR DISTRICT JUDGE I

16th January, 2026.

