

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

SUIT NO: SCC/AZ/002/2025

BETWEEN

ENERGY ASSURED (LOAN)..... CLAIMANT

AND

ISIIYAKU ADAMU DEFENDANT

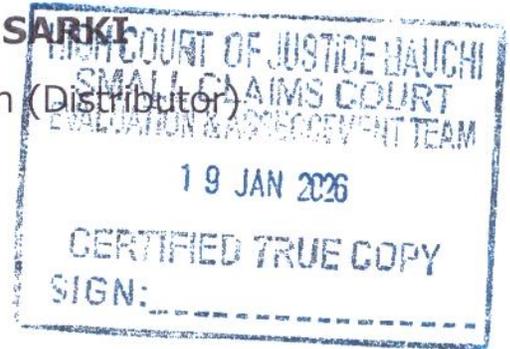
Before his worship – ABDULLAHI ADAMU SARKI

CLAIMANT: - is represented by Sagir Sulaiman (Distributor)

DEFENDANT: - speaks Hausa language

Usman Tata affirmed to interpret.

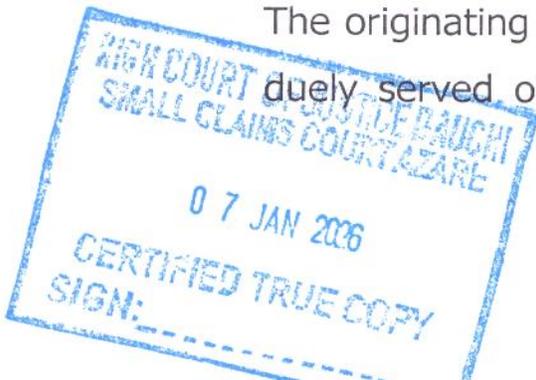
JUDGMENT



This suit was initiated by the claimant ENERGY ASSURED (LOAN) against the defendant ISIIYAKU ADAMU pursuant to small claims court practice direction No. 2 of 2022 where the claimant filled FORM SCA 2 AND 3 on 25th November, 2025 and filed on 26th November, 2025 seeking for the following reliefs against the defendant.

1. **AN ORDER** of this Honourable Court directing the defendant to pay the sum of Three Hundred and Fifty Thousand Naira (N350,000.00) only being the total sum of money given to the defendant on loan.
2. **Cost** of this action which stood at N25,000 only.

The originating processes of this Honourable Court have been duly served on the defendant on 29th November, 2025 as



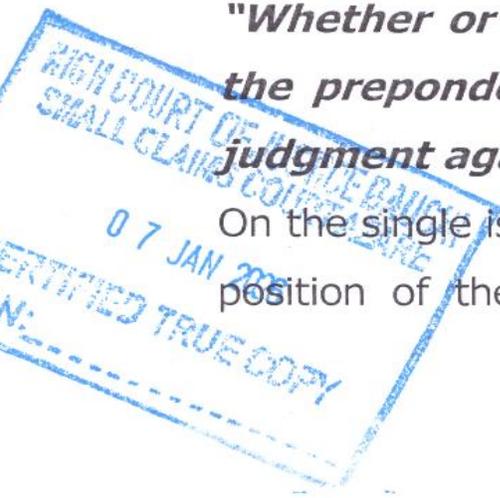
disclosed in the affidavit of service deposed to by Aliyu Mohammed Ali, Sheriff of this Honourable Court.

The case of the claimant is that sometime in the month of April, 2025, being a license money lender, gave an interest free loan of Three Hundred and Fifty Thousand Naira (N350,000.00) only to the defendant, on the condition that, the loan will be repaid back in seven months, on an installmental payment of Fifty Thousand Naira (N50,000) only every month. Starting from 1st June, 2025 to end on 1st December, 2025. And the defendant refused to make any payment as agreed upon between the parties. The defendant failed to pay after series of demand made to him by the claimant.

The defendant made an oral admission before this Honourable Court and filled FORM SCA 5 to that effect, on the day of hearing when he was given the opportunity to defend himself. After hearing the oral statement of the claimant and having taking into consideration the particulars of claims filled out and filed by the claimant as in FORM SCA 2 as well as the admission made by the defendant as contained in FORM SCA 5. This Honourable Court formulated a lone issue for determination. Thus: -

"Whether or not the claimant must prove his case on the preponderance of evidence to enable him secure judgment against the defendant".

On the single issue formulated for determination, it is a settled position of the law that, in civil proceeding claimant must



always succeed on the strength of his own case and not on the weakness of the defendant. See the case of **MRS ROSE MARY ONINUSOR VS. YAHY MAINA & ORS (2021) LPELR-11919 CA.**

However, it is on record of this Honourable Court that the defendant has admitted the claims of the claimant and has filled out FORM SCA 5 to that effect. And has taking step toward settling the amount claims by paying the sum of One Hundred Thousand Naira (N100,000.00) only to the claimant, which has been acknowledged by the claimant.

The law is trite that fact admitted need not to be prove. See section 123 of the Evidence Act 2011 (as amended).

In line with the above, the loan issue formulated is hereby resolved against the defendant and I hereby enter judgment in favor of the claimant and make the following orders.

1. **AN ORDER** be and is hereby made directing the defendant to pay the sum of Two Hundred and Fifty Thousand Naira (N250,000.00) only to the claimant, being outstanding balance of the loan sum he owed the claimant.
2. **AND** the sum of N20,000 only as cost of this action.

This case is decided today being 12th December, 2025, there is right of appeals to High Court of Bauchi State within 14days by any aggrieved party.


ABDULLAHI ADAMU SARKI
SENIOR MAGISTRATE

