

IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE
IN THE SMALL CLAIMS COURT NO. 1 OF BAUCHI STATE
HOLDEN AT BAUCHI.

ON WEDNESDAY THE 05TH DAY OF FEBRUARY, 2026

BEFORE HIS HONOUR
ABDULMUMINI ADAMU ESQ.

COURT CLEARK:

ABDULSALAM ABDULLAHI

CLAIM NO: SCCBH/145/2025

BETWEEN:

FARFON BAUCHI STATE CHAPTER CLAIMANT

AND

MOHAMMED SULEIMAN IBRAHIM DEFENDANT

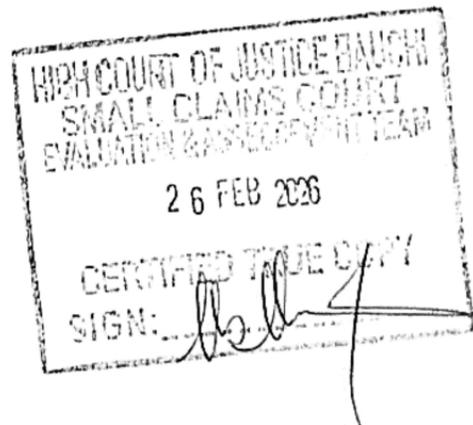
Claimant: absent.

Defendant: absent.

Appearance:

M. M. Isa Esq.,: for the claimant.

F.A. Haruna Esq.,: for the defendant.



JUDGMENT

BRIEF FACTS OF THE CASE

The claimant in this suit is a multipurpose Cooperative Society engaging into providing loan facilities of agricultural and allied inputs, such as seeds, fertilizers, agrochemicals etc. The defendant applied for some inputs on behalf of his cluster. The claimant said to have provided the inputs to the defendant but he failed to pay for the price of the items collected. The claimant is claiming from the defendant the sum of **One Million, One Hundred and Sixty Thousand, Five Hundred and Fifty Five Naira (N 1,160,550:00)** for the items supplied.

The claimant through registry of this Honourable Court issued out a letter of demand which was duly served on the defendant personally on the 22nd day of October, 2025. There was no compliance with the letter of demand 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 on the 03rd day of November, 2025.

THE EVIDENCE LED BY THE CLAIMANT.

Cw 1 gave his name as Yusuf Sani, he stated in her examination in chief that he is the secretary of the claimant. The claimant filed this suit for the recovery for the sum of **One Million, One Hundred and Sixty Thousand, Five Hundred and Fifty Five Naira (N 1,160,550:00)** for the items supplied to the defendant. The claimant used to give credit facilities of agricultural and allied inputs, such as seeds, fertilizers, agrochemicals etc. The farmer shall pay 50% advance payment of the total value of the items applied. There is also payment of insurance fee and documentation fee which is also a precondition to obtain the loan. The defendant paid the entire requisite sum and the items were supplied to

him. The defendant was expected to pay the remaining 50% after a period of three month. The defendant was given some of the items on 17th February, 2025 which include the following:

1. 5 units of water pump
2. 3 inlet horse
3. 1 outlet horse
4. 36 units of insecticide
5. 36 units of pesticide
6. 25 bags of NPK fertilizer

This witness further stated that the claimant signed a contractual agreement with the defendant which was received and marked as exhibit "A".

Under cross examination, this witness stated that the claimant has treasurer and financial secretary. The officers of the claimant work with one and another, being the secretary he performs the function of the other officers in their absent. He gave the defendant the items on the 17th February, 2025 being the 1st instalment. It was Nazif that gave the plaintiff 25 bags of urea but he cannot remember the date.

There was no re-examination to this witness and he was accordingly discharged. The claimant closed it case with the sole witness and the matter was adjourned for the defence.

THE EVIDENCE LED BY THE DEFENDANT.

Dw 1 gave his name as Muhammad Sulaiman Ibrahim (defendant). He stated in his examination in chief that the claimant through its secretary shown him the samples of the items to be given to him on behalf of his cluster. It was also agreed that upon the payment of the agreed 50% the items would be supplied immediately from the claimant's store. He paid the sum of **One Million, Eight Hundred and Sixty One Thousand, Five Hundred and Fifty Naira**

(N 1,861,550) being the 50% of the agreed items. It was however revealed to him later that the items were not on ground after the payment was made. He was later informed that the samples of the products agreed upon were not also available. He requested for the money he paid, but the claimant's officers informed him that refund was not possible. He was disappointed with the quality of the product that was supplied to him. He sold the entire items at the rate of **One Million, Six Hundred and Fourty Five Naira (1, 645,000) only**. He sold the items in order to refund the money for his cluster members. It was at that time the secretary to the claimant (Cw 1) requested him to sign the agreement and he signed it. He was not supplied with 10 bags of the fertilizer despite repeated demand.

Under cross examination, this witness stated that, he was aware of the activities of the claimant being a member. There was an agreement which he signed with the claimant that governed the transaction which led to this suit. He discovered that some of the items were substandard or fake products. He did not file or seek any legal remedy even though he has right to do so. He sold the items collected from the claimant.

There was no re-examination to this witness and he was accordingly discharged. Dw 2 gave his name as Bashir Abdullahi, he testified in the examination that the defendant on behalf of the farmers of his cluster paid the sum of the **One Million, Eight Hundred and Sixty One Thousand, Five Hundred and Fifty Naira (N 1,861,550)** to the claimant. It was agreed that the release of the items should be immediately upon making the payment. The defendant paid the requisite amount in January, 2024. The items were however supplied in February, 2025 contrary to the specifications agreed upon. Ten bags of urea fertilizer were not supplied as agreed upon. The items were to be used for the irrigation but supplied after its season. The cluster members for the defendant made effort to return the items because it was supplied after the period for the irrigation and to enable them to recover their money. Their efforts proved

abortive, the defendant sold out the items with a view to recover the money paid to the claimant.

Under cross examination, this witness stated that parties executed an agreement. There was no re-examination to this witness and he was accordingly discharged. Dw 3 gave his name as Hashimu Umar Sale, he stated in his examination in chief that he purchased items from the defendant. The defendant earlier presented some substandard items which he rejected. The defendant later presented to him good item which he bought some of it. Under cross examination, he stated that his entire testimony was based on what transpired between him and the defendant only.

THE ARGUMENTS AND SUBMISSIONS.

The learned counsel for the defendant waived his right to file a final written address in this suit. He urged this Honourable Court to consider the evidence adduced by the defendant's witnesses. However, the learned counsel for the claimant filed his final written address. He submitted a sole issue for determination as follow:

Whether on the strength of the facts before this court, the claimant has made out a case to be entitled to the claims sought.

The learned counsel for the claimant answered the lone issue for determination in the positive. He submitted that it is trite law that civil matters are decided on the preponderance evidence or balance of probabilities. He cited the provision of Section 131 and 132 of the Evidence Act, 2011. He also cited the case of *Akinbade v Babatunde (2018) 276 LRCN 48 at 85*, *Modibbo Adama University of Technology, Yola v Ijandir Isaac Samuel Yarai (2020) Legalpedia (CA) 19218*. It was held as follows:

It is settled position of the law that in all civil cases, the burden of proof lies on the person who desires the court to give judgment as to any legal right or liability which depends on the acts, which he asserts to prove that those facts exist. It is also settled that the burden of proof in a particular

proceeding lies on the person who would fail if no evidence is given on the either side.

The learned counsel for the claimant also argued and submitted that the claimant has established its claim by way of credible evidence. That the defendant owed the said sum, due and yet to be paid in accordance with the mutually agreed period and the defendant has failed to disprove it. He submitted that the evidence before the court proved that the defendant collected the items on loan from the claimant. The defendant only claimed that the items were substandard. The position of the law is that, let the buyer beware and once a contract is executed the buyer cannot later claim bad faith. The evidence of Cw 1 remained unchallenged and uncontradicted under cross examination. The Court in such circumstance is bound to accept and act on such unchallenged evidence. He referred this Honourable Court to the case of *Folarunso & Anor v Shaloub* (1994) 3 NWLR (Part 413) P. 413 at 433, Par B-H where the court held thus:

When evidence is unchallenged the court ought to accept such evidence in proof of the issue in contest

He also cited the case of *Asafa Foods Factory Ltd., v Alraine Nig., Ltd., & Anr.*, (2002) LPELR-570 (SC).

The learned counsel for the claimant further submitted that the claimant was able to discharge the legal burden of proof as required by the law and established its claims before this Honourable Court. The court shall always look at the case presented by the parties with the aim of doing substantial justice to the parties thereto. He cited the case of *Chief G.A. Titiloye & Ors v Chief Omoniyi Olupo & Ors* (1991) LPELR 3250 (SC) R. 2.

The learned counsel for the claimant further submitted that the law is trite that the claimant shall only succeed on the strength of his case and not on the weakness of the defendant's case. He cited the case of *Guinness v Udeani*

(2000) 18 WRN 18 27@ 29 R. 1. The learned counsel urged this Honourable Court to enter judgment in favour of the claimant on the strength of its case.

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. The provisions of **Sections 131, 132, 133 and 134 of the Evidence Act, 2011**, provided for on whom the burden of proof lies and the standard of proof in civil matters. The claimant has a duty to prove his claim by credible, cogent and reliable evidence on the preponderance of evidence or the balance of probabilities in order to succeed as decided in the case of *Mr. Muhammed Dungus & Ors v ENL Consortium Ltd.*, (2015) NLLR (Part208) 39.

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 ascertained 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.

I also agreed with the submission made by the learned counsel for the claimant that the position of the law is trite that where the evidence before the court on material fact was not challenged or controverted or discredited by the adverse party in the process of cross examination, the court is bound to accept such testimony as true. In addition to the decided cases cited, 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.

FINDINGS AND DECISION

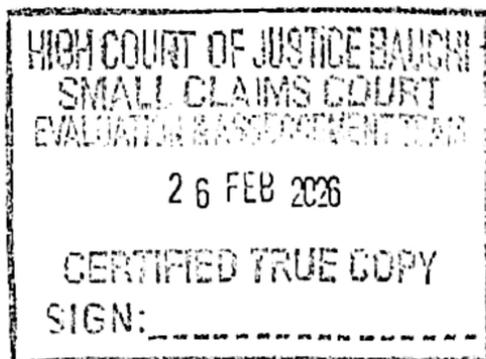
On the whole, it is the finding of this Honourable Court that the learned counsel for the defendant objected to the admissibility of exhibit "A". He however reserved his ground of the objection until at the final written address which he waived to file same. The grounds of the objection of exhibit "A" are hereby considered or deemed abandoned and I so hold.

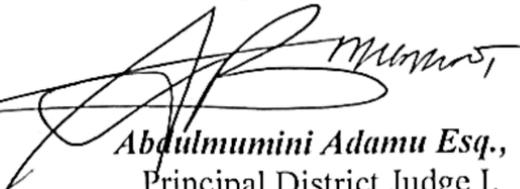
The defendant had agreed that the claimant had supplied the items to him pursuant to their contractual agreement. However, the defendant claimed and asserted that the items supplied to him were not in accordance with the specifications or samples shown to him. Assuming his assertion is true, the defendant ought to have rejected the items and seek for the appropriate judicial remedy such as rescinding from the contract, order of specific performance or damages for the breach of the contractual agreement. The defendant failed to seek any of the available judicial intervention which the claimant now activated for his own benefit. The defendant does not have any legal defence to exempt himself from the contractual obligation binding on him as contained in exhibit "A" which was duly executed and therefore binding on all the parties in this suit and I so hold.

In the light of the judicial authority cited above in the case of *Akpan v Akwa Ibom Property & Investment Company Ltd.,(supra)* the nature of the claimant's claim is for liquidated sum of money and I so hold. This Honourable Court inclined with the submissions made by the learned counsel for the claimant that the claimant in this suit established it claim by credible and convincing evidence as required by the law. This Honourable Court hereby entered a judgment in favour of the claimant with the following orders:

1. The defendant shall pay the claimant the sum of **One Million, One Hundred and Sixty Thousand, Five Hundred and Fifty Five Naira (N 1,160,550:00) only**, being the debt for the items supplied to him as contained in exhibit "A".
2. The defendant shall pay the claimant the sum of **Four Thousand Five Hundred Naira (N 4,500:00)** as cost of filing this suit as contained in the official receipt.
3. Both parties are to bear their respective cost of this action in the overall interest of justice.

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.**




Abdulmumini Adamu Esq.,
Principal District Judge I.
Small Claims Court I, Bauchi.
05/02/2026