

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

ON THURSDAY THE 25TH DAY OF FEBRUARY, 2026

BEFORE HIS HONOUR
ABDULMUMINI ADAMU ESQ.

COURT CLEARK:

ABDULSALAM ABDULLAHI

CLAIM NO: SCCBH/100/2025

BETWEEN:

HON. SAMAILA ISAH MOHAMMED CLAIMANT

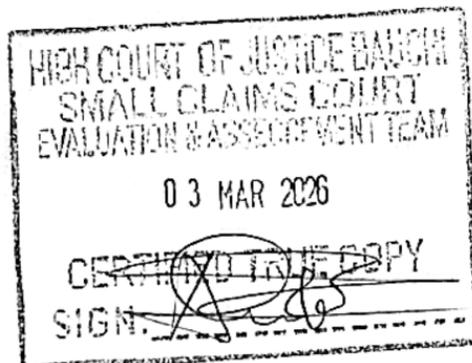
AND

YAKUBU ABDULKADIR ABUBAKAR DEFENDANT

Both parties: absent

Appearance:

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



JUDGMENT

BRIEF FACTS OF THE CASE

The claimant filed this suit for the recovery of the sum of **Two Million Naira (N 2,000,000:00) only** as contained in the letter of demand as provided in Form SCA 1 which is a pre-requisite for commencing an action before this Honourable Court. The claimant also filled and filed a Complaint Form as provided in Form SCA 2 dated the 18th day of August, 2025 which stated that he is claiming for the said sum as contained in the letter of demand. The claimant also filled and filed summons as provided in Form SCA 3 also dated the 18th day of August, 2025 where it contained the debt of **Two Million Naira (N 2,000,000:00) only**, filing fee for the sum of **Four Thousand Five Hundred Naira (N 4,500:00)** and the sum of **Two Million Naira (N 2,000,000:00) only** as cost of this action. The claimant is now claiming the sum of **Four Million, Four Thousand and Five Hundred Naira (N 4,004,500:00) only**.

The defendant filed the requisite form for Admission, Defence and Counter Claim as provided in Form SCA 5 dated 08th day of October, 2025 where he denied all the claimant's claims. Both parties testified as their respective witnesses in this suit. The learned counsel for the defendant applied that the registrar of Chief Magistrate 9 Bauchi be subpoenaed to tender a document. The application was granted and the matter was adjourned to 22nd day of January, 2026 for the continuation of defence. On the return date the 22nd day of January, 2026 the defendant and his counsel were both absent in the court despite the fact that the matter was adjourned in their present. The learned counsel for the claimant applied that defendant's right for continuation of defence be foreclosed and the application was granted by this Honourable Court. Both learned counsel were given seven (7) days each to file his final written address. The learned counsel for the defendant failed to file any final address. The learned counsel for the claimant filed and adopted his address.

THE EVIDENCE AND SUBMISSION OF THE LEARNED COUNSEL.

The learned counsel for the claimant *M.M. Ibrahim Esq.*, led the claimant who testified as the sole witness in this matter. The testimony of Cw 1 is to the effect that he paid the purchased price for the land transaction executed with the defendant for the total sum of **Two Million and Four Hundred Thousand Naira (N 2,400,000:00) only**. The defendant failed to perform his own part of the contractual obligation. The claimant also incurred other expenses for the sum of **Three Million, Three Hundred and Ten Thousand Naira (N 3,310,000:00) only** and the sum of **Five Hundred Thousand Naira (N 500,000:00)** as legal fees.

Under cross examination, this witness stated that the agreed period for him to complete the purchase price of **Five Hundred Thousand Naira (N 500,000:00)** was in December, 2023. He was ready to pay the balance in December, 2023 but the defendant refused to pick his call. He paid the sum of **Four Hundred Thousand Naira (N 400,000:00) only** into the defendant's account on 30/06/2014. He retained the sum of **One Hundred Thousand Naira (N 100,000:00) only** for the defendant to release the title document to him. The initial payment he made to the defendant as deposit was the sum of **Two Million Naira (N 2,000,000:00) only**.

The defendant's testimony as Dw 1 was to the effect that the claimant failed to complete the payment of the sum of **five Hundred Thousand Naira (N 500,000:00) as agreed in December, 2023**. He went to the Galadima of Tirwun who witnessed the transaction. The said Galadima tried to reach the claimant on phone but his number was not available. He went back to Galadima in January, 2025. It was after the expiration of the agreed period for the completion of the purchase price he resold the land in the month of March, 2025. He went to Galadima with a view to refund the claimant's money. He further stated that he was convicted by the Magistrate Court with the order to pay the sum of **Two**

Million and Four Hundred Thousand Naira (N 2,400,000:00) only. He filed an appeal on the said judgment.

Under cross examination, the learned counsel for the claimant tendered through this witness the record of proceeding in case No. **CMCBH/694/2025** conducted on the 01/09/2025 and referred to the last page. The learned defence counsel applied for a date to respond to the application for tendering the said record of proceeding in evidence. This Honourable Court adjourned for the learned counsel to the defendant to respond. However, the learned defence counsel was not in court on the return date. The learned counsel for the claimant did not revisit the issue to the attention of this Honourable Court.

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 learned counsel for the claimant submitted a sole issue for determination in this suit as follow:

“Whether or not the claimant succeeded in discharging the burden of proof placed on him to enable this Honourable give judgment in his favour.”

The learned counsel for the claimant submitted that the claimant has discharged the burden of proof placed on him by the law. The claimant has proved his case on the balance of probability and as such he is entitled to the judgment of this Honourable Court. He referred this Honourable Court to the case of *Egbo v Anauche (2020)4 NWLR (Part 1713) 82 SC*. The learned counsel for the claimant further argued and submitted that the claimant presented un-challenged and un-contradicted evidence. It is duty of this Honourable Court to accept and act on such un-contradicted evidence. In the instant case the claimant testified as Cw 1 and tendered four (4) exhibits which were not challenged in any way which established the claimant's case against the defendant. The learned counsel for the claimant argued and submitted that the defendant's failure to provide this Honourable Court with the record of proceeding of Chief

Magistrate Court 9 Bauchi amounts to withholding of evidence as provided in **Section 169 (d) of the Evidence Act, 2011.**

The learned counsel for the claimant also urged this Honourable Court to order the defendant to pay the professional fees paid by the defendant as contained in exhibit "D".

APPLICABLE LAW

The provision of **Sections 131, 132 and 133 of the Evidence Act, 2011,** Provided for on whom the burden of proof lies and the standard of proof in civil matters. 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 have carefully considered the content of the letter of demand, the complaint and summons filed in this suit as provided in Form SCA 2 and 3 respectively. I also considered the evidence adduced by both parties as their respective sole witnesses in this matter. The position of the law is trite that where the evidence before the court on material fact was not challenge or controverted or discredited by the adverse party in the process of cross examination, the court is bound to accept such testimony as true. This position of the law was established in the plethora of cases, *Airtel Network Ltd., v Plus Ltd., (2020) 15 NWLR (Part 1747) 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 claimant's main claim as contained in the relevant process was for the recovery of the sum of **Two Million Naira (N 2,000,000:00) only**. It was in the summons the claimant changed and inflated the figure. The evidence led by the claimant as regard to the other expenses incurred was at variance with the figure written on the summons. The most important process to ascertain the claim is the letter of demand and the complaint forms as provided in **Form SCA 1 and 2 respectively**.

From the totality of the evidence adduced by all the witnesses it was certain that the claimant paid the defendant the sum of **Two Million and Four Hundred Thousand Naira (N 2,400,000:00) only** for the land transaction which was not delivered by the defendant due to misunderstanding arose between the parties. The claimant claimed for the additional expenses for the sum of **Two Million Naira (N 2,000,000:00) only** as cost of this action as contained in the summons. The same claimant testified as Cw 1 to the effect that he incurred other expenses to the tune of **Three Million, Three Hundred and Ten Thousand Naira (N 3,310,000:00) only**. The law is settled that arguments and submissions of counsel no matter how brilliant or persuasive cannot metamorphose into evidence. The reason is simple that learned counsel never announced appearance as a witness to enable him to adduce evidence in any matter. The learned counsel for the claimant made brilliant submission to justify the figures. This Honourable Court hereby rejected the entire claim for additional expenses as part of the claimant's claim in this suit in the absence of any proof to that effect and I so hold.

The defendant stated in evidence that he was convicted with order to pay the sum of **Two Million, Four Hundred Thousand Naira (N 2,400,000:00) only** as compensation without bringing the copy of the said judgment to the knowledge of this Honourable Court. The provision of **Section 128(1) of the**

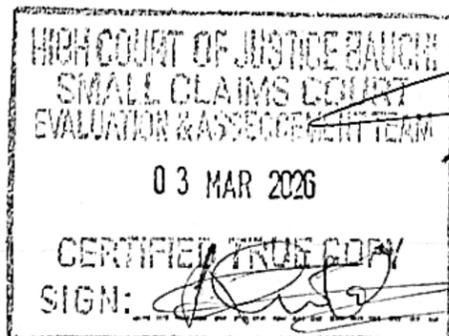
Evidence Act, 2023 provided that the evidence of a judgment of court shall be the content of the judgment in writing not by oral evidence. In the instant suit the defendant failed to produce the copy of the judgement as required by the law. The effect is that such judgment does not exist and I so hold.

The claimant's claim in this suit is partly for the liquidated sum of money. The claimant established his main claim which was corroborated by the defendant as Dw 1 for the sum of **Two Million and Four Hundred Thousand Naira (N 2,400,000:00) only**.

This Honourable Court hereby entered judgment in favour of the claimant with regard to the liquidated claims as follows:

1. I hereby ordered the defendant to pay the claimant the sum of the sum of **Two Million and Four Hundred Thousand Naira (N 2,400,000:00) only** being the money he paid to the defendant for the purchased of the land which was not delivered.
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. I also ordered the defendant to pay the claimant the sum of **Five Hundred and Fifty Thousand Naira (N 500,000) only** as a professional fee for which the claimant engaged the services of a law firm as established in exhibit "D".

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.