

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

ON WEDNESDAY THE 11TH DAY OF FEBRUARY, 2026

BEFORE HIS HONOUR
ABDULMUMINI ADAMU ESQ.

COURT CLERK:

ABDULSALAM ABDULLAHI

CLAIM NO: SCCBH/168/2025

BETWEEN:

YAKUBU DOGARA CLAIMANT

AND

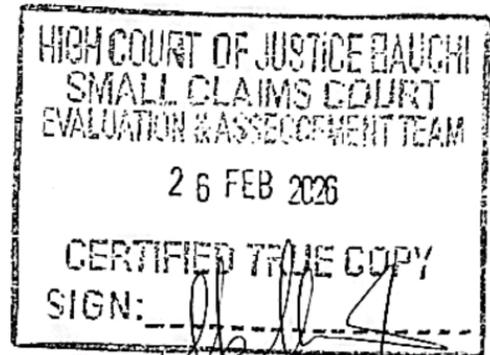
MUTARI ABUBAKAR DEFENDANT

Claimant: Present

Defendant: Absent

Appearance:

M. M. Ibrahim Esq.: For the claimant.



JUDGMENT

BRIEF FACTS OF THE CASE

The claimant in this suit initially filed a claim against the defendant for the sum of **Seven Hundred and Ninety Naira (₦799,000:00) only**. The defendant admitted the claimant's claim in Form SCA 5 dated 24th day of November, 2025. This Honourable Court entered a summary judgement in favour of the claimant on the 17th day of December, 2025.

The claimant amended his claim for additional sum of **Five Hundred Thousand Naira (₦500,000:00) only**. The defendant was served by way of substituted means as ordered by this Honourable Court. The defendant never responded to the additional claim despite services of hearing notices on him. The matter proceeded to hearing for the claimant to proof his claim as required by the law. The learned counsel for the claimant presented two (2) witnesses in an effort to proof his case, hence this judgment.

THE EVIDENCE LED BY THE CLAIMANT AND THE APPLICABLE LAW.

The learned counsel for the claimant *M.M. Ibrahim Esq.*, led the claimant's witnesses who testified in this matter. The claimant testified as Cw 2, while the other witness in person of Pastor Yemi Odukoya testified as Cw 2. There are seven set of documents tendered and received through this witness (CW 1). The consent agreement as exhibit "A" while receipts as exhibits "B1", "B2", "B3", "B4", "B5" and "B6". All the exhibits are between BOSODE Microfinance and Pastor Yemi Odukoya. Cw 1 testified to the effect that he engaged the claimant in this suit for the purchase of Siyana car. He obtained a loan for the sum of One Million, Eight Hundred Thousand Naira (N 1.8M) to purchase the car. It was part of the agreement for the loan that upon default of the repayment as scheduled, there would be payment of interest for the sum of **One Hundred Thousand Naira (₦ 100,000:00) only** every month until the whole sum is paid. The claimant in this suit contracted the defendant for the procurement of the car. The claimant supplied the defendant's account number

who Cw 1 paid for the purchase price directly into the defendant's account. There was problem in the contract and same was aborted for failure to provide a good car as expected. The claimant in his testimony as Cw 2 also corroborated the testimony of Cw1.

I have carefully considered the content of the letter of demand, the complaint and summons filed in this suit as provided in Form SCA 1, 2 and 3 respectively. I also considered the evidence adduced by the claimant in this matter. It is the opinion of this Honourable Court that there is a sole issue for determination in this suit as follow:

“Whether the claimant made out a case against the defendant supported by credible evidence to be entitled to the reliefs sought”.

The position of the law is trite that civil matters are generally decided on the preponderance of evidence. However, the burden of proof on a party whose evidence is unchallenged is to establish on minimal proof if such evidence is accepted and believed by the trial court as it was held in the case of *Intl. Offshore Const. Ltd., v S.L.N Ltd.*, (2003) 16 NWLR (Part 845) 157 at Pp. 180-181, H-A. The claimant in this suit produced unchallenged or uncontroverted evidence. The unchallenged or uncontroverted evidence might be worthless or might fall far short of tilting the imaginary scale of justice in favour of a party relying on such unchallenged or uncontroverted evidence. The authorities to this effect are among other cases include, *Maidara v Halilu* (2000) 13 NWLR (Part 684) 257 at 268 F-F, *Lufthansa Airlines v Odiese* (2006) 7 NWLR (Part978) 34, *Consolidated Res., Ltd., v Abofar Ven. (Nig) Ltd.*, (2007) 6 NWLR (Part 1030) 221 at236.

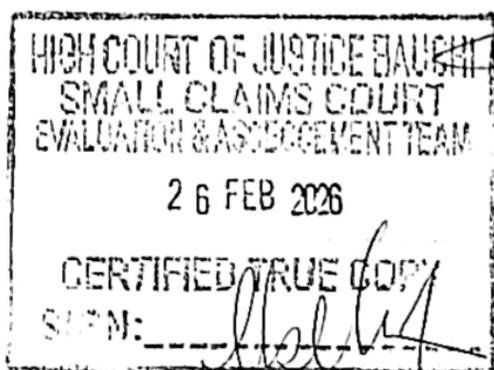
This Honourable Court would only determine whether the claimant adduce minimal evidence in support of his claim. This is because the claimant shall only succeed on the strength of his case and not on the weakness of the defendant's case. The claimant has a duty to proof his claim by credible evidence for him to succeed as decided in the case of *Mr. Muhammed Dungus & Ors v ENL Consortium Ltd.*, (2015) NLLR (Part208) 39.

FINDINGS AND DECISION

On the whole, it is the finding of this Honourable Court that the claimant's additional claim in this suit is for liquidated money demand. However, the defendant in this suit was not a party to any contractual obligation with Pastor Yemi Odukoya. The claimant filed the additional claim to recover the interest over the loan collected by Pastor Yemi Odukoya against the defendant. There was no direct contract between the defendant and Pastor Yemi Odukoya who was not made a party in this suit. By the doctrine of privity of contract, only parties to a contract can sue and be sued on it. A third party cannot sue or be sued base on a contract that he did not sign. The defendant was not aware of loan collected by Pastor Yemi Odukoya let alone be liable to pay the interest accrued on the loan and I so hold. There are many decisions of the superior courts in Nigeria on the doctrine of privity of contract. *LSDPC & Anor. v Nigerian Land and Sea Foods Ltd.*, (1992) LPELR-1744 (SC), *A.G. Federation v A.I.C Ltd.*, (2000) 10 NWLR (Part 675) 293, *Okafor v First Bank of Nigeria Ltd.*, (2021) LPELR-56364 (CA), *Babcock University v Oyeneye & Associates Ltd.*, (2025) LPELR-80853(CA).

The claimant failed to establish his additional claim for the sum of **One Five Hundred Thousand Naira (N 500,000:00)** only as captured in the letter of demand as required by the law. The claimant is therefore not entitled to the judgment of this Honourable Court as per the additional claim for the sum of **Five Hundred Thousand Dollars (N 500,000:00) only**. The claimant's claim for the said additional claim is hereby dismissed for lacking in merit.

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.**



Abdumumuni Adamu Esq.,
Principal District Judge I,
Small Claims Court I, Bauchi.
11/02/2026