

**IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE OF NIGERIA  
IN THE SMALL CLAIMS COURT OF AZARE MAGISTERIAL DISTRICT  
HOLDEN AT AZARE**

Before:

His Worship Kawu Bala, Presiding Principal District Judge on Monday, 30th October, 2023

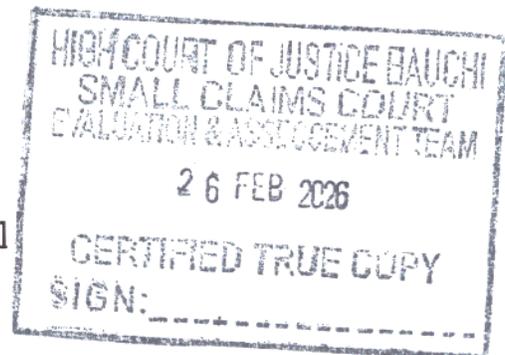
Case No. SCC/AZ/5CV/2023

In the matter between:

Aminu A. Bila [Claimant]

v.

Adebayo Kafinta [Defendant]



SUMMARY

*Claim of ₦247, 000 (Two hundred and forty-seven thousand Naira) only - Defendant admitted ₦212, 000 and still refused to attend court - HELD Judgment entered against the defendant in favour of the claimant.*

JUDGMENT

- [1] This judgment is predicated on the claimant's claim dated and filed on 1st September, 2023 against the defendant.
- [2] The Letter of Demand (Form SCA 1) was duly served on the defendant for the claim of ₦247, 000. When served, the defendant admitted the sum of ₦212, 000, meaning to say in my considered view he has a defence to make for the difference of ₦35, 000 considering the claim is ₦247, 000. At the date fixed for hearing on 15th September, 2023, the defendant refused to attend court without any reason; however he filed Form SCA 5. The court in its wisdom directed that he be served a hearing notice and same was served and surprisingly his father appeared. According to his father, the defendant was out of town. His father undertook to let



the defendant know of the adjourned date. The defendant again refused to appear on 29th September, 2023 and a substituted service was granted.

- [3] The claimant gave evidence as PW1 under oath on 6th October, 2023. His evidence is that he contacted the defendant to make furniture for him. He said the defendant however failed to fulfil the contract as agreed. He said they litigated before the CMC 1 Azare and the court said the defendant should pay him ₦352, 000. He said some goods belonging to the defendant was given to him and the balance from the agreement now is ₦247, 000. The claimant urges this Hon. Court to order the defendant to pay him his money. He equally urges the court to order the defendant to pay him compensation of ₦100, 000 for the suffering he said the defendant caused him. The claimant then tendered the record of proceedings of the CMC 1 Azare admitted and marked Exhibit 'A'.
- [4] I have thoroughly the testimony of PW1. The issue for determination as could be deduced from this case is: Whether the claimant has proved his case against the defendant on the preponderance of evidence and balance of probability. By virtue of Sections 131, 132 and 133 of the Evidence Act, 2011 (as amended) in civil cases such as this, the burden of proof is on the party who asserts a fact to prove same. He who asserts must prove. The standard of proof required is on a preponderance of evidence and balance of probability. See also the case of **Braimah v. Abasi (1998) 13 NWLR (Pt. 581) 167 SC.**
- [5] In the instant case, the plaintiff gave evidence as PW1. The defendant did not appear for reasons known to him and therefore has not availed this court the opportunity to know his own side of the story, at least about the ₦35, 000; having admitted the sum of ₦212, 000. The defendant has himself to blame in the instant case. Whenever in an issue evidence comes from one side and it is unchallenged and not contradicted, it ought normally to be accepted on the principle that there is nothing to be put on the other side of the balance unless it is of such quality that no reasonable tribunal should have believed it. The onus of proof is discharged on a

minimal of proof. See **Abdullahi Baba v. Nigerian Civil Aviation Centre Zaria (1991) 7 SCNJ 1.**

[6] In the circumstance of this case, it is my view and I so hold that the claimant has proved relief sought against the defendant on the preponderance of evidence and balance of probability. It must be noted that the defendant did not appear for reasons known to him. I am therefore inclined to accept the evidence of the claimant.

[7] In the circumstance, there will be judgment for the claimant as follows: The defendant shall pay to the plaintiff the sum of ₦247, 000 (Two hundred and forty-seven thousand Naira) only being the remaining balance unpaid from the furniture contract. I make no order as to other cost.

DATED, delivered and signed at Azare this 30th day of October, 2023.

*Kawu Bala*  
Kawu Bala  
Principal District Judge  
Presiding Judge  
HIGH COURT OF JUSTICE BAUCHI  
SMALL CLAIMS COURT AZARE  
JUDGE  
DATE \_\_\_\_\_  
SIGN \_\_\_\_\_

HIGH COURT OF JUSTICE BAUCHI  
SMALL CLAIMS COURT  
EVALUATION BASED ON THE CLAIM  
26 FEB 2026  
CERTIFIED TRUE COPY  
SIGN: \_\_\_\_\_