

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

SUIT NO: SCC/AZ/008/2025

BETWEEN

ENERGY ASSURED (LOAN) CLAIMANT

AND

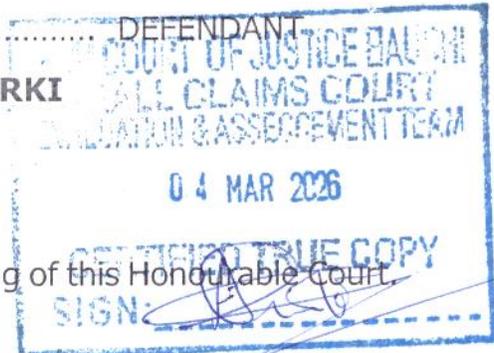
MUSA IBRAHIM DEFENDANT

Before his worship: **ABDULLAHI ADAMU SARKI**

Claimant present in court

Defendant: is also present in court.

Usman Tata affirmed to interpret the proceeding of this Honourable Court.



JUDGEMENT

This small claim suit was filed pursuant to small claims court practice direction No. 2 of 2022 by the claimant, **ENERGY ASSURED (LOAN)** against the defendant **MUSA IBRAHIM**. Wherein the claimant filled **FORM SCA 2** and **SCA 3** dated 19/12/2025 and filed on 7/1/2026, praying this Honourable Court for the following orders:

1. **AN ORDER** of this Hon. Court directing the defendant to pay the claimant the sum of N200,000 being the outstanding balance owed to the claimant, out of the N250,000 given to the defendant on loan.
2. Cost of this action which stood at N25,000.

All processes of this Hon. Court has been duly served on the defendant as evidenced by the affidavit of service dated 15/1/2026, depose to by one Aliyu Mohammed Ali, Sheriff of this Hon. Court.

The claimant averse that sometime in the month of May, 2025, the defendant approached the claimant and applied for loan in the sum of N250,000. And on 30th May, 2025 the total sum of N25,000 was given to the defendant on loan without interest, on the condition that

the defendant will repay back the loan in two instalmental payment of N125,000 from 30th October, 2025 to 30th November, 2025 after harvest of his (defendant) soya beans.

The claimant also stated that on the 30th October, 2025 the defendant only came up with the sum of N50,000 instead of N125,000 as earlier on agreed between the parties, wherein he apologies to the claimant and undertook to the effect that on 30th November, 2025 the defendant will upset the outstanding balance of N200,000 at once.

The claimant also stated that on 30th November, 2025 the defendant did not fulfill his obligation according to his undertaking.

Upon being served with the process of this Honourable Court, the defendant admitted all the claims of the claimant against him and filled **FORM SCA 5** to that effect. On 19/1/2026 the defendant came to the registry of this Honourable Court and paid the sum of N170,000 and undertook to pay the sum of N30,000 plus the cost of action, which is N25,000, making the total sum of N55,000 in one month, that is on 19/1/2026. On the date fixed for hearing parties were both present in court and the claimant has acknowledged the receipt of the total sum of N170,000 from the registry of this court being money paid by the defendant.

In a civil suit, the law is trite that a plaintiff must prove his case on its merit, not to rely on the weakness of the defendant. I refer myself to the case of **OGUNLADE Vs. OGUNLADE (2018) LPELR - 44201 (C.A)**, and in **EKPILI Vs. OKON (2017) LPELR-42511 (C.A)**. The court of appeals held that I quote

"A Plaintiff's weakness cannot be cured by the defendant weakness"

However, it is also a well settled principle in Nigerian evidence law, that, when a party admit a fact, it removes the need for further proof. Facts admitted therefore, need no further prove. **See section 123 of the Evidence Act 2011**. And also see the cases of **AFOLABI Vs. ADEKUNLE (1983) 14 NSCC 420**, and **OKAFOR Vs. NNAIFE**

(1996) INWLR (pt 426). It is on record that the defendant has admitted all the claims of the claimant and has filled **FORM SCA 5** to that effect. And has taken step toward settling the amount claims against him by paying the sum of N170,000 only to the claimant, and same has been acknowledged by the claimant. This Honourable Court is left with no option other than to enter judgment for the claimant.

Having taken into consideration the admission made by the defendant, and the step taking toward upsetting the amount claims by the claimant and the acknowledgement made by the claimant, and the authorities herein cited above.

I hereby enter judgment for the claimant and the following orders are hereby made;

1. **AN ORDER** is hereby made directing the defendant to pay the claimant the sum of N30,000 being the outstanding balance of money owed to the complainant by the defendant.
2. **AN ORDER** directing the defendant to pay cost of this action which stood at N25,000.

This case is decided on 22nd January, 2026. There is right of appeals to High Court of Justice, Bauchi within 14days by any party who is not satisfied.


02/11/2026
HIGH COURT OF JUSTICE BAUCHI
ABDULLAHI ADAMU SARKI
SENIOR DISTRICT JUDGE I
22ND JANUARY, 2026.
DATE _____
SIGN _____

HIGH COURT OF JUSTICE BAUCHI
ALL CLAIMS COURT
REGISTRATION & ASSESSMENT TEAM
04 MAR 2026
CERTIFIED TRUE COPY
SIGN: 