

**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 I on *Monday, 15th April, 2024*

Suit No. SCC/AZ/3CV/2024

In the matter between:

Garba Bala Muhammad & 1 Other [Claimants]

v.

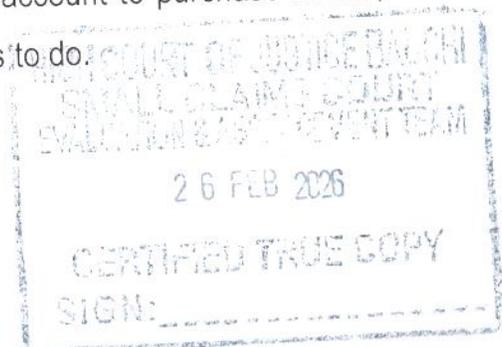
Adamu Auwalu [Defendant]

SUMMARY

*CLAIM OF ₦3, 000,000.00 (THREE MILLION NAIRA) ONLY GIVEN TO DEFENDANT TO PURCHASE FARM PRODUCTS FOR THE CLAIMANTS - Claimants claim is that they transferred the money to the defendant to purchase the millets, beans and Zobo for them but he switched off his phone and left Azare to an unknown destination - HELD that the claimants proved their case against the defendant on the preponderance of evidence and balance of probability. Accordingly judgment entered in favour of the claimants against the defendant.*

JUDGMENT

- [1] The claimants here filed their case before this Hon. Court on 19th February, 2024 against the defendant, Adamu Auwalu for a claim of ₦3, 000,000.00 (Three million Naira) only seeking for an order entering judgment against the defendant for the amount of the said money (Three million Naira) only. The claimants said they transferred the money to the defendant's bank account to purchase beans, millet and "Zobo" for them which the defendant refuses to do.

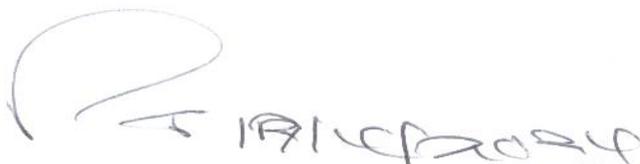


- [2] Service of the process (Form SCA 4) was duly effected on the defendant's last known address by substituted means as ordered by the court on 8th march, 2024 which was done pursuant to the provision of Article 5(5) of the District Court's Law, Practice Direction No. 2 of 2022 of the Hon. Court upon the application of the counsel to the claimants, A. U. Ardo Esq. In the file also attached is the affidavit of service deposed to by Usman Tata and sworn at the Small Claims Court's Registry on the same 8th march, 2024.
- [3] The ground predicting the application is as follows: That the claimants claim a liquidated money demand against the defendant of ₦3, 000,000.00 (Three million Naira) only for purchase of millet, beans, among others on 12th December, 2023.
- [4] In accordance with Article 8(2) of the District Court's Law, Practice Direction No. 2 of 2022, the claimants' case started off on 11th March, 2024 with PW1 MUSA ISA. In his testimony, PW1 said he knows the parties in this case. He said he linked the first claimant (Hajjiya Sa'adatu) with the defendant when the first claimant showed interest in buying farm products. He said the defendant then forwarded his account details to the first claimant and she in turned sent same to her husband, the second claimant. It is the testimony of PW1 that the ~~second~~ <sup>first</sup> claimant then transferred ₦3, 000,000.00 to the defendant. He said the defendant even showed to him the money transferred to him. He said he told the defendant to buy the goods and be trustworthy. He said whenever the ~~second~~ <sup>first</sup> claimant transferred money to the defendant he used to call and notify the first claimant and then the defendant notifies him also. He said in the course of the business the first claimant called the defendant to find out about the goods but he found the defendant's phone number was switched off. He said it was then that the first claimant called and narrated to him what was going on. He said he went to the defendant's place but did not find him. He said the defendant instead sent a text message to him on 10th February, 2024. He said he went to the defendant's house here in Azare twice but did not find him. He said he used to send the messages to him via the phone

  
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number 09067513788. Both the English and the Hausa text messages were tendered, admitted and marked as Exhibits A1 and A2.

- [5] PW2, GARBA BALA MUHAMMAD who is the <sup>first</sup> ~~second~~ claimant testified on 12th April, 2024 that he knew the defendant for the past five years and that he was introduced to him by Malam Musa (PW1). He said they used to do business with the defendant of buying farm products such as millet, beans and Zobo. He said the defendant told him last December, 2023 that he had purchased all the items (goods) for him intact only for him to deliver. He said he could not however reach the defendant on phone before the end of December 2023 and January, 2024. He said if he calls the defendant's line it was always not available. He said he had to call PW1 and the report reached him that the defendant travelled out of Azare. He said they had to continue finding out and they were told that the defendant is there between Mubi in Adamawa State and Cameroon doing business. He said later a text message was received by PW1 from the defendant that the defendant would deliver the goods next year. He said he directed a search to be made again and he was told that the defendant left Azare and has sold some of his landed properties. It is the testimony of PW2 that he decided to take this action when he told the second claimant about the situation. He said he transferred to the defendant via his two banks accounts, UBA account number 2141820684 and Access Bank account number 0046139588 respectively into the defendant's Unity Bank account number 0032148011. According to PW2 on 12th November, 2023 he transferred ₦1, 500, 000.00 from the said UBA account to the defendant and then on 9th September, 2023 and 11th October, 2023 he transferred to the defendant the sum of ₦850, 000.00 and ₦450, 000.00 respectively. He said he also transferred ₦150, 000.00 to the defendant on 20th October, 2023 which amounted to ₦2, 950, 000.00. In conclusion he urges the court to help him recover his money from the defendant. The UBA bank statement and the Access Bank statement were tendered, admitted and marked as Exhibits B and C.

  
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[6] Finally, learned counsel to the claimants in conclusion urged the court in addition to the principal sum to award the cost of ₦700, 000 to the claimants against the defendant.

[7] Under the Practice Direction of this Court and as stated elsewhere in this judgment, the defendant was nowhere to be personally served and on affidavit his last known place of abode was pasted and it was upon this proof that the case commences and the defendant did not appear as required to his defence or dispute the claim.

[8] I have thoroughly read the testimonies of the witnesses again and again. The issue for determination as could be deduced from this case is: **Whether the claimants have proved their 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**. Thus when the claim is called for hearing and claimant appears but the defendant does not appear, by Article 8(2) the Judge shall proceed and enter judgment as far as the claimant can prove his claim.

 [9] In the instant case, the <sup>second</sup> claimant gave evidence as PW2 and the claimants called additional one witness. According to the claimants, the sum of ₦2, 950, 000.00 was transferred to the defendant into his Unity Bank account number 0032148011. The bank statements containing the various sums of money transferred to the defendant have been tendered and admitted as exhibits as well. The onus of proof is discharged on a minimal of proof in my considered view. See **Abdullahi Baba v. Nigerian Civil Aviation Centre Zaria (1991) 7 SCNJ 1.**

  
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[10] In the circumstance of this case, it is my considered view and I so hold that the claimants have proved relief sought against the defendant on the preponderance of evidence and balance of probability.

[11] Consequently therefore, the sole issue formulated by this Hon. Court is resolved in their favour against the defendant. Judgment is hereby entered in favour of the claimants as per the total sum of money (N2, 950, 000.00) transferred into the defendant's bank account by them (claimants) in order for the defendant to purchase the goods for the claimants which he did not. The cost of N250, 000.00 (Two hundred and fifty thousand Naira) only is hereby also awarded to the claimants against the defendant.

DATED, delivered and signed at Azare this <sup>17</sup>15th day of April, 2024.

HIGH COURT OF JUSTICE BAUCHI  
SMALL CLAIMS COURT  
Principal District Office  
AZARE  
JUDGE

DATE \_\_\_\_\_  
SIGN \_\_\_\_\_

17/4/2024

HIGH COURT OF JUSTICE BAUCHI  
SMALL CLAIMS COURT  
EVALUATION & ENFORCEMENT TEAM  
26 FEB 2026  
CERTIFIED TRUE COPY  
SIGN: \_\_\_\_\_