

**IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE
IN THE SMALL CLAIM COURT
NO. 9, TORO LGA, BAUCHI STATE
SUIT NO. SCC/TR/09/006^{CV}/2026**

BEFORE HIS WORSHIP AMINU UMAR Esq

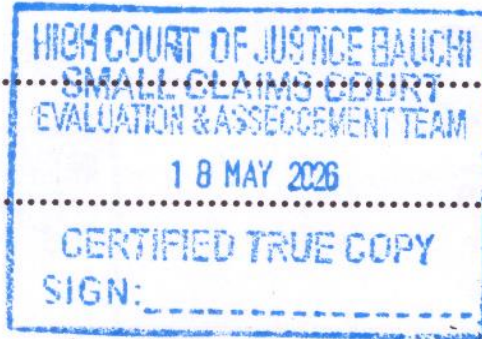
TODAY THE 13TH MAY, 2026

BETWEEN:

HAFSAT BELLO.....CLAIMANT

VS

ABDULLAHI NUHU.....DEFENDANT



JUDGEMENT

The suit was filed on the 20th March, 2026 for the claim of **38,000.00** Naira arising from a loan transaction of clothe between the claimant and the defendant.

At the course of the proceedings the defendant argued that he was a guarantor to the borrower of the clothe but he agreed to repay the money and parties filed and adopted their terms of settlement.

Therefore, the court formulate and issue thus, "whether a claimant is in entitled to judgment based on the admission of the defendant even though the defendant argued that he was a guarantor to the borrower or further prove is required"

The court refers to the case **KHALED BARAKAT CHAMI VS UBA Pls (2020) LPELR-841(SC), (2010) 6 NWLR (Pt. 1191) 474.**

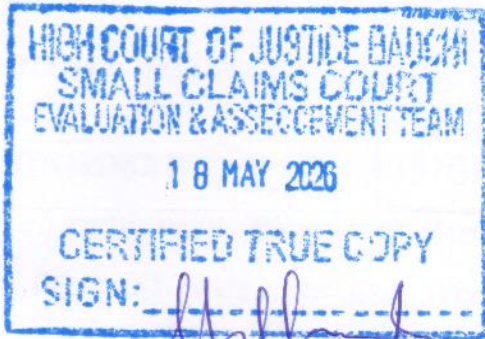
Where the Supreme Court held that "A contract of guarantee creates an independent obligation enforceable against the

guarantor. Upon default by the principal debtor, the creditor may proceed directly against the guarantor".

And the court so hold.

Judgment is hereby entered in favour of the claimant as per the terms of settlement filed and adopted between the parties.

Aggrieve parties have 14days to appeal.



HIGH COURT OF JUSTICE BANGKOK
SMALL CLAIMS COURT
PRESIDING JUDGE
13/05/2026
[Signature]

PRESIDING JUDGE
Aminu Umar Esq