

IN THE DISTRICT COURT OF BAUCHI STATE  
IN THE MISAU JUDICIAL DIVISION  
HOLDEN AT SMALL CLAIMS COURT MISAU

TODAY 23<sup>RD</sup> DAY OF DECEMBER, 2025

BEFORE HIS WORSHIP ABUBAKAR AHMED ESQ

SUIT NO SCC/MS/015/2025

BETWEEN

BALKISU UMAR SANDA.....CLAIMANT

AND

LADI MAKURACI.....DEFENDANT

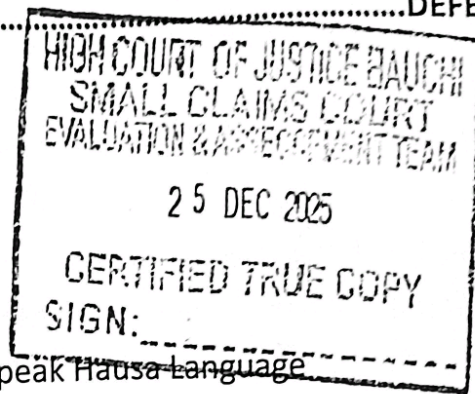
**CONSENT JUDGMENT**

-Claimant appeared for herself

-Defendant also appeared

-Both parties are before the Court and speak Hausa Language

-Registrar affirmed himself to interpret to the parties from English to Hausa and vice-versa



**INTRODUCTION**

This case has been initiated via a Small Claims Court practice direction No. 2 of 2022, wherein the claimant causes a letter of demand to be issued and served on the defendant as provided in Article 2(1).

The claimant has filled and filed her particulars of claim on the 8/12/2025 and the court issued and served the defendant with a summon as prescribed in Article 2(2) & (3) of the practice direction of this Hon. Court. The affidavit of service was duly fill and signed by the Bailiff of this Hon. Court.

## BRIEF FACTS OF THE CASE

The Claimant entered a contractual transaction with the defendant for the supply of food items. i.e Guinea corn and millet worth the sum of N134, 000.00 on the agreement that the defendant will pay the money on two installments. The claimant has fulfilled her own part whereas the defendant has refused, failed or neglected to pay the money despite several demand by the Claimant, hence this action.

The case came up for hearing on the 23/12/2025, the parties informed the Court that, dispute between them have been resolved, and they urge the Court to adopt the following as their binding terms of agreement:

- a. That the defendant shall pay the plaintiff the sum of N134,000.00 as the principal sum she owed the plaintiff
- b. The defendant shall pay the money on two installments starting from 12<sup>th</sup> December, 2025 to 3<sup>th</sup> January, 2026

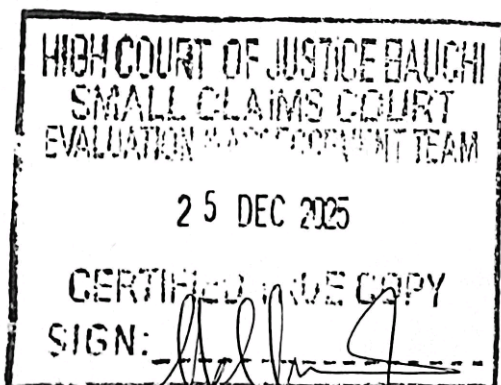
The claimant confirmed that to the Court as their settlement terms and affixed her signature on the copy of the undertaking made by the defendant. See EGEMOZE VS OGUEKE (2018) ALL FWLR (pt.513) 1424 at 1434.

In view of the above settlement terms reached between the parties, the Court is hereby entered same as its Judgment, and parties are consequently ordered to complied. See D.T.T Ent. Nig Ltd VS Busari (2011)8 NWLR(Pt.1249) p.387.

## RIGHT OF APPEAL

There is right of Appeal to High Court for any party not satisfied with this judgment within 14 days.

Dated 23<sup>rd</sup> day of December, 2025



HIGH COURT OF JUSTICE BAUCHI  
SMALL CLAIMS COURT MISAU  
JUDGE  
DATE \_\_\_\_\_  
SIGN ABUBAKAR AHMED ESQ.  
CHIEF MAGISTRATE  
SCC MISAU  
28/12/26

Dija Hamza Makauraci  
Makauraci,  
MISAU L.G.A.  
11th Dec. 2025.

THE JUDGE

SMALL CLAIM COURT,  
MISAU.

THROUGH

THE REGISTRAR,

SIR

WITNESS

Abbas Musa A.

[Signature]

REGISTRAR SCC MS.

### UNDERTAKING LETTER.

I of the above mentioned name & address, hereby solemnly undertake to pay back my debt that I received from one Bakisu Umar Sanda on two instalments as follows: =>

1. From 12th Dec 2025 to 22nd Dec. 2025 1st Payment.
2. From 23rd Dec 2025 to 3rd JAN 2026 2nd Payment.

I promised to pay her, her money God willing if I failed any action should be taken against me.

Yours faithfully,  
20

Dija Hamza Makauraci

AGREES BY:

BAKISU UMAR SANDA.

[Signature]

NSB

~~N34000~~ will be divided by two that is 17000 x 2.

NSB SHE now give 10,000 on 23/12/23 instead of ~~17000~~ as promised.