

IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE OF NIGERIA
IN THE SMALL CLAIMS COURT NO. 1 OF BAUCHI STATE
HOLDEN AT BAUCHI.

ON WEDSDAY THE 15TH DAY OF JULY, 2026

BEFORE HIS HONOUR
ABDULMUMINI ADAMU ESQ.

COURT CLEARK:

ABDULSALAM ABDULLAHI

CLAIM NO: SCCBH/007/2026

BETWEEN:

FATIMA BINTU ALI CLAIMANT

AND

MUHAMMAD DAYYIB LADAN DEFENDANT

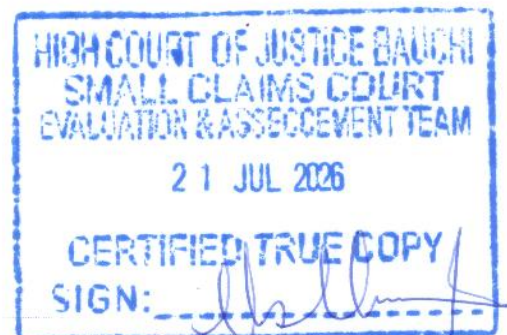
Claimant: absent

Defendant: absent

Appearance:

Y.Y. Ibrahim Esq.,: for the Claimant.

Bata Ibrahim Esq., for the Defendant



JUDGMENT

BRIEF FACTS OF THE CASE

The claimant in this suit is filed a claim against the defendant for the sum of **Six Hundred and Fifty Thousand Naira (N 650,000:00) only**. The claimant also demanded for the sum **Two Hundred Thousand Naira (N 200,000:00) only** as cost of this action and the sum of **Four Thousand Naira (4,000:00) only** against the defendant as cost of filing this suit. All efforts to serve the defendant personally proved abortive as deposed to the affidavit of non-service by the court's official in person of Abdulsalam Abdullahi as provided in Form SCA 4 dated 13th day of January, 2026. The claimant fill and filed ***motion exparte*** as provided in Form SCA 7 dated the 13th day of January, 2026. The defendant was duly served with the requisite processes of this suit namely, the letter of demand, complaint form and summons as provided in Form SCA 1, 2 and 3 respectively via submitted means pursuant to the order of this Honourable Court made on the 27th day of January, 2026.

The defendant failed to fill and file the requisite Form for Admission, Defence and Counter Claim as provided in Form SCA 5. However, ***Bata Ibrahim Esq.***, put appearance on behalf of the defendant on the 24th day of February, 2026. The matter proceeded to hearing for the claimant to proof his claim as required by the law prior to the appearance of the learned counsel for the defendant. The claimant presented four (4) witnesses and tendered six (6) set of documentary evidence and closed her case. The learned counsel for the defendants applied for a date open his defence and presented the defendant as the sole defence witness. He asked for another to continue with his defence but failed to appear on the subsequent adjourned dates. This Honourable Court accorded ample opportunities to the defendant to continue with his defence but failed to utilise same. The defendant's right to continue with his defence was later foreclosed. The learned counsel for the claimant waived his right to make a final address and the matter was adjourned for judgment.

THE EVIDENCE LED BY THE CLAIMANT.

Cw 1 gave her name as Aishat Ali, she stated in the examination in chief that she is a younger sister to the claimant in this suit. The claimant indicated her interest to buy a land. She intimated her husband in the person of Abba Hassan on the issue. On the 27th day of November, 2023 her husband informed her that the land was founded and she effected the transfer of the purchase price from her access bank account for the sum of **Six Hundred and Fifty Thousand Naira (N 650,000:00) only**. She paid the said sum into the defendant's Access bank account in person Muhammad Abubakar also popularly known as Dayyib Ladan. The transaction receipt dated the 27th day of November, 2023 was received in evidence and marked as exhibit "A". They executed agreement with the defendant for the purchased of the said land in Hausa language dated the 27th day of November, 2023. The Hausa version and the English translated copy were received in evidence and marked as exhibit "B1" and "B2" respectively. It was after the transaction was concluded, they discovered that the defendant does not have a valid title over the land he sold to the Claimant. They intimated the defendant and he promised to refund the money but he failed to do so.

Under cross examination, this witness stated that she is not the claimant in this suit. She did not report the case to the police but she was aware that the claimant earlier filed a case against the defendant at the Sharia Court. The Claimant is residing in Lagos. The purchased price was transferred into the defendant's Access bank account. Exhibit "B" in figure read the N 650,000 while in words read Seven Hundred and Sixty Thousand Naira. The pull out from the transaction because they discovered the defendant does not have a title over the land subject matter of the transaction. The beacon they constructed was removed and the ministry of land revealed to them that the title document given to them was not genuine. Exhibit "D" was a receipt issued to her by the lawyer. The land subject matter of this case was fence by the rightful owner.

Cw 2 gave his name as Abba Hassan Abubakar, he stated in the examination in chief that he intimated his friend who connected him with the defendant pursuant to his discussion with Cw 1. They bought the land at DP 5 at New Extension from the defendant. The defendant promised to give him the original copy of the Certificate of Occupancy but he failed to do so. It was after the transaction was concluded, it was discovered that defendant was not the rightful owner of the said land. The ministry of land presented the original Certificate of Occupancy of the rightful owner of the land while they conducted a search. They intimated the defendant for their money, the defendant promised to refund the purchase price paid to him the sum of **Six Hundred and Fifty Thousand Naira (N 650,000:00) only** but failed to do so. They executed the agreement for the refund of the money with the defendant dated 23rd day of February, 2024 which was received in evidence and marked as exhibit "C". They engaged the services of a lawyer and paid him the sum of **Two Hundred Thousand Naira (N 200,000:00) only** as legal fees which was received in evidence and marked as exhibit "D".

Under cross examination, this witness stated that he is not aware of any pending case before Sharia Court concerning the parties in this suit. The purchase price in the transaction is the sum of **Six Hundred and Fifty Thousand Naira (N 650,000:00) only**. The amount written on exhibit "B" in figure read the N 650,000 while in words read Seven Hundred and Sixty Thousand Naira.

Cw 3 gave his name as Ali Garba, he stated in the examination in chief that it was toward the end of 2023, Cw 2 (Abba) intimated him that he wanted to buy a plot of land. The defendant also informed him that he had a land to sell. The land was purchased from the defendant at the sum of **Six Hundred and Fifty Thousand Naira (N 650,000:00) only**. The purchased price was sent to the defendant's Access bank account by Aisha (Cw 1). The defendant received the money in their presence at the venue. This witness was not cross examined because the learned counsel for the defendant was not in court despite being dully served with a hearing notice. The

defendant's right to cross examined this witness was also foreclosed by this Honourable Court as applied by the learned counsel for the claimant.

Cw 4 gave his name as Ibrahim Uba Mohd, he stated in the examination in chief that the Ministry of Lands and Survey was summoned by this Honourable Court.

The witness summons dated 08th day of April, 2026 was received in evidence and marked as exhibit "E". He also stated that it was in the early year of 2024, one Malam Danladi Mohd wrote a complaint against Abba Hassan (Cw 2) that he commenced work on one of the plots of his land at GRA Bauchi. The said Mal. Danladi presented his original certificate at the ministry while Abba Hassan does not have any but stated that he bought the land for his sister from the defendant in this suit. The ministry confirmed that all the documents in the ministry contained the name of Mal Danladi being the rightful owner of the said plot. The ministry advised the Abba Hassan to go and settle with the defendant who does not own the land but sold to him. There is a report of the investigation concerning the complaint in respect of plot No. 512 BA/21721 at DP/5 in Bauchi dated 26th April, 2024 and it was received in evidence and marked as exhibit "F".

Under cross examination, this witness stated that by exhibits E and F the the defendant's was not mentioned because Mal. Danladi wrote a complaint to the ministry against Abba Hassan who went to the land and commenced work. He was directed by the ministry to present the report documented on the matter. He does not know the nature of the claim before this Honourable Court.

THE EVIDENCE LED BY THE DEFENDANT.

Dw 1 gave his name as Muhd Dayyib Ladan, he stated in his examination in chief that he knows the claimant's though never sees her physically. There are people he transacted with over a plot of land, Abba Hassan and Aisha Ali. Ali Garba was the middle man in the said transaction. He sold the plot of the land to them at DP 5 GRA

Bauchi at the sum of **Six Hundred and Fifty Thousand Naira (N 650,000:00) only**. They established a beacon on the plot, however, after some months, Abba Hassan called and informed him that there was problem over the land. He was invited by the ministry of land over the complaint on the land on how he acquired the land. Abba Hassan informed him that he is no longer interested in the transaction and therefore requested for the refund of his money. He refunded the sum of Ten Thousand Naira.

The middle man refunded the sum of One Hundred Thousand Naira to Abba as his readiness to refund the purchase price.

Under cross examination, this witness stated that sale agreement was executed after the transaction was concluded. The agreement was made in the name of Fatima and he signed the agreement as the seller of the land to Fatima. He received the purchased for the transaction the sum of **Six Hundred and Fifty Thousand Naira (N 650,000:00) only**. He did not personally or directly refund the sum of **One Hundred Thousand Naira (N 100,000:00) only** to Abba Hassan. He was not certain whether Abba Hassan received the sum of the Ten Thousand Naira which he credited to his account. He was not present on the day the Ministry of Lands visited the land at GRA Bauchi. He does not have any Certificate of Occupancy over the land sold to the claimant.

I have carefully considered the content of the letter of demand, the complaint and summons filed in this suit as provided in Form SCA 1, 2 and SCA 3 respectively. I also considered the evidence adduced by both parties in this matter and carefully observed the respective demeanours of all the witnesses as a trial judge. It is the opinion of this Honourable Court that is a sole issue for determination in this suit as follows:

“Whether the claimant made out a case against the defendants supported by credible evidence to be entitled to the reliefs sought”.

It is trite and well settled position of the law that, civil suits are decided on the preponderance of evidence and balance of probability. The provision of **Section 134**

of the Evidence Act, 2023 also provides that, the burden of proof shall be discharged on the balance of probabilities in all civil proceedings.

The Supreme Court of Nigeria defined the term “liquidated money demand or liquidated sum” in the case of *Akpan v Akwa Ibom Property & Investment Company Ltd.*, (2013) LPELR-20753 (SC), (2013) 12 NWLR (Part 1368) 377 at 400 as follows:

Liquidated money demand or liquidated sum means a debt or other specific sum of money usually due and payable, which amount must have already been ascertained or capable of being ascertained as a mere matter of arithmetic without any other further investigation. Therefore, whenever the amount being claimed by the claimant can be ascertained by calculation or fixed by any scale of charges or other positive data, it is said to be liquidated.

The position of the law is trite that in liquidated money demand, the claimant shall only succeed on the strength of his case and not on the weakness of the defendant’s case. The claimant has a duty to proof his claim by credible evidence for him to succeed against the defendant. This position of the law was also decided in the case of *Mr. Muhammed Dungus & Ors v ENL Consortium Ltd.*, (2015) NLLR (Part208) 39.

The position of the law is also trite that where the evidence before the court on material fact was not challenge or controverted or discredited by the adverse party in the process of cross examination, the court is bound to accept such testimony as true. This position of the law was established in the plethora of cases, *Airtel Network Ltd., v Plus Ltd.*, (2020) 15 NWLR (Part1747) 235, *SPDCN Ltd., v Esowe* (2008) 4 NWLR (Part 1076) 72 at 88.

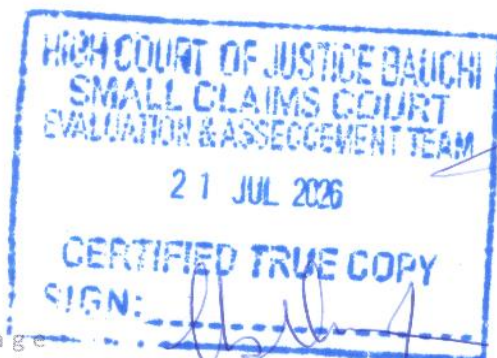
FINDINGS AND DECISION

In light of the apex court decision in the case of *Akpan v Akwa Ibom Property & Investment Company Ltd.*, (supra cited), the nature of the claimant’s claim is for

liquidated sum of money being a money paid in respect of a failed transaction to the defendants and I so hold. The claimant in this suit established her claim by credible and convincing evidence as required by the law that she bought a land from the defendant. The defendant in his testimony as Dw 1 corroborated the testimony of the claimant's as to the transaction and the payment of the purchase price to him. The defendant claimed to be the rightful owner of the land but he failed to state in his evidence how he acquired the land and never presented any document evidencing his title over the land. The Defendant's evidence lacks any probative value and it is hereby discountenance and I so hold. The claimant presented exhibit "D" as the fees paid to the solicitor, the said receipt does not bear the claimant's name and same is hereby rejected for being irrelevant in this suit and I so hold. This Honourable Court hereby entered a judgment in favour of the claimant with the following orders:

1. The defendant shall pay the claimant the sum of **Six Hundred and Fifty Thousand Naira (N 650,000:00) only** being the purchased price paid to him in respect of a failed transaction by the claimant.
2. The defendant shall pay the claimant the sum of **Four Thousand Naira (N 4,000:00)** as cost of filing this suit as contained in the official receipt.
3. The defendant shall also pay the sum **One Hundred Thousand Naira (N 100,000:00) only** as cost of this action.

There is right to appeal to High Court of Justice of Bauchi State within 14 days by any of the aggrieved party as provided in **Article 14 (2) of the Practice Direction on Small Claims Court No. 2 of Bauchi State, 2022.**



Abdulumuni Adamu Esq.,
Principal District Judge I.
15/07/2026