

**IN THE PRINCIPAL DISTRICT COURT OF BAUCHI STATE
IN THE KATAGUM JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURT NO. III AZARE,**

SUIT NO: SCC/III/AZ/006/2026

BETWEEN

KHALEEDU ALIYU CLAIMANT

AND

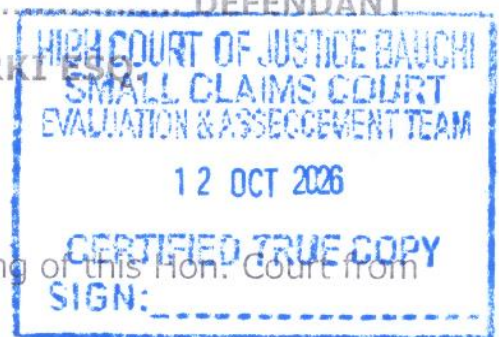
ALKASIM UMAR DEFENDANT

Before His Worship **ABDULLAHI ADAMU SARKI ESQ.**

CLAIMANT: Present before the court.

DEFENDANT: Is not present before the court.

Usman Tata affirmed to interpret the proceeding of this Hon. Court from English to Hausa and vice-versa



JUDGEMENT

This small claims case was filed by the claimant KHALEEDU ALIYU against the defendant ALKASIM UMAR pursuant to small claims courts practice direction No. 2 of 2022, wherein the claimant filled and filed FORM SCA 2 and FORM SCA 3 dated 20th March, 2026 praying the court for the following orders: -

1. **AN ORDER** of this Hon. Court directing the defendant to pay the claimant the sum of Ninety Thousand Naira (N90,000) only being the total sum of money collected from the claimant by the defendant as rent.
2. **AN ORDER** directing the defendant to pay the cost of filing this suit which stood at Ten Thousand Naira (N10,000) only.

On 24th March, 2026 the defendant was served with the processes of this Hon. Court as disclosed by the affidavit of service deposed to by one ALIYU MOHAMMED ALI, sheriff of this Hon. Court dated 25th March, 2026.

The claimant averred that sometime in the month of February, 2026 he took a plot of land from the defendant on rent for the purpose of parking sand (Yashi) for the period of Nine (9) month that is from March, 2026 to

October, 2026 on a monthly rent of Ten Thousand Naira (N10,000) per month and the claimant has paid the rent in full which is the total sum of {N90,000.}

The claimant averred that after one week of making the payment, the defendant came to him and informed him that the agreement they entered into for rent on the plot of land to has been rescinded. The claimant also stated that the defendant told him that he cannot continue with the agreement between them and have it executed because the defendant's elder brothers one Saidu Umar and Sani Umar have instructed him to revoke the tenancy.

The claimant stated that without making any trouble he accepted the termination of the tenancy in good faith, and asked the defendant to return back the total sum of money he collected from the claimant as rent.

The claimant stated that the defendant failed to pay him back his money for over a week without any reasonable excused.

On the part of the defendant, on 29th March, 2026 which was on Sunday, the defendant met the complainant and paid the total sum of Ninety Thousand Naira (N90,000) to the claimant out of court and pleaded with the claimant to take Five Thousand Naira (N5,000) as cost of action making the total sum of Ninety Five Thousand Naira (N95,000).

On 31st March, 2026 both parties came to the registry of this Hon. Court wherein the claimant informed the registry about the development, wherein the defendant admitted and filled FORM SCA 5 to that effect. The complainant have also acknowledge the receipt of the sum of Ninety Five Thousand Naira (N95,000).

After considering the claims of the claimant contained in FORM SCA 2 and the admission made by the defendant in FORM SCA 5 alone issue is formulated for determination, that is;

"Whether the court in a monetary claims can enter judgment for the claimant on the defendant's admission of claims without requiring the claimant to prove his (claims) case".

On the issue formulated for determination, it is a settled position of the law that a claimant in a civil suit must always succeed on the strength of

his own case not on the weakness of the defendant. I refer myself to the **JIAZA VS. BAMGBOYE (2015) LPELR – 24693 (SC)**.

But however, in a case of monetary claims, the Supreme Court in **ANON LODGE VS. MERCANTILE BANK OF NIG. LTD (1990) 3 NWLR (pt. 134) at 353 (SC)** held that; -

"For court to give judgment on admission of the defendant, the admission must be clear unequivocal and direct not evasive. Once it is unequivocal, court has no discretion but to enter judgment in it"

In **EGBUNIKE VS. AFRICAN CONTINENTAL BANK LTD (1995) 2 NWLR (pt. 375) 34 (SC)** it was held that; -

"Facts admitted need no further prove, admission is conclusive of facts admitted"

The law is also trite that admission are divided into formal and informal. Both if unequivocal can ground judgment.

In line with the authorities cited above I hereby resolved the lone issue formulated in favour of the claimant against the defendant, and judgment is hereby entered for the claimant and the following orders are hereby made: -

1. **AN ORDER** be is hereby made directing the defendant to pay the plaintiff the sum of Ninety Thousand Naira (N90,000) being the total sum of money given to the defendant by the claimant as rent.
2. **AN ORDER** for this cost of action which stood at Five Thousand Naira (N5,000).

This case is decided today 3rd April, 2026. There is right of appeals to any party who is not satisfied by the judgment to High Court of Justice Bauchi State within 14 days.


ABDULLAHI ADAMU SARKI ESQ.
SENIOR DISTRICT JUDGE I
3RD APRIL, 2026.

