

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/007/2026

BETWEEN

USMAN JIBRIN JAMA'ARE CLAIMANT

AND

IBRAHIM MUSA (*DAN SARA*) DEFENDANT

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

CLAIMANT: Present before the court

DEFENDANT: Absent in 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 initiated by the claimant **USMAN JIBRIN JAMA'ARE** against the defendant **USMAN IBRAHIM (DAN SARA)**, pursuant to small claims court practice direction No. 2 of 2022 by filing and filling small claims court FORM SCA 2 and FORM SCA 3 dated 4th May, 2026 and filed 6th May, 2026, praying the court for the following reliefs:

1. **AN ORDER** of this Hon. Court directing the defendant to pay the claimant the sum of Five Hundred and Twenty Thousand Naira (N520,000) being the total sum of money owed to the claimant by the defendant.
2. **AN ORDER** of this Hon. Court directing the defendant to pay the sum of Twenty Thousand Naira, cost of this action.

The Defendant has been duly served with the process of this Hon. Court proved of which is contained in the affidavit of service deposed to by one **ALIYU MOHAMMED ALI**, sheriff of this Hon. Court.

The Claimant stated that on Wednesday 1st April, 2026, he went to the Defendant's shop at Kasuwar Katako, Tashar Gadau Market, Azare and deposited the sum of One Million Naira (N1,000,000) on the condition that, the Defendant, who is a wood (Katako) seller will supply woods to the Claimant worth One Million Naira (N1,000,000) within one weeks, that is from 1st April, 2026 – 9th April, 2026.

The claimant also stated that the Defendant only supplied a wood to the Claimant worth Four Hundred and Eighty Thousand Naira (N480,000) within the time agreed on between the parties, leaving the outstanding sum of Five Hundred and Twenty Thousand Naira (N520,000) which is not settled by the Defendant.

The Claimant also averred that from 9th April, 2026 the Defendant stop making supply to the Claimant for the outstanding sum of Five Hundred and Twenty Thousand Naira (N520,000) and neither pay back the outstanding sum to the Claimant.

The Claimant also stated that, he made a series of demand to the Defendant to fulfil part of his obligation under the agreement by supplying additional wood to the claimant for the outstanding sum of N520,000 or in the alternative to pay back the total sum to the Claimant in cash, the Defendant refused.

The Claimant also stated that after one month, the Defendant is still holding over the Claimant's money without any effort to settle out.

Before the return date for hearing the Defendant came to the registry of this Hon. Court on 4th May, 2026 and admitted all the claims of the Claimant against him and filled FORM SCA 5 to that effect. Wherein the Defendant paid the sum of (N330,000) Three Hundred and Thirty Thousand Naira instantly and he undertook to pay the outstanding balance of One Hundred and Ninety Thousand Naira (N190,000) only in three weeks in an installment payment of N70,000 on 15th May, 2026, N60,000 on 22nd May, 2026 and N60,000 on 29th May, 2026 plus cost of this action which stood at N20,000, making the total sum of Two Hundred and Ten Thousand Naira only (N210,000).

The Claimant in this suit has acknowledged the receipt of the total sum of Three Hundred and Thirty Thousand Naira (N330,000) from the registry of this Hon. Court.

After considering the Claimant's claims as contained in FORM SCA 2 and the admission made by the Defendant in FORM SCA 5. This Hon. Court formulated a lone issue for determination that is;

"Whether the court in a civil suit, can enter judgment for the Claimant based solely on the Defendant's admission of claims without requiring the Claimant to prove his case"

On the issue formulated for determination, the law is trite that a claimant in a civil suit must always rely on the strength of his case not the weakness

of the Defendant and a claimant's case should not be decided based on the Defendant's failure to prove his case. I refer myself to the case of **MOSES VS. OGUNLABI (2018) LPELR-45311 (CA)**.

However, where a Defendant made a clear and unequivocal admission, covering all the aspect of the Claimant's claims against him, such admission need no further proof. See **section 123 of the Evidence Act, 2011**.

It is also a settled position of the law that admission is binding on the party making it. I refer myself to the case of **OKAFOR VS. NWEKE (2017) LPELR-42765 (CA)**.

The court of appeals in **U.A.C LTD VS. FASASI (2018) LPELR-44891 (CA)** has held that: -

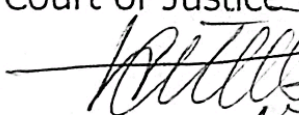
"Establish admission can lead to judgment being entered"

It is on record that the Defendant in this suit has made admission before this Hon. Court admitting all the claims of the Claimant and has filled FORM SCA 5 to that effect.

In line with the above therefore, I hereby resolved the lone issue formulated for determination in favour of the claimant against the defendant and I hereby enter judgment for the claimant and make the following orders.

1. **AN ORDER** be and is hereby made directing the defendant to pay the claimant the sum of Five Hundred and Twenty Thousand Naira (N520,000) being the outstanding balance sum he owed the claimant.
2. **AN ORDER** directing the defendant to pay the claimant the sum of Twenty Thousand Naira (N20,000) only being the cost of this action.

This case is decided today 5th June, 2026. There is right of appeals to High Court of Justice Bauchi State within 14days by any aggrieved party.


HIGH COURT OF JUSTICE BAUCHI
SMALL CLAIMS COURT
JUDGE
ABDULLAHI ADAMU SARKI ESQ
SENIOR DISTRICT COURT I
5TH JUNE, 2026
DATE
SIGN

