

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE KATAGUM JUDICIAL DIVISION
HOLDEN AT SMALL CLAIMS COURTS NO. 3 AZARE**

SUIT NO: SCC/AZ/001/2026

BETWEEN

USMAN MUHAMMAD..... CLAIMANT

AND

YUSUF ABDULLAHI DEFENDANTS

Before his worship – ABDULLAHI ADAMU SARKI

CLAIMANT: - Present in court speaks and understand Hausa Language.

Defendant, is absent in court

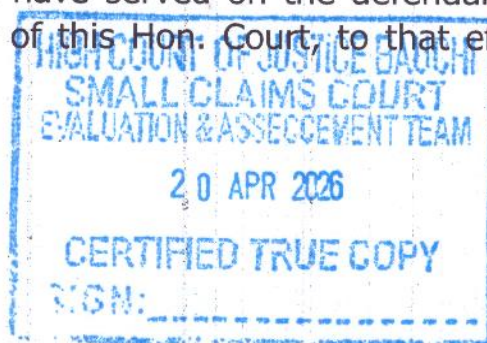
Usman Tata affirmed to interpret the proceeding of this Hon. Court from English to Hausa and vice versa.

JUDGEMENT

This small claims court matter was filed by the complainant USMAN MUHAMMAD against the defendant YUSUF ABDULLAHI vide a process dated 30/1/2026 and filed same date, pursuant to article 2 (1) (2) and (3) of small claims courts practice direction No. 2 of 2022. Where the claimant through his counsel A.U. Magaji Esq. filled FORM SCA 2 and 3 dated 30/1/2026 praying the court for the following orders against the defendant: -

1. **AN ORDER** of this Hon. Court directing the defendant to pay the plaintiff the sum of Five Hundred and Twelve Thousand, Nine Hundred Naira only (N512,900.00) being the outstanding balance owed to the claimant.
2. **AN ORDER** directing the defendant to pay the plaintiff the sum of Two Hundred Thousand Naira (N200,000.00) as cost of this action.
3. **AN ORDER** directing the defendant to pay the sum of One Hundred Thousand Naira (N100,000.00) as general damage.

All processes of this Hon. Court have served on the defendant by substituted means on the order of this Hon. Court, to that effect,



dated 12/2/2026 as evidenced by the affidavit of service dated 18/2/2026 deposed to by one ALIYU MOHAMMED ALI, sheriff of this Hon. Court. Thereafter the matter proceeds to trial.

The claimant in proof of his case testified alone and closed his case. The defendant refuses to enter his defense and this Honourable Court foreclose his right of defense, both parties did not file final written address.

Review of the witness testimony is hereunder reproduced

CW1 in person of Mohammed Usman (who is the claimant) has affirmed to tell the truth. CW1 stated that on 18/9/2025 the defendant came to his shop and bought pieces of wrappers, lexs, inner wares, shoes and bag, cosmetics including boxes for his wedding at the cost of Six Hundred and Twelve Thousand, Nine Hundred Naira only (N612,900.00) out of which the defendant paid the sum of One Hundred Thousand Naira only (N100,000.00) cash on the condition that the defendant will pay the sum of N512,900, after ten days of his wedding in the same month of September, 2025. CW1 said after the defendant's wedding, the defendant did not come to pay as earlier on agreed on between them. CW1 said I gave him a grace of one month thereafter but he still refused to pay.

PW1 said the defendant refused to pick my calls and I complained to the defendant's relative but they could not do anything about it. CW1 said I also complained to the defendant's friend, one Shuaibu Musa who intervened but all unsuccessful. That was why I came to court and sued the defendant so as to recover my money.

After considering the evidence of the claimant and the circumstance of the case, this Hon. Court formulated a lone issue for determination, that is: -

"Whether the claimant have prove his case on the preponderance of evidence to enable him secure judgment in this matter"

It is a trite law that plaintiff must always succeed on the strength of his own case, whether or not the case is defended by the defendant, not on the weakness of the defendant. see the case of **EKREBE VS. CKREBE (1999) 3 NWLR (Pt. 596) (Pt. 890) 307 at 333. JINADU VS. ESUROMBI (2005) 14 NWLR (Pt. 944) 142 at 167.**

The plaintiff by law must therefore prove his case on the balance of probability by producing a credible and reliable evidence through a vital witness in line with the provision of sections 134 of the evidence Act 2011.

The genesis of this case is a contract for sale of wrappers, lexs, cosmetics and boxes entered into by the parties.

It is on record of this Hon. Court that CW1 has said in his evidence in chief that on 18/9/2025 the defendant came to his shop and bought pieces of wrappers, lexs, inner wares, shoes and bags, cosmetics and boxes for his wedding, worth OF N612,900.00 and paid the sum of N100,000 instantly. On the condition that the defendant will pay the sum of N512,900.00 after ten days of his wedding and the defendant refused to pay the outstanding balance of N512,900.00 for the clothing materials supplied to him despite several demand made to him by the claimant.

The defendant did not cross-examined CW1 and neither put forward a defense to the claimant claims. It is a well settle position of the law that failure to cross-examine a witness on his evidence in chief, is deemed as acceptances of the witness testimony as true. See the case of **GAJI VS. PAYE (2003) 8 NWLR (Pt. 823) BROADLINE ENTERPRISES LTD VS. MONTEREY MARITIME CORP (1995) 9 NWLR (Pt. 417) AND BOLANKE VS. ABEKE (2007) 3 FWLR PG 5037 at 5039.**

Where the Supreme Court held that: -

"Where evidence of the party in a suit is not challenge or debunk by the opposite party which had the opportunity to do so, the trial court or tribunal seized of the proceeding ought to accept and act on it"

The defendant did not defend himself in this suit no filed SCC FORM 5.

Article 6 of the practice direction of this Hon. Court provides that, if the defendant refused to file SCC FORM 5 it should be considered as admission.

In the light of the foregoing, the lone issue formulated for determination is hereby resolved against the defendant in favor of the claimant as the claimant has proved his case on the probability of evidence and I so hold.

On the whole Judgment is hereby entered in favor of the claimant against the defendant and I hereby make the following orders: -

1. **AN ORDER** be and is hereby made directing the defendant to pay the sum of N512,900.00 to the claimant being the remaining balance of the money for the purchase of the wrappers, lexes, inner wares, shoes and bags and boxes owed to the claimant by the defendant.
2. **AN ORDER** is hereby made directing the defendant to pay the sum of N150,000 as cost of prosecuting this action.

This case is decided 3rd April, 2026.

There is right of appeals to High Court Bauchi within 14 days by any party who is not satisfied with this judgment.

ABDULLAHI ADAMU SARKI
SENIOR MAGISTRATE I
3rd April, 2026

HIGH COURT OF JUSTICE BAUCHI
SMALL CLAIMS COURT
JUDGE

DATE 3/4/2026

