

**IN THE DISTRICT COURT OF BAUCHI STATE
IN THE SMALL CLAIMS COURT, NO 2
HOLDEN AT BAUCHI**

SUIT NO SCC/BH/25/2023

BEFORE HIS WORSHIP ZAINAB M SHUAIBU (MRS)

BETWEEN

BABANGIDA BUBA..... CLAIMANT

AND

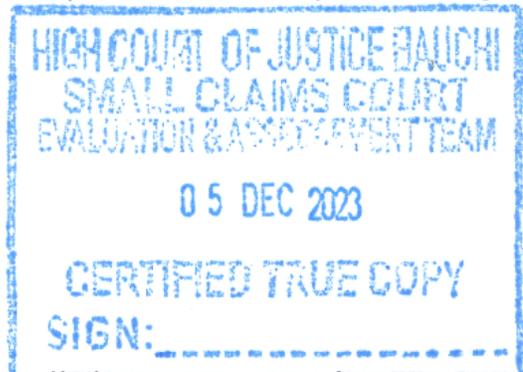
MR HASSAN USMAN JATAU.....DEFENDANT

CLAIMANT..... Present

DEFENDANT..... Absent

ALIYU SALE TAFIDA Affirm to interpret the court proceeding from English to Hausa

APPEARANCES None



JUDGEMENT

The claimant commences this suit under the small claims practice direction no 2 of 2022 by filling form SCA 2 and SCA 3 and claim against the defendant as follows;

- 1 – Sum of ₦126,000.00 (One Hundred and Twenty-Six Thousand Naira only)
- 2 – Sum of ₦50,000.00 as general damage
- 3 – Sum of ₦ 50,000.00 as cost of action.

The originating process of this honorable court has been served on the defendant personally as disclosed on the affidavit of service dated 10th day of November 2023 as deposed to by one Aliyu Sale Tafida a bailiff of this court.

The defendant fails to appear before the court after being served with the court process, and choose not to file anything or adduce evidence in challenge of the claimant suit before the court.

Brief summary of the claimant case,

CW1 by name Dantala Abdul of Yelwa Kagadama of Bauchi Local Government area of Bauchi state told the court the defendant bought some property six bundle of zinc each one bundle at the rate of N36,000.00 each from the claimant, he gave the defendant the sum of N90,000.00 out of the total sum of N216,000.00 and promise to pay the remaining balance of N126,000.00 at the end of the month.

we wrote an agreement to that effect, the following agreement written by both parties is hereby admitted into evidence and MARKED AS EXHIBIT H

CW2 – by name Babangida Buba of Yelwan Tudu of Bauchi local government area of Bauchi state who is the claimant in this case inform the court that the defendant collected six bundles of zinc from him at the rate of N36,000.00 each making the total sum of N216,000.00, he paid the sum of N90,000.00 remaining the outstanding balance of N126,000.00, we wrote an agreement to that effect but he fail to pay the remaining balance of N126,000.00 at the end of the month as agreed.

After the close of the claimant witnesses this matter was adjourned to the 23rd day of November 2023 for cross examination and defense.

COURT

On the 23rd day of November 2023 when the case was slated for cross examination/defense the defendant chooses to appear before the court he perused through the testimony of the witnesses and admitted all the claim of the claimant.

It is an elementary principle of law that civil suits are determine upon on preponderance of evidence and balance of probability.

However, it is a settled law that admitted facts required no further proof as provided under the section 123 of the evidence ACT 2011 may I drew the court attention to the case of SHITTU SANUSI & ANOR VS BURAIMO & ANOR (2006) LPELR 11863 (C A) AT PAGE 26. The onus or burden of proof is merely to prove or establish an issue there can not be any burden of proof where there are no issues in dispute

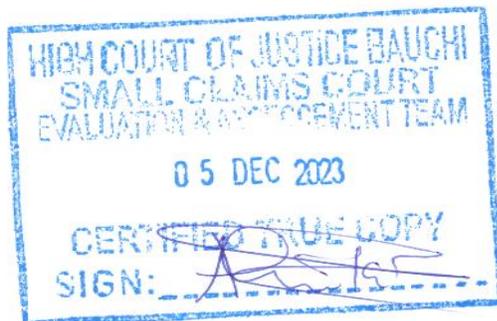
between the parties, since the claimant claim is admitted that is the end, in summary what is not denied is deemed admitted and what is admitted need not be proved.

In the instant case defendant admitted all the averment of the claimant, therefore this court has no option than to enter judgement as per the claimant claim in his originating process.

Inline of the above judgement is hereby entered in favour of the claimant against the defendant as per his claim and it is hereby ordered as follows;

- 1 - The claimant is entitled to the sum of N126,000.00 (One Hundred Twenty-Six Thousand Naira only) being the remaining balance for the purchase of zincs
- 2 – Sum of ₦5,000.00 as general damage
- 3 – Sum of ₦10,000.00 as cost of action

This case is decided on the 27th day of November 2023 there is a right of appeal to the high court of justice Bauchi within 14 days from today.



ZAINAB M SHUAIBU
(MRS)
(SENIOR MAGISTRATE)

