IN THE CHIEF MAGISTRATE COURT OF RIVERS STATE OF NIGERIA
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT
HOLDEN AT RUMUODOMAYA

BEFORE HIS WORSHIP B.H. ABE (MRS) ESQ., SITTING AT THE CHIEF MAGISTRATE COURT 1 RUMUODOMAYA ON TUESDAY THE 13TH DAY OF OCTOBER, 2026

RMC/SCC/27/2026

BETWEEN

MR. MATHIAS DURU	**-**	**CLAIMANT**
	VS.	
UNWENE EYINAISOM DANIEL	**-**	**DEFENDANT**

Matter for Judgment.

JUDGMENT

The claimant claims against the defendant as follows;

1. The claimant claims the sum of N302,000.00 from the defendant being the total clearance and school fees he loaned to the defendant, which the defendant has failed to pay back.

2. N200,000.00 cost of this suit.

3. The total sum claimed from the defendant by the claimant amounts to N502,000.00.

Facts

This matter commenced with the service of the Court's processes on the defendant via substituted service with the leave of court issued on the 7th August, 2026 including the complaint form and the summons.

Afidavit of service before the Court dated 12th August, 2026 endorsed by the Court bailiff Eli .C. Victor.

C. A. N. Enyinda, Esq. for the claimant, enters a plea of not liable for the absent defendant.

The claimant Mathias Duru, in this case sued the defendant, claiming that in 2024 he wanted to get admission for his friend's niece. Someone gave him the defendant's number as one who facilitates admission at the Rivers State University for students.

He contacted the defendant to get admission for two of his friends' nieces. He met with him at the said university, RSU. They agreed on the sum of money for the school fees and clearance. He followed him up for the payment of clearance and school fees, along the line the defendant stopped picking his calls. He went to his office at the Rivers State University and met with him, the defendant eventually paid for clearance. For the school fees, he said the school portal was down, he didn't pay for the school fees. After much calls and messages, he still didn't pay.

The students dropped out of school. The defendant asked for 25,000 each for the students for the delay in payment, and he paid him 50,000 naira. He asked him for a refund of the school fees. He said he would pay him back, to no avail. The person who gave him the money, he had to settle with them and get back the money from him. He told him he would go to his lawyer to write a demand letter to him, yet the defendant did not comply, so he came to Court. He paid the defendant N302,000.00.

The demand letters to the defendant are before the court, admitted in evidence as exhibits A and B. The WhatsApp chats correspondence between the claimant and the defendant was admitted in evidence as exhibit C, together with a certificate of compliance, Exhibit D.

He prayed the Court to help him recover the total fees of N302,000.00 from the defendant and 200,000 naira as cost of this suit. At the end of his evidence, he was foreclosed from cross-examination by the defendant due to his absence. The court ordered that the defendant be served with a hearing notice.

The defendant was not in court to defend this suit after the court adjourned for defense, whereupon the court foreclosed the defendant from defending this suit. The claimant's counsel waived his right to address the court, the court thus adjourned for judgment.

Issue for Determination

The issue for determination is:

Whether, having regard to the evidence adduced by the Claimant and the exhibits admitted in evidence, the Claimant has proved his entitlement to the sum of ₦302,000.00 claimed against the Defendant and the cost of this action?

In an undefended civil claim before a Magistrate Court in Rivers State, the court will proceed by evaluating the claimant’s evidence, determining whether the essential elements of the claim have been established, and deliver a reasoned judgment based on the evidence and applicable law.

The fact that the defendant was absent, despite service of hearing notices, does not automatically entitle the claimant to judgment. The claimant must still establish his entitlement to the reliefs sought on the balance of probabilities.

On the facts presented, the principal issue is whether the claimant has proved that the defendant received ₦302,000 for school fees and failed to apply the money for the agreed purpose or refund it?

The Court will distinguish between three matters:

1. The defendant's failure to appear and defend the action.
2. The claimant's proof that ₦302,000 was paid to the defendant for the agreed purpose.
3. The claimant's legal entitlement to recover that sum and separately, the ₦200,000.00 claimed as costs.

This judgment will address each matter expressly, particularly the evidential value of Exhibits A–D and whether the evidence establishes the full amount claimed?

The following authorities are relevant to the issues raised by this case.

a. Burden of proof in an undefended suit

1. Omoregbe vs. Lawani (1980) 3–4 SC 108.

This is an established authority on the effect of unchallenged evidence in civil proceedings. Where a defendant fails to adduce evidence, credible evidence led by the claimant may be sufficient to establish the claim, depending on its nature and quality.

2. Mogaji vs. Odofin (1978) 4 SC 91.

The court must place the evidence adduced by the parties on an imaginary scale and determine which side has the preponderance of evidence. In an undefended case, the claimant's evidence must still be evaluated rather than accepted automatically.

3. Dumez (Nig.) Ltd vs. Nwaka Ogboli (1972) 1 All NLR (Pt. 1) 241.

This authority is relevant to the requirement that special damages be established by credible evidence.

Statutory provisions: Sections 131–134 of the Evidence Act 2011, particularly section 134, prescribes proof on the balance of probabilities in civil cases.

b. Strict proof of the amount claimed

4. Christopher U. Nwanji vs. Coastal Services (Nigeria) Limited (2004) 11 NWLR (Pt. 885) 552.

The Supreme Court addressed the requirement that special damages be properly particularised and strictly proved. A court should not award a specific monetary loss merely because it has been claimed.

5. Union Bank of Nigeria Plc vs. Ajabule (2011) 18 NWLR (Pt. 1278) 152.

This authority reinforces the requirement for credible evidence establishing the specific loss claimed.

c. Electronic evidence

6. Evidence Act 2011, section 84, as amended.

The WhatsApp correspondence admitted as Exhibit C, together with the certificate of compliance admitted as Exhibit D, have been considered in accordance with the applicable requirements governing computer-generated evidence.

From the whatsapp correspondence between both parties Exhibit C before me, the defendant had pleaded with the claimant to give him more time to pay him, saying he made a promise to pay and is willing to redeem but what he is expecting has not arrived. The person promised him first week of December unfailingly, futher pleading; “please give me that grace I beg of you”.

The claimant reminded him that he did not make a promise but that they had an agreement which are two different things.

This amongst others as contained in Exhibit C including the proof of payment of 50k to the defendant, actually establish: the agreed transaction, the sums paid, acknowledgment of receipt and promise to refund by the defendant.

d. Costs of the action

Costs are generally awarded at the discretion of the court, judicially and judiciously, having regard to the circumstances of the case and the applicable court rules. The amount claimed as costs is not automatically recoverable simply because the defendant did not defend the suit.

2. How the court should evaluate the evidence?

This Court will make findings on the following questions before entering judgment.

- Payment: Has the claimant proved that he paid ₦302,000 to the defendant, or that the defendant received that amount on his behalf?
- Purpose: Has the claimant established that the money was paid for the school fees and clearance of the two students?
- Failure to perform: Does the evidence establish that the defendant failed to pay the school fees as agreed?

- Refund: Is there evidence that the defendant acknowledged an obligation to refund the money and failed to do so?
- Quantum: Does the evidence establish the exact amount outstanding, taking into account the clearance payment and any other sums paid or refunded?
- Costs: Is the claimant entitled to the ₦200,000 claimed, or should the court award only such costs as are justified under the applicable rules?

I have carefully considered the evidence of the Claimant, the exhibits admitted in evidence, and the circumstances in which this action proceeded to judgment.

The first point to emphasize is that the Defendant's failure to defend this action does not, of itself, entitle the Claimant to judgment. The Claimant must succeed on the strength of his own case and establish his entitlement to the reliefs sought by credible evidence.

The law is settled that the burden of proof in civil proceedings rests on the party who asserts the facts upon which his claim is founded. Sections 131, 132 and 134 of the Evidence Act, 2011, as amended, are relevant in this regard. The standard of proof is on the balance of probabilities.

In Mogaji vs. Odofin (1978) 4 SC 91, the Supreme Court explained the principle of weighing the evidence adduced by the parties on an imaginary scale to determine where the preponderance lies. Similarly, in Omoregbe vs. Lawani (1980) 3–4 SC 108, the court considered the effect of evidence that remains unchallenged. The absence of evidence from the Defendant does not relieve this court of its duty to evaluate the Claimant's evidence and determine whether it establishes the claim.

In the present case, the Claimant's evidence is that the Defendant received money from him for the specific purpose of paying the school fees and clearance fees of two prospective students at the Rivers State University. The Claimant further testified that the Defendant failed to pay the school fees and did not refund the money despite repeated demands.

I have considered Exhibits A and B, being the letters tendered by the Claimant, together with Exhibits C and D, comprising the WhatsApp correspondence and the certificate of compliance.

The evidential significance of these documents lies in their actual contents and their consistency with the Claimant's oral testimony. In particular, this Court must consider whether the correspondence acknowledges the transaction, establishes the amount received, supports the allegation that the school fees remained unpaid, or contains an admission or promise by the Defendant to refund the money?

Having considered the evidence as a whole, and subject to the foregoing findings being borne out by the exhibits, I find that the Claimant's evidence on the transaction and the Defendant's failure to perform the agreed obligation is unchallenged and are both proved by the claimant.

The Defendant was afforded the opportunity to appear and defend the action but failed to do so. No evidence has therefore been placed before this court to contradict the Claimant's account. Where credible evidence establishes the facts necessary to sustain a civil claim and remains unchallenged, the court may act on that evidence. The absence of a defence, however, is not a substitute for proof.

In Dumez (Nig.) Ltd vs. Nwaka Ogboli (1972) 1 All NLR (Pt. 1) 241, the Supreme Court emphasized that a claim for special damages must be established by credible evidence rather than speculation. The court is therefore required to determine the actual amount proved on the evidence before it.

Upon the evidence on record, the exhibits; A to D and the testimony of the claimant it has been established that the full sum of ₦302,000.00 was received by the Defendant for the agreed purpose and remains refundable, I find therefore that the Claimant has established his entitlement to recover that sum from the Defendant.

Accordingly, the Claimant succeeds in his claim for the refund of ₦302,000.00.

Cost of the Action

The Claimant also seeks ₦200,000.00 as cost of this action.

The award of costs is generally within the discretion of the court, which must be exercised judicially and judiciously, having regard to the circumstances of the case and the applicable rules of court.

The sum claimed by the Claimant does not automatically become payable merely because the Defendant failed to defend the action. This court has considered the nature of the claim for cost, the basis upon which it is sought, the evidence supporting it, and the applicable rules governing costs in this court.

If the defendant had refunded the claimant upon his request for the refund, the claimant would not need to sue for recovery of his money.

Conclusion and Orders

In the final analysis, I find that the Claimant has established his claim for the refund of the sum of ₦302,000.00, subject to the findings stated above concerning the amount received and the outstanding balance.

Consequently, judgment is entered in favour of the Claimant as follows:

1. That the Defendant shall pay the Claimant the sum of ₦302,000.00 (Three Hundred and Two Thousand Naira), being the sum proved to be due and recoverable from the evidence before the Court.

2. That the claim for ₦200,000.00 (Two Hundred Thousand Naira) only, as cost of this action is awarded in favour of the claimant, to be paid by the defendant forthwith.

This is the judgment of the court.

MRS. BARIYAAH. H. ABE ESQ
Chief Magistrate
13th October, 2026.

