

**IN THE MAGISTRATE COURT OF RIVER STATE OF NIGERIA**  
**IN THE PORT HARCOURT MAGISTERIAL DISTRICT**  
**HOLDEN AT PORT HARCOURT**  
**BEFORE HIS WORSHIP S. S. IBANICHUKA, ESQ**  
**HOLDEN AT SMALL CLAIM'S COURT 6 PORT HARCOURT**

**PMC/SCC/36/2025**

**HOPE ALIVE MICROFINANCE BANK LTD      —      CLAIMANT**

**AND**

**1. OLUCHI FAVOUR IRABOR —————      DEFENDANTS**  
**2. ONOBEVUNE EFECHA FRANK**

**JUDGEMENT**

The Claimant instituted this action against the Defendants via form RSSC 3 of this court filed on 11/03/25 claiming for the following:

- i.      The sum of **~~N~~273,561.60 (Two Hundred and Seventy-Three Thousand, Five Hundred and Sixty-One Thousand Naira, Sixty Kobo)** only being and representing unpaid balance of principal loan sum and interest owed to the Claimant by the Defendants.
- ii.      **₦100,000.00 (One Hundred Thousand Naira)** only as cost of this litigation.

In proof of its case, the Claimant called a sole witness (CW 1) and relied on two Exhibits, Exhibit's A and B being a hand written application for loan and a loan offer letter respectively. The Defendants never appeared in this case and were never represented by counsel despite being served the originating processes in this suit and hearing notices.

The facts of this case are that, the Claimant is a micro finance bank that sometime on 07/03/2019 the 1<sup>st</sup> Defendant took a loan of N300,000.00 (Three Hundred Thousand Naira) from the Claimant in which the agreed interest for the loan was 5% (percent) per month, that the 1<sup>st</sup> Defendant was inconsistent in paying the loan and now owes the claimant the sum of **~~N~~273,561.60 (Two Hundred and Seventy Three Thousand, Five Hundred and Sixty One Naira, Sixty Kobo)**, that despite several demands by the Claimant to the Defendant to repay the said balance of the principal loan sum and interest, the defendant has refused to pay hence this suit.

The sole issue for determination in this case is "*Whether the Claimant has placed enough materials before the court for the court to grant the claimants reliefs before this court*"?

The law is trite that where the claimant leads evidence in prove of his case and the Defendant adduces no evidence in rebuttal, in such circumstances the Defendant is deemed to have admitted the claims of the Claimant and in deserving cases the claimant will be entitled to his claim. See: **Section 123 of the Evidence (Amendment) Act 2023** and the case of **CBN V. DINNEH (2010) 17 NWLR (PT. 1221) PAGE 125, 162 at paragraphs C-D.**

The claimant relied on Exhibits A and B in proof of the fact that the 1<sup>st</sup> Defendant owes him the sum of **N=273,561.60 (Two Hundred and Seventy Three Thousand, Five Hundred and Sixty One Naira, Sixty Kobo)** only being and representing the unpaid balance of the principal sum of the loan and interest owed to the Claimant by the Defendants..

I have carefully considered the evidence adduced by the claimant in support of its relief before this court and on the strength of the Exhibits and the evidence of the CW1 before this court, I have no challenge in holding that the Claimant has proved his claim before this court against the 1<sup>st</sup> Defendant.

However, there is nothing before this court to prove liability against the 2<sup>nd</sup> defendant. Accordingly, it is adjudged as follows: -

1. That the claimant is entitled against the 1<sup>st</sup> defendant in the sum of **N=273,561.60 (Two Hundred and Seventy-Three Thousand, Five Hundred and Sixty-One Naira, Sixty Kobo)** only being and representing unpaid balance of principal loan sum and interest owed to the Claimant by the 1<sup>st</sup> Defendant.

2. **N100,000.00 (One Hundred Thousand Naira)** only as cost of this litigation.

I make no further orders.

Dated this 15<sup>th</sup> day of April 2025

Signed:  
S.S. IBANICHUKA, ESQ.  
15/04/2025.

SAMUEL S. IBANICHUKA, ESQ.  
(SENIOR MAGISTRATE)  
SIGN: *[Signature]* DATE: 6/5/25

