IN THE CHIEF MAGISTRATE COURT OF RIVERS STATE, 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 WEDNESDAY THE 12TH DAY OF AUGUST, 2026

RMC/SCC/22/2026

BETWEEN

CHUKWUEMEKA DAVID - CLAIMANT

VS

JENNIFER .O. OGBOWU - DEFENDANT

Matter for Judgment

JUDGMENT

The claimant claims against the defendant as follows;

1. An order that this Honourable Court orders the defendant to pay the claimant, the sum of N300,000.00 (Three Hundred Thousand Naira).

2. An order of this Honourable Court that the defendant pays the claimant the sum of N200,000.00 (Two Hundred Thousand Naira) only, being the cost of litigation.

3. N1,000,000.00 (One Million Naira) for general damages.

4. Ten percent (10%) annual interest of the judgment sum.

Facts

This Matter commenced via the filing of Complaint Form RSSC 2 dated 1st June, 2026, and the summons dated 1st June, 2026.

The affidavit of non-service is before the Court dated 8th June, 2026, wherefore the Court granted an order for substituted service on the 17th June, 2026, applied for by the claimant himself, claimant representing himself.

Affidavit of service dated 22nd June, 2026.

On the 2nd July, 2026, the claimant appearing for himself adopted his statement on oath dated 25th June, 2026, filed same day.

The claimant, Mr. Chukwuemeka David, a businessman, citizen of the Federal Republic of Nigeria, residing at No. 4 Ambassador Chukwuemeka Avenue SARS Road, Obio Akpor Local Government Area Rivers State, informed the Court as follows;

That he knows the defendant in this case, the defendant is a mariner and the owner of JBZRIL Seaquest Services, the defendant approached him on 9th February, 2026 to assist her with the sum of N300,000.00 to complete her contract with Nestoil Limited with a promise to pay back on or before the first week of March, 2026.

He gave the defendant the said some of N300,000.00, the defendant has made several promises to pay back to no avail, she has since then refused to refund his money and blocked her number so he cannot reach her.

He downloaded the evidence of the bank payment slip Exhibit B and part of their WhatsApp conversation, before me as Exhibits A, A1, A2, A3, with his iPhone 17 Pro Max and Printer from the registry at the Chief Magistrate Court, Rumuodomaya HP smart tank 580. Both the phone and Printer were in good working condition at that time.

The said transaction was done at his residence, he has suffered many injuries and inconvenience in order to recover his money. He has visited her office and she has been avoiding him.

Wherefore the claimant claims as aforementioned.

At the end of his evidence he was foreclosed from cross examination by the defendant due to her absence.

E. D. George, Esq. appeared for the defendant on the next adjourned date. Case thus adjourned for defense.

Defense foreclosed from defending this suit due to the absence of the defendant

The defense withdrew her appearance afterwards, the claimant adopted his final written address dated and filed 10th July, 2026.

Issue for determination

In my considered view, the sole issue for determination is:

Whether having regard to the totality of the evidence before the Court, the claimant has proved his entitlement to the reliefs sought, in the absence of the defendant?

COURT

Resolution of the issue

The law is settled that in civil proceedings, the burden is on the person who asserts a fact to establish that fact by credible evidence. The Claimant therefore bears the initial burden of proving that the defendant requested and received the ₦300,000.00 and that the money remains unpaid. See section 131 of the Evidence Act, 2011 to 135.

However, the fact that the defendant did not defend the action does not automatically entitle the claimant to judgment. The Claimant must still establish his case by credible and admissible evidence.

In Chief Sunday Ogunyade vs. Solomon Oluyemi Oshunkeye & Anor (2007) NGSC 33, the Supreme Court reaffirmed that a Claimant does not automatically succeed merely because the Defendant called no evidence. Nevertheless, where evidence has been given and the opposing party had the opportunity to challenge it but failed to do so, the Court may act upon such unchallenged evidence.

Similarly, in Folorunsho & Anor vs. Shaloub (1994) 3 NWLR (Pt. 333) 413 at 433, the principle has been applied that in an undefended case, only minimal proof is required, and unchallenged evidence may be accepted where it is credible and establishes the claim.

In Okupe vs. Ifemachi (1974) 3 SC 97 at 103, the Supreme Court held that an undefended case requires minimum proof.

In an undefended loan-recovery claim, holding that where the defendant did not appear or defend the action, an undefended case requires a minimum of proof and that unchallenged evidence ought to be accepted where it proves the issue in controversy.

The Court must nevertheless determine the case on the strength of the Claimant's case and not merely on the weakness or absence of the defendant's case. This principle is also reflected in Balogun vs. Labiran (1988) 1 NWLR (Pt. 70) 301, where the Supreme Court reiterated the burden resting on a claimant in civil proceedings.

Whether the defendant received the ₦300,000.00 from the claimant?

In the present case, the evidence before the Court is not merely the oral assertion of the claimant.

There is documentary evidence which materially corroborates his testimony.

Exhibit A contains the correspondence between the parties. Of particular significance is the evidence that the Defendant herself requested the sum of ₦300,000.00 as a

soft loan, supplied her bank account details for the purpose of receiving the money and undertook to repay the loan by the first week of March. See Exhibits A to A3.

Exhibit B is the evidence of the actual transfer of ₦300,000.00 to the defendant.

The significance of these two exhibits, when considered together, cannot be overstated. Exhibit A establishes the request for the loan and the defendant's undertaking to repay, while Exhibit B establishes the actual payment of the money.

The two exhibits therefore substantially corroborate the oral testimony of the claimant.

There is also no evidence before this Court that the defendant repaid the money, either in whole or in part.

There is no evidence of any subsequent agreement varying or extinguishing the defendant's obligation. There is equally no evidence that the ₦300,000.00 was a gift or payment made for any other purpose.

The defendant, having had the opportunity to challenge the claimant's evidence, chose not to appear before the Court and did not controvert the evidence.

I therefore find the claimant's evidence to be credible, consistent and sufficiently corroborated by Exhibits A and B.

I accordingly hold that the claimant has proved, on the preponderance of evidence, that:

1. the defendant requested a loan of ₦300,000.00;
2. the defendant supplied her account details for the purpose of receiving the money;
3. the claimant transferred ₦300,000.00 to the Defendant;
4. the defendant undertook to repay the money by the first week of March; and
5. the defendant has failed to repay the said sum.

The claimant is therefore entitled to recover the principal sum of ₦300,000.00 from the defendant.

Electronic Evidence

I have also considered the electronic evidence admitted as Exhibits A, A1, A2 and A3.

The documents contain the WhatsApp correspondence between the claimant and the defendant and were produced from the claimant's iPhone and printer using the HP Smart Tank 580 printer.

The Court is entitled to consider the exhibits having already admitted them in evidence, subject to the weight and probative value to be attached to them, done already.

The fact that the correspondence originated from the claimant's device does not, in itself, render it incapable of corroborating the claimant's case, particularly where its contents are consistent with Exhibit B and there is no competing evidence from the Defendant denying the communications or the transaction; see section 184(4) of the Evidence Act, 2011.

In Istvan Imre Nagy vs. C.O.E.C. Construction Nigeria Ltd, the admissibility of WhatsApp printouts as electronically generated evidence and the requirements governing such evidence under the Evidence Act were considered.

In the present case, the Exhibits were admitted without challenge and I have considered them primarily for their evidential value in determining whether the Claimant established the alleged transaction, between him and the defendant.

General Damages

The Claimant claims the sum of ₦1,000,000.00 as general damages.

It is settled that general damages are not awarded as a matter of course merely because they have been claimed. The Court must consider the nature of the wrong proved and the natural and probable consequences flowing from it.

The evidence before the Court is that the defendant obtained the money as a loan, promised to repay it by the first week of March, failed to do so despite the promise, avoided the claimant when he attempted to recover his money and eventually blocked his telephone number.

The claimant also testified that he made efforts to recover the money, including visiting the defendant's office.

I accept that the defendant's conduct caused the claimant inconvenience and unnecessary difficulty in attempting to recover money which he had advanced to her.

However, having regard to the circumstances of the case and the nature of the claim, I do not consider the sum of ₦1,000,000.00 to be justified.

I therefore award the Claimant the sum of ₦500k as general damages.

Costs

The Claimant claims the sum of ₦200,000.00 as litigation costs.

Costs are discretionary and are awarded to compensate a successful party for expenses reasonably incurred in prosecuting the action. They are not intended to punish the unsuccessful party.

Having regard to the circumstances of this case, the defendant's failure to repay the admitted principal sum and the expenses necessarily incurred by the claimant in instituting and prosecuting this action, I award the sum of ₦200k as costs.

Interest

The Claimant has claimed interest at the rate of 10% per annum on the judgment sum.

In the absence of evidence establishing a contractual rate of interest applicable to the loan, I am not persuaded that the claimant is entitled to pre-judgment interest at the claimed rate merely because it was pleaded.

However, upon the delivery of judgment, the Court may award post-judgment interest in accordance with the applicable law and Rules of Court.

I therefore award interest on the judgment sum at the rate of 10% per annum from the date of this judgment until final liquidation, subject to the applicable provisions of the Rules of this Honourable Court.

Conclusion

From the totality of the evidence before the Court, I am satisfied that the Claimant has proved his claim on the balance of probabilities, as provided in our legal jurisprudence.

The evidence of the Claimant is materially corroborated by Exhibits A, A1, A2, A3 and B. Exhibit A demonstrates the Defendant's request for the loan, her provision of her bank account details and her undertaking to repay the money, while Exhibit B establishes that the sum of ₦300,000.00 was actually transferred to her.

The defendant did not appear before this Court to challenge the evidence or offer any explanation for her failure to repay the money.

Final orders

In the final analysis, I find that the Claimant has proved his case on the balance of probabilities. The evidence of the Claimant is credible and is materially corroborated by Exhibits A, A1, A2, A3 and B.

In particular, Exhibit A establishes that the defendant requested a soft loan of ₦300,000.00, supplied her account details for the purpose of receiving the money and undertook to repay same by the first week of March. Exhibit B establishes that the said sum was subsequently transferred to the Defendant.

The defendant, despite being duly served and afforded the opportunity to defend the action, failed to appear before the Court, did not cross-examine the Claimant and did not adduce any evidence in rebuttal.

I am therefore satisfied that the claimant has established his claim on the preponderance of evidence.

Accordingly, judgment is hereby entered in favour of the claimant against the defendant as follows:

1. That the defendant shall pay to the claimant the sum of ₦300,000.00 (Three Hundred Thousand Naira), being the principal sum advanced to the defendant as a loan and remaining unpaid.

2. That the defendant shall pay to the claimant the sum of ₦500,000.00 (Five Hundred Thousand Naira) as general damages.

3. That the defendant shall pay to the claimant the sum of ₦200,000.00 (Two Hundred Thousand Naira) as costs of this action.

4. That the judgment sum shall attract interest at the rate of 10% per annum from the date of this judgment until final liquidation, subject to the applicable Rules of this Honourable Court.

The total monetary judgment, exclusive of post-judgment interest, is therefore ₦1,000,000.00 (One Million Naira).

This is the Judgment of the Court.

MRS. BARIYAAH .H. ABE
Chief Magistrate
12th August, 2026.

RIVERS STATE JUDICIARY
SIGN:.....
DATE: 13/10/2025
SMALL CLAIMS COURT REGISTRY, RUMUOGOMAYA