IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/301/2024

BETWEEN

IYOWUNA MILTON ABIBO — **CLAIMANT**

AND

1.MBA FOREX AND CAPITAL INVESTMENT LTD
2.MR. MAXWELL ODUM
3.WORLD CITIZEN EQUITY PARTNERS LTD. — **DEFENDANTS**

Parties are absent

Appearances- N.N. Tamunoibime appears for the Claimant

JUDGEMENT

The Claimant instituted this matter vide Form RSSC2 on the 06/11/2024. Sequel to an affidavit of service dated 02/12/2024, the Claimant's Counsel N.N. Tamunoibime on behalf of the Defendant on the 04/12/2024, entered a plea of not liable and hearing commenced immediately.

The Claimant testified as a sole witness, tendered three exhibits and closed his case on the 18/12/2024. The Claimant relinquished his right to file a final written address.

The Defendant did not defend this case.

THE CLAIM

Iyowuna Milton Abibo a legal practitioner, the Claimant and CW1 testified that in 2020 one Bridget Ikpeoha accompanied by a friend came visiting him and sold an investment opportunity to him. Claimant later visited the Defendants' office at No 130 Aba Road, Waterlines and made an initial investment of N360,000 and later doubled it to N720,000. As return on investment, Defendants promised the Claimant and parties agreed for N54,000 monthly. The Defendants paid from March -October 2020 and stopped. Claimant visited their office but all attempts to get his payment proved abortive. Claimant is praying the Court to grant his reliefs which includes his capital and return on investment.

EVALUATION/DECISION

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This Court is of the considered opinion that the sole issue for determination is whether the Claimant is entitled to judgement of this Court.

What is expected of the Claimant in this suit is proof beyond probabilities, as enshrined in the law. The Claimant contends that he was sold an investment from Defendants and he made a total investment of N720,000. In proof, the Claimant tendered and the Court admitted exhibit C2a-w. On the face of exhibit C2a and d, the Claimant had on the 09/03 and 15/06/2020 made two deposits of N360,000, respectively. By a mail dated Wednesday 27 2021 and admitted as exhibit C1, 1st Defendant verified Claimant's email and acknowledged Claimant's investment.

The grouse of the Claimant is an alleged breach of the contract entered by parties. The law sets down basic elements of a valid and binding contract to be offer and acceptance, as well as intention to create legal relations and consideration- **OMEGA BANK NIGERIA PLC V O.B.C. LIMITED [2005] Legalpedia (SC) 11711.**

A holistic analysis of the facts placed before this Court shows that those elements are present and complete. An offer was made and by exhibit C1, there was an acceptance and consideration was made. Furthermore, by a detailed reading of exhibit C2 which is Claimant's statement of account, the Claimant has parted with consideration. Parties have by their conduct, expressed their intention to be bound by their contract.

Notwithstanding, the Claimant throughout the proceedings did not lead evidence as to whether the contract was made orally or in writing, neither is there any single document housing the terms of the contract. Should the Court construe it as Claimant's attempt to withhold evidence? I shall make no further comment on this.

The law of contract is well settled that given the sanctity of contract, parties are bound by their contract/agreement- **MR. ENIWOMAKE RICHARD OVIVIE V. DELTA STEEL COMPANY LIMITED (2023-03) Legalpedia 79126 (SC).**

It follows therefore, that this Court like any other Court, cannot rewrite the contract of parties but must give effect to it- **OWIGS AND OBIGS NIGERIA LIMITED v. ZENITH BANK PLC (2020) LPELR-50702 (CA).**

This Court can thus not change the agreement of parties. Exhibit C2 a-w houses the payment by and from parties. It discloses a consistent and patterned payment by 1st Defendant. As has been led in evidence, the payment which the Claimant dubbed "return on investment" stopped in October 2020, contrary to the agreement of parties. That in itself as led in evidence by the Claimant, is a breach of the contract.

The Court should point out that the Claimant did not lead any evidence touching his relationship with the 3rd Defendant neither did he bring to the fore, the cause of action against him. This Court can thus not embark on conjecture and assumptions.

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A careful evaluation of the evidence as led by the Claimant reveal that the Defendants breached the contact entered into, by failing to fulfil her part of the obligation. Having breached the contract, the law will not leave the Claimant empty-handed.

The Defendants as shown on the affidavit of service which is prima facie proof of service, is aware of the subsistence of this suit but for reasons within their personal knowledge, chose not to defend. Worthy of mention is the fact that the entire evidence led by the Claimant were unchallenged, uncontroverted and they are deemed admitted and I so hold. Furthermore, a Claimant as in the instant case shall succeed solely on the strength of his case and not on the weakness of the defence.

The law provides that the burden placed on the Claimant shall be discharged on a balance of probabilities. However, where as in the instant case the Defendant did not defend, what is expected is minimal proof. The Court finds that the Claimant has discharged the burden placed on him, on a minimal proof and I so hold.

To the extent the Claimant has proved his case, judgement be and is hereby entered in favour of the Claimant. It is accordingly adjudged that:

1. The Defendants jointly pay to the Claimant the sum of N3,100,000 comprising of the debt owed, fees, and costs.

I make no further order as to cost.

SIGNED

ANUGBUM, OBIARERI N., ESQ

S.C.C. III

13/02/2025



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