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/25/2026

BETWEEN

MR. OMACHONU FELIX ABUH - CLAIMANT

VS.

1. FAVOUR OSEMUDIAMHEN JOHN
2. OSE'S RECRUITMENT AND TRAVELS LTD.] **DEFENDANTS**

Matter for judgement.

Agochi Amadi, Esq. for the claimant

Mrs U.C. Nwogu, Esq. for the defendant

JUDGMENT

The claimant claims against the defendant as follows;

1. An order that the Honourable Court order the defendants to pay the claimant the sum of ₦2,150,000.00 (Two Million, One Hundred and Fifty Thousand Naira), being balance of debt owed.

2. An order of this Honourable Court that the defendants pay the claimant the sum of N500,000.00 (Five Hundred Thousand Naira) being the cost of litigation.

3. ₦1,000,000.00 for general damages.

4. 10% annual interest of the Total Judgment sum.

Facts

The Claimant's evidence is that the Defendant is a businesswoman and the owner of Ose's Recruitment and Travels Limited, a business engaged in visa-processing and recruitment services for persons seeking to travel abroad.

According to the Claimant, he approached the Defendant for assistance in obtaining a visa to travel to Europe. The Defendant represented that she could procure a visa for him to Poland and charged him the sum of ₦2,750,000, covering initial payment, deposit, shipping, visa processing, police clearance, insurance, service charges and other related expenses.

The Claimant testified that he paid the said sum to the Defendant by bank transfer. The evidence of the transfer was tendered and admitted as Exhibit A, while the relevant bank statements were admitted as Exhibit B.

The Claimant further testified that in May 2024, he received an invitation for a visa interview in Abuja. At the Polish Embassy, he was informed that there were errors in his visa application, including the address, telephone numbers, email address and his age. His visa application was consequently unsuccessful.

The Claimant stated that he complained to the Defendant, who undertook to correct the errors but failed to do so. He further testified that the Defendant subsequently promised to arrange Serbian and Canadian visas for him, but those promises were not fulfilled.

The Claimant stated that the Defendant refunded a total sum of ₦600,000, leaving an outstanding balance of ₦2,150,000. The bank transfer evidence of the refunds was tendered as Exhibit C.

The Claimant also relied on WhatsApp conversations between the parties, admitted as Exhibit D, and testified that despite repeated demands and the service of a demand notice, the Defendant had failed to refund the outstanding balance.

The Claimant further testified that he paid ₦500,000 to his solicitor to institute this action and tendered a receipt in support of that payment. He also relied on the demand notice tendered in evidence.

The Claimant seeks the following reliefs:

1. An order directing the Defendant to pay ₦2,150,000, being the outstanding balance of the money owed to the Claimant.
2. An order directing the Defendant to pay ₦500,000 as the cost of litigation.
3. The sum of ₦1,000,000 as general damages.
4. Interest at the rate of 10% per annum on the judgment sum.

Issues for determination

Having considered the Claimant's evidence and the exhibits tendered, I adopt the following issues for determination:

1. Whether the Claimant has established that he paid the Defendant ₦2,750,000.00 for visa-processing services and that the Defendant failed to fulfil the agreed obligation?

2. Whether the Claimant has proved that the Defendant remains indebted to him in the sum of ₦2,150,000.00?

3. Whether the Claimant is entitled to the sum of ₦500,000 claimed as legal fees and ₦1,000,000 as general damages?

4. Whether the Claimant is entitled to post-judgment interest and costs?

The defendant was foreclosed from cross examination of the claimant and from defending this suit due to the none appearance of the defendant. The claimant's counsel waived his right to address the Court afterwards and the Court thus adjourned for judgement.

The Court also issued hearing notices to be served on the defendant.

However, a counsel for the defendant appeared before this court on the 12th of August, 2026, C.T. McPepple Esq, insisting the defendant was served with only a hearing notice and not the summons of this court, wherefore the court dismissed same after verifying that the defendant had been properly served.

The defence afterwards still filed a preliminary objection dated 15/9/26 which was struck out by this Court due to the fact that the Court had addressed the issue of non-service of the court's processes on the defendant after verifying that the defendants were duly served by the Court bailiff Eli .C. Victor on the 13th July, 2026 via substituted service with the leave of Court.

COURT

This is a civil action instituted by the Claimant against the Defendant for the recovery of money paid for visa-processing services which the Claimant alleges the Defendant failed to perform, together with the costs of litigation, general damages and post-judgment interest.

The Defendant was served with hearing notices but failed to appear before this Court, either personally or through a legal practitioner. The matter therefore proceeded without the participation of the Defendant, and the Court adjourned the case for judgment.

The failure of the Defendant to appear does not, by itself, entitle the Claimant to judgment in respect of every relief sought. The duty remains on this Court to evaluate the evidence before it and determine whether the Claimant has established his entitlement to the reliefs claimed.

Resolution of the issues

Non-Appearance of the Defendant and Effect of Failure to File a Defence

Article 6(3) of the Civil States Small Claims Practice Direction, 2023, provides that where a defendant fails to file a defence to a claim, the defendant may be deemed to have admitted the claim. Furthermore, Article 8 of the said Practice Direction provides that where a matter is called for hearing on the date fixed, the claimant appears, and the defendant fails to appear despite proof of service, the Magistrate of the Small Claims Court shall proceed with the hearing of the claim and enter judgment, provided that the claimant is able to prove his claim.

In the instant case, the records of this Court show that the Defendant was duly served with the originating summons through substituted service, pursuant to an order of this Court made on the 24th day of June, 2026, granting leave for service through the Defendant's WhatsApp telephone number: 09152210102. An affidavit of service dated the 30th day of June, 2026, is before this Court, evidencing the said service.

Upon being satisfied that the Defendant had been served with the originating process, this Court proceeded to hear the matter. The records further show that hearing notices were served on the Defendant by the Court Bailiff, Eli .C. Victor, on the 2nd and 8th days of July, 2026. Notwithstanding the service of the originating process and the hearing notices, the Defendant failed and neglected to appear before this Court to defend the action.

The Claimant, on the other hand, was present and represented by his counsel, Lord Ikonwa, Esq., and proceeded with his case.

However, the absence of a defence does not relieve a claimant of the burden of proving his claim. The law remains that a claimant must succeed on the strength of his own case. In Samuel Tele Onadeko vs. Union Bank of Nigeria Plc (2004), the Court emphasized that even in an undefended action there must be sufficient evidence establishing the claim, particularly where the claim concerns loan, interest and related monetary sums.

Similarly, in Intercontinental Bank Ltd vs. Brifina Ltd (2012), the Supreme Court stated that even where an action is undefended, the Court must examine whether the claimant has made out his claim.

In the circumstances, this Court is satisfied that the Defendant was afforded an opportunity to appear and defend the suit but failed to avail himself of that opportunity. Accordingly, pursuant to Article 8 of the Small Claims Practice Direction, 2023, this Court is entitled to proceed with the hearing and determine the claim on the evidence adduced by the Claimant.

However, the Defendant's failure to appear or file a defence does not, by itself, dispense with the requirement that the Claimant must establish his entitlement to the reliefs sought. The Court must therefore examine the evidence adduced by the Claimant and determine whether the claim has been sufficiently proved before entering judgment.

The fact that the defendant was served with hearing notices but failed to appear does not automatically entitle the claimant to all the reliefs sought. The court must still evaluate the evidence and apply the relevant law.

The defendants were foreclosed from cross examination of cw1 and defending this suit due to their consistent absence.

The following exhibits were tendered: Exhibit A, showing the transfer of 2,750,161.25 from the claimant's account with UBA between Dec 2023 and 4th February, 2024 to the 1st defendant for work permit, recruitment, paid in three installments. The Exhibit is relevant in establishing the payment of the said sum by the Claimant to the 1st Defendant.

Exhibit B is the transfer of N500,000.00 from d 2nd defendant to the claimant.

Exhibit C consists of WhatsApp correspondence between the Claimant and the 1st Defendant. The correspondence is relevant to determining the nature and terms of the agreement between the parties, the Defendant's obligations under the agreement, and the circumstances surrounding the Claimant's demand for a refund.

On the 27th October, 2025, the defendant stated therein that what's left is N2,100,000.00 I have paid N500,000.00 so far.

Facts admitted need no further proof

This is evidence showing that the defendant paid 500,000.00 to the claimant, also see Exhibit B proof of payment of N500,000.00 to the claimant by the defendant.

Claimant you paid N500,000.00 out of N2,750,000.00; remaining N2,250,000.00.

Exhibit C is the WhatsApp correspondence between the claimant and the defendant.

Of particular significance is the WhatsApp correspondence admitted in evidence as Exhibit C. In the said correspondence dated 27th October, 2025, the 1st Defendant stated, inter alia, that "what's left is 2.1m, I have paid 500,000.00 so far." This statement is relevant to the determination of the outstanding sum between the parties.

The Court finds that the said statement, when considered alongside Exhibit A, which evidences the transfers made by the Claimant to the 1st Defendant, and Exhibit E, being the letter of demand and the Defendant's response thereto, provides evidence relevant to the Claimant's assertion that the sum of ₦2,100,000.00 remained outstanding.

This reference to ₦2,100,000.00 was an acknowledgment of an outstanding refund to the claimant by the defendant.

Exhibit D is a receipt for payment of professional fees, dated 2nd June 2026, to confirm that the claimant had paid his lawyer 500,000.00 naira for the case against the defendant. Exhibit E is a letter of demand from the claimant to the defendant, demanding that he pays the balance of 2.1 million naira, dated 11th May 2026, as balance for the agreed refund. Attached to that is a message from the defendant, saying that they acknowledge receipt of his demand notice, but note that the agreement between both parties stated that refunds would not apply once the work permit had been issued.

There is also a letter, Exhibit F1, this is in a foreign language, in Exhibit C, the WhatsApp correspondence the claimant referred to Exhibit F1 being in a foreign language which he could not interpret and the 1st defendant told him to use Google Translate.

Exhibit F2 is the booking, the flight booking by the claimant on Air France for this trip. Exhibit F3 is the application for national visa by the claimant to Poland.

Exhibits C and F especially prove that both parties had a contract which the 1st defendant breached due to the failure of the 1st defendant to perform the obligations of the contract, the said breach rescinded their contract and made the defendants liable to the defendant for all the losses incurred by him which resulted to his claims especially that of damages, this I align with.

The defendants should not have entered into the contract if they knew they could not provide the services the claimant paid for.

In Edun vs. Federal Republic of Nigeria (2019) 13 NWLR (Pt. 1689) 326 (Pp. 351-352, paras. G-B) – Supreme Court, the Supreme Court defined a breach of contract as a violation of a contractual obligation where a party fails to keep their promise resulting in a civil claim for damages or specific performance.

- A breach of contract, on one hand, is a violation of a contractual obligation by failing to perform one's own promise under the contract by repudiation of the contract agreement. A breach of contract may be by non-performance, or by repudiation, or both. Each case gives rise to a civil claim either for damages, or some other remedies including specific performance.

- In Niger Insurance vs. Abed Brothers SC 138/1975. The Supreme Court held that the insurance company breached its obligation to repair a damaged vehicle trailer within a reasonable time (taking 38 months), awarding loss of profit damages to the plaintiff.

- In Mr. Matthew Akwemoh vs. Mr. Godswill Aadum Suit No: NICN/ABJ/26/2024. The National Industrial Court of Nigeria found a valid employment contract breached and ordered the defendant to pay commission, arrears, car repair costs, damages, and interest.

- In Nkechi Catherine Ogbonnah vs. Mikano International Limited (2023): The National Industrial Court of Nigeria ruled that terminating an employee without proper contractual notice or salary in lieu of notice amounted to a wrongful breach, awarding salary in lieu, general damages, and legal costs.

- In Davido and Brownhill Investment Company/Amaju Pinnick (2024): Settled out of Court at the Delta High Court in Effurun, this high-profile suit involved a performance breach after an artist missed a scheduled music concert.

See also Bimba Agro Livestock Company Limited vs. Landmark University (2020) 15 NWLR (Pt. 1748) 465 (P. 498, paras. A-C).

The term breach of contract denotes a violation of a contractual obligation, either by failing to perform one's own promise or by wantonly interfering with another party's performance of the contract. A breach of contract may be occasioned by non-performance or by repudiation or both. Every breach of contract gives rise to a claim for damages, and may give rise to other remedies. Even if the injured party sustains no pecuniary loss or is unable to show such loss with sufficient certainty, he has, at least, a claim for nominal damages. If a court chooses to ignore a trifling departure, there is no breach and no claim arises.

Effect of Breach of Contract

In Best (Nig.) Ltd. vs. Blackwood Hodge Nig. Ltd. & Anor (2011) LPELR-776(SC).

"Where a party to a contract is in breach of a material term of same, the breach gives the aggrieved party a lee-way or an excuse for non-performance of its own side of the bargain. Such a party is at liberty to treat the contract as extinguished or at an end. See: Yadis (Nig.) Ltd. vs. G.N.I.C. Ltd. (2007) 14 NWLR (Pt.1055) 584 at 609." – Per JOHN AFOLABI FABIYI, JSC (Pp 23 – 23 Paras B – C)

Also see Ecosolar Intl Ltd & Anor vs. Riverbank Capital Ltd (2020) LPELR-49594(CA).

"A breach of contract connotes that the party in breach had acted contrary to the terms of the contract either by non-performance or by performing the contract not in accordance with its terms or by a wrongful repudiation of the contract. A party who had performed the contract in consonance with its terms cannot be said to have been in breach thereof." – Per Ugochukwu Anthony Ogakwu, JCA

Common Remedies for Breach

- Damages: Financial compensation designed to place the injured party in the position they would have been in if the contract had been performed, subject to the duty to mitigate losses.

- Specific Performance: A discretionary equitable order directing the defaulting party to carry out their contractual promise (denied in personal service or employment contracts).

- Injunctions: Court orders restraining a party from committing a breach of a negative stipulation in an agreement.

- Termination/Rescission: Treating the contract as discharged due to a fundamental breach, allowing the innocent party to walk away and sue for damages.

On the facts supplied, the strongest part of the claim is the recovery of the outstanding ₦2,150,000, provided the exhibits establish the original payment of ₦2,750,000 and the subsequent refunds totaling ₦600,000. The claim for ₦500,000 legal fees and ₦1,000,000 general damages requires separate consideration.

There are four matters I would address expressly;

First: the identity of the defendant. The claimant describes the defendant as the owner of Oses Recruitment and Travels Limited. The Court will Confirm whether the suit was instituted against the company, the businesswoman personally, or both. A company has a legal personality separate from its owner. See Salomon vs. A. Salomon & Co Ltd 1897 AC 22 and, in Nigerian law, Marina Nominees Ltd vs. Federal Board of Inland Revenue (1986) 2 NWLR (Pt. 20) 48. The judgment must be against the party properly sued and proved liable.

Second: the arithmetic of the refunds. The original payment was ₦2,750,000. The claimant says ₦600,000 was refunded, leaving ₦2,150,000. That calculation is correct: ₦2,750,000.00 - ₦600,000.00 = ₦2,150,000.00.

However, the evidence also mentions a separate payment of ₦50,000.00, it has to be established whether that amount was included in the ₦600,000.00 refund? If it was additional, the outstanding balance would instead be ₦2,100,000.00.

Third: the evidential value of the exhibits; Exhibit A, Exhibit B and Exhibit C should be examined together to establish the original payment and all refunds. Exhibit D should be examined for admissions by the defendant concerning the transaction, the failure to obtain the visa and the outstanding balance. The claimant's evidence about the visa refusal should also be evaluated in light of any documentary evidence from the embassy.

Applicable legal principles

a. The burden of proof in an undefended action

Sections 131–134 of the Evidence Act 2011 govern the burden and standard of proof in civil proceedings. The claimant must establish the facts supporting the reliefs sought on a balance of probabilities.

The Supreme Court's decision in Nwanji vs. Coastal Services (Nig.) Ltd (2004) 11 NWLR (Pt. 885) 552 is particularly relevant to the evaluation of evidence and the need for a claim to be properly established.

The defendant's failure to file a defence, appear at trial or cross-examine the claimant does not relieve the court of its duty to examine the evidence. The court should not enter judgment merely as a punishment for the defendant's absence.

b. Proof of the transaction and breach of contract

The claimant's case is essentially one of breach of contract and recovery of money paid for visa-processing services which, according to his evidence, were not successfully performed.

The Court will determine whether the claimant has established:

- That an agreement existed between the parties for visa-processing services.
- That he paid the defendant ₦2,750,000 pursuant to that agreement.
- That the agreed services were not performed in accordance with the agreement.
- That the defendant refunded ₦600,000.00.
- That ₦2,150,000 remains outstanding, subject to resolving the separate ₦50,000 payment.

The WhatsApp conversations in Exhibit D may be particularly important if they contain admissions of the debt or promises to refund the balance.

c. Recovery of the outstanding debt

Where a claimant establishes payment of a specific sum and the defendant's obligation to return it, the Court may enter judgment for the outstanding liquidated amount proved by the evidence.

The claimant should not, however, be awarded more than the amount established by the evidence. In Nwanji vs. Coastal Services (Nig.) Ltd (supra), the Supreme Court emphasised the need for proper pleading and proof of claimed losses.

d. Solicitor's fees and litigation costs

The claim for ₦500,000 as legal fees should be distinguished from the ordinary costs of the action.

e. General damages

The claimant seeks ₦1,000,000.00 as general damages, relying on the failed visa application, the loss of use of his money and the frustration of his plan to travel abroad for work.

The court will distinguish between:

- Losses that naturally and reasonably flow from the breach of contract; and
- Disappointment, frustration or other consequences that have not been sufficiently connected to the breach by the evidence.

General damages are not automatic merely because a contract was breached. The court must assess the nature of the contractual obligation and the loss legally attributable to the breach. The claimant's assertion that he lost the opportunity to work abroad should not be treated as proof of a particular financial loss unless the evidence establishes it.

f. Post-judgment interest

The claimant seeks interest at 10% per annum on the judgment sum. It assumes that the defendant was properly sued, that the exhibits establish the transaction, that the ₦50,000 payment is included in the ₦600,000.00 refund, and that the outstanding balance of ₦2,150,000.00 is proved.

Issue One

Whether the Claimant has established the transaction and the Defendant's failure to fulfil the agreement?

The law is settled that a party who approaches a court for relief must establish the facts upon which the claim is founded. Sections 131, 132 and 133 of the Evidence Act 2011 provide the general framework governing the burden of proof in civil proceedings.

The fact that the Defendant did not appear to defend this action does not relieve the Claimant of that burden. The Court must be satisfied that the evidence establishes the claim on a balance of probabilities.

In the present case, the claimant testified that he engaged the Defendant to process a visa for him and paid the sum of ₦2,750,000 for that purpose. Exhibit A is the transfer evidence, while Exhibit B comprises the relevant bank statements. These exhibits must be considered together with the Claimant's oral testimony and the contents of Exhibit D, being the WhatsApp conversations between the parties.

The claimant's evidence is that the visa application was unsuccessful because of errors in the information and documents used for the application, and that the Defendant failed to remedy those errors despite being informed.

I have considered the evidence of the claimant and the documentary evidence albeit the Exhibits before this Court, documentary evidence being the best form of evidence. See Agbon vs FBN (2007) 12 NWLR (PRT 1050) 45.

See also sections 84 -88 of the Evidence Act 2011.

Where the evidence establishes that the Defendant received the money for the agreed service but failed to perform the obligation in accordance with the agreement, the Defendant cannot retain the unearned sum without lawful justification.

I therefore find that the claimant is entitled to his claim.

Issue Two:

Whether the Claimant has proved the outstanding debt of ₦2,150,000?

The Claimant's evidence is that he paid ₦2,750,000.00 and subsequently received refunds totaling ₦600,000.00.

The calculation of the outstanding balance is as follows:

Original payment: ₦2,750,000.
Less refunds: ₦600,000.
Outstanding balance: ₦2,150,000.

The arithmetic is straightforward. However, the Court must be satisfied that the documentary evidence supports both the original payment and the total amount refunded.

Exhibit C, being the evidence of the refunds, must be examined to ascertain the amounts, dates and recipients of the transfers. The evidence concerning the separate sum of ₦50,000 must also be reconciled to ensure that it has not been omitted from, or counted twice in, the calculation.

N50,000.00 is part of the money paid, paid when they heard of his kidnap.

Having considered Exhibits A, B, C and D, I find that the Claimant has established an outstanding balance of ₦2,100,000.00 not ₦2,150,000.00. Refund of ₦650,000.00 by the defendant to the claimant.

Accordingly, the Court will grant only ₦2,100,000.00 not ₦2,150,000.00 as claimed.

Issue Three

Whether the Claimant is entitled to ₦500,000 as legal fees and ₦1,000,000 as general damages?

The Claimant seeks ₦500,000.00 as the legal fees paid to his solicitor for instituting this action. Although the Claimant tendered a receipt in support of the payment, the question is whether the amount is legally recoverable from the Defendant?

The Claimant must still establish his entitlement to the reliefs sought by credible evidence. The standard remains proof on the balance of probabilities. The Supreme Court has reiterated the requirement for proof in civil claims, including claims for damages. See Linus Onwuka & Anor vs. R.I. Omogui (1992).

This does not prevent the Court from making an appropriate award of ordinary costs in favour of the successful party.

Indeed, Nigerian appellate authorities recognize that a claim for solicitor's fees, where pursued as special damages, requires appropriate pleading and proof. Guinness Nigeria Plc vs. Emmanuel Nwoke (2000) discusses the requirement of credible proof of solicitor's fees.

See Union Bank of Nigeria Plc vs. Chimaeze (2014) 9 NWLR (Pt. 1411) 166 (SC). Supreme Court of Nigeria, 2014.

This decision is frequently cited in arguments concerning the recovery of solicitor's fees. The case involved a claim for solicitor's costs as special damages, and the Supreme Court considered the award in the circumstances of the case.

See Mekwunye vs. Emirates Airlines (2019) LPELR-46553(SC); (2019) 9 NWLR (Pt. 1677) 191. Supreme Court of Nigeria, 2019.
This case is important because it clarifies the court's power to award costs of litigation.

The Supreme Court upheld the distinction between costs awarded by the court under its procedural rules and a claim for solicitor's fees as damages. The court has discretion to award costs where the applicable rules empower it to do so, and such costs are not necessarily special damages requiring the same strict proof as an ordinary damage claim.

See Christopher .U. Nwanji vs. Coastal Services (Nigeria) Limited (S.C. 151/1999) [2004] NGSC 16 (22 June 2004) - NGSC 16.

But in a situation where loss of certain items is claimed, quantity of such items and the value in money must be clearly averred in pleading. This will obviate doubt and allow parties to the suit make preparation to meet the averment. That is why specific damages must be clearly pleaded and strictly proved by evidence. See B.E.O.O. Industries (Nig.) Ltd. vs. Maduakor (1975) 12 SC 91, 108; Obimiami Brick & Stone Ltd. vs. A.C.B. Ltd. (1992) 3 NWLR (Pt. 229) 260, 312; Odulaja vs. Haddad (1973) 11 SC 357, 362; Osuji vs. Isiochi (1989) 3 NWLR (Pt. 111) 623; 633; 636.

All evidence received in respect of matters not pleaded properly amount to illegally admitted evidence and go to no issue. Ferdinand George vs. Dominion Flour Mills

Ltd. (1963) 1 SCNLR 117, (1963) 1 All NLR 71,77; Emegokwue vs. Okadigbo (1973) 4 SC 113, 117.

Nkechi Catherine Ogbonnah vs. Mikano International Limited (2023): The National Industrial Court of Nigeria ruled that terminating an employee without proper contractual notice or salary in lieu of notice amounted to a wrongful breach, awarding salary in lieu, general damages, and legal costs.

Claim for General Damages

On the claim for ₦1,000,000.00 as general damages, the Claimant testified that he suffered disappointment and hardship because he was unable to travel abroad for work and had lost the opportunity to use the money for other purposes.

The Court recognises that a failure to perform a contractual obligation may cause loss and inconvenience. However, damages must be assessed in accordance with the applicable principles of contract law and the evidence establishing the loss attributable to the breach.

The Court must distinguish between the loss of use of money, which is relevant to the monetary claim and any properly established claim for interest, and additional loss said to have resulted from the failure to obtain the visa.

British Airways vs. Makanjuola (1993) 8 NWLR (PT. 311) 276 AT 288.

Also in Badmus & Anor vs. Abegunde (1999) LPELR-705 (SC) Per Sylvester Umaru Onu, JSC (Pp 24 - 25 Paras E - A), the Supreme Court on general damages held that:

"On the other hand, the quantum of general damages need not be pleaded and proved; for it is the loss which flows naturally from the defendant's act and it is generally presumed by law. The manner, therefore, in which general damages is quantified is by relying on what would be the opinion and judgment of a reasonable person. See Odulaja vs. Haddad (1973) 11 S.C.357 at 360; Incar (Nig.) Ltd. vs. Benson Transport Ltd. (1975) 3 SC.117; Omonuwa vs. Wahabi (1976) 4 SC. 37; Lar vs. Stirling Astaldi Ltd. (1977) 11- 12 SC. 53 at 62 and Odumosu's case (supra).

The Defendant will also pay to the Claimant the sum of 500,000.00 being the cost of this action, see Exhibit C.

The law is settled that where there is a breach of contract, the available remedy is in damages, see Nwaolisah vs. Nwabufoh (2011) LPELR-2115 (SC) where the Court held thus:
“In the consideration of remedies for breach of contract, the options open to a party to a valid contract is an action for damages in breach of the contract. See also Ben-Nelson (Nig.) Ltd. vs. Moro Local Government, Kwara State (2006) 8 NWLR pt. 1037, pg. 623.” Per Adekeye, J.S.C (P. 39, paras. D).

It is trite that there are two remedies available for breach of contract of sale; one is an order of specific performance and the other, damages for breach of contract. The essence of damages in breach of contract cases is based on restitutio in integrum, that is, the amount of damages to be paid to the party wronged by the breach is the amount of damages necessary to put the party wronged and aggrieved in the position he would have been had there been no breach, – Per Helen Moronkeji Ogunwumiju, J.C.A.

It is on this note, I hereby Order that the defendant pays to the claimant the sum of N500,000.00 as general damages.

The defendant will also pay to the claimant the sum of N500,000.00 being the cost of this action, see Exhibit C.

Issue Four

Post-judgment interest and costs.

The claimant has sought interest at the rate of 10% per annum on the judgment sum.

Post-judgment interest is distinct from pre-judgment interest. It is governed by the applicable procedural rules, and the Court must ensure that the rule relied upon confers the relevant power on this Court.

As to costs, the award of costs is discretionary and must be exercised judicially and judiciously. The Court has considered the nature of the claim, the evidence presented, the result of the action and the expenses reasonably attributable to the proceedings.

I therefore award costs of in favour of the Claimant.

See: Ude vs. Efobi (2026) 15 NWLR (Pt. 2062) 95

This is a recent landmark judgment from the Supreme Court of Nigeria.

- Core Issue: The case centered on a land or property dispute in Enugu State.

- Legal Principle Established: The Supreme Court (with a notable concurring judgment by Justice Ogbuanya, JSC) reinforced the documentary evidence rule. The apex court ruled that when there is a conflict between oral testimonies and documentary evidence in a trial, weight must be heavily attached to the documentary evidence. In Nigerian law, documents serve as a hanger upon which oral evidence is tested, and oral evidence cannot be used to vary or contradict the clear contents of a valid document.

Conclusion and orders

For the reasons given above, judgment is entered in favour of the Claimant in the following terms, wherefore the Court orders as follows;

1. That the Defendant shall pay the Claimant the sum of ₦2,100,000.00 (Two Million, One Hundred Thousand Naira) only, being the outstanding balance of the money paid for the visa-processing services, subject to the findings made on the original payment and the refunds.

2. That The claim for ₦500,000.00 (Five Hundred Thousand Naira) only, as solicitor's fees is also granted, the defendants are to pay the claimant the said sum of N500,000.00 (Five Hundred Thousand Naira) only.

3. That the claim for general damages is also granted at N500,000.00 (Five Hundred Thousand Naira) and not N1,000,000.00 (One Million Naira) as claimed by the claimant, the defendants are to pay the claimant the said sum of N500,000.00 (Five Hundred Thousand Naira) for general damages.

4. That finally, the above ordered judgement sums are to be paid within one Month of this Judgment; 13th November, 2026, after which it will attract an interest of 10% per annum until final liquidation of all the Judgment sums herein granted.

5. That post-judgment interest of 10% per annum is hereby awarded in favour of the claimant.

This is the judgment of the Court.

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

RIVERS STATE JUDICIARY
SIGN:.....
DATE: 14/11/2026
SMALL CLAIMS COURT, RUMUODUMAYA