

**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/150/2024**

**MR FRANCIS IJEH**

**VS.**

**MR VINCENT ORJI**

**Judgement**

The Claimant instituted this action against the Defendant via form RSSC 3 of this court filed and dated the 31-05-24 claiming for the following:

- i. The sum of **₦830,000.00 (Eight Hundred and Thirty Thousand Naira)** only being and representing the principal loan sum and interest.
- ii. **₦200,000 (Two Hundred Thousand Naira)** as cost of litigation.

In proof of his case, the Claimant called a sole witness (CW 1) who on the 02-07-24 adopted his witness deposition on Oath filed on 26-06-24 wherein he relied on two Exhibits, "Exhibit A (the loan agreement) and Exhibit "B" Form RSSC 1 of this court. The Defendant was not in court to cross examine the Claimant. The Defendant never appeared in this case and was never represented by counsel despite being served the originating processes in this suit and a hearing notice. The Claimant's counsel applied and the Defendant was foreclosed from Cross examining the CW1 and Defending this suit, after which the Claimants Counsel waived his right to address the court either orally or in writing and prayed the court to enter Judgement as per his summons before the court.

The facts of this case as presented by CW1 are that, on the 1<sup>st</sup> day of August 2023 the Defendant approached him for a loan of **₦ 200,000.00 (Two Hundred Thousand Naira only )** to enable him finance his business, that the parties entered into a written agreement Exhibit "A" before this court on the terms that the Defendant shall pay an interest of **₦ 30,000.00 (Thirty Thousand Naira)** on the principal loan sum at the end of the month of September, 2023 and if the said sum is not paid up at the end of September, 2023 the loan will attract an increased interest rate of 20% per month, that is **₦ 40,000.00 (Forty Thousand Naira)** per month until full liquidation of the loan by the Defendant. That at the expiration of the said

due date for the loan, the Defendant refused to pay the Claimant the said principal sum and interest despite several demands by the Claimant for which the Claimant served on the Defendant Exhibit "B" the letter of demand of this court. That despite all of the above, the Defendant has refused or neglected to pay both the principal sum and interest till date, hence this suit,

At the close of his case the Claimant waived his right to address the court either orally or in writing, consequently the sole issue for determination in this case as raised by the court is "*Whether the Claimant has made out a case before this court for the court to grant the Claimants reliefs as prayed* "?

The law is trite that where the Claimant leads evidence in prove of his case and the Defendant adduces no evidence in rebuttal the Defendant is deemed to have admitted the claims of the Claimant and in deserving cases the Claimant shall be entitled to his claim(s). 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 Defendant entered into a written agreement with the Claimant for the principal loan sum and the now accrued interest and that a demand notice was served on the Defendant demanding the said principal sum and interest on the loan but the Defendant still refused to keep to the terms of the agreement.

I have carefully considered the unchallenged evidence adduced by the Claimant in support of his case and I find that the summons before this court was never amended at any point to include prayers 2 and 3 as contained in the Claimants written deposition on Oath and there is also nothing before this court to show neither was there any evidence led in proof of prayer 2 on the summons (Form RSSC 3) of this court.


On the principal claim of the claimant before this court, I have no difficulties in holding that the Claimant has proved his claim's before this court on a balance of probabilities to be entitled to the said claim.

Accordingly it is adjudged as follows:-

1. That the claimant is entitled to the sum of **₦830,000.00 (Eight Hundred and Thirty Thousand Naira)** only, being and representing the principal loan sum and interest.

2. Cost of **₦50,000,000 (Fifty Thousand Naira)** only is awarded in favour of the Claimant against the Defendant.

I make no further orders.



Signed:  
S. S. IBANICHUKA ,  
ESQ.  
08/07/2024.

