IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/272/2026

BETWEEN

MR. ADEBAYO AYOBAMI STEPHEN **CLAIMANT**

AND

MR. CHARLES C. NWEKE **DEFENDANT**

Parties are absent.

Appearances- D. U. Onwuka appears for the Claimant.

JUDGEMENT

The Claimant took out a Summons on 16/06/2026 and is claiming:

- The sum of N5,000,000.00 for a failed land transaction.

The Defendant was served the originating processes on 20/06/2026, sequel to which the defense counsel Dr. Dignity N. Nwicke entered a plea of not liable.

The Claimant opened its case on 08/07/2026, testified solely, tendered two documents and closed its case on 09/07/2026.

The Claimant filed its final written address on 28/07/2026, raising one issue.

The defense commenced on 17/07/2026, fielded a sole witness, and closed its case on 23/07/2026. The final written address of the Defendant was filed on 29/07/2026.

Parties adopted their final written addresses on 29/07/2026.

THE CLAIM

The Claimant, a businessman testified that the Defendant sold him a land for N6,000,000, which he claimed is his. The money for the land was paid on 05/05/2025. Few weeks later when the Claimant wanted to erect a fence and put a gate, the agent told him that some boys came in to pull down the fence saying the owner did not sell the land to anyone. The Defendant was contacted and he said he would get back to the Claimant. The Claimant demanded for a refund and the Defendant asked to be given some time to effect the refund.

The Claimant issued a letter of demand and the Defendant is yet to refund him.

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In its final written address, the Claimant's counsel D.U. Onwuka argued that the Defendant's unequivocal admission of the debt, settles the dispute between them. Counsel also contends that the Claimant has discharged the burden placed on it and is entitled to judgement.

THE DEFENSE

The parties executed a deed of conveyance and after a while, the Claimant informed him that someone came and removed the gate erected by the Claimant. The Defendant caused the arrest of his vendor who in turn undertook to relocate the man who took the Claimant's land. The land was given back to the Claimant who then insisted on a refund. The Defendant told the Claimant to give him time to sell the property and refund him. When the time agreed for refund elapsed and he did not refund, the Claimant caused him to be arrested and he undertook to make the refund.

Dr. Dignity N. Nwieke on behalf of the Defendant argued that the Defendant admitted its indebtedness and has paid N1,000,000.00. the Counsel urged the Court to allow the Defendant ample time to repay in installments.

THE COURT

The Court from the issues raised by the parties has distilled a lone issue for determination, thus:

- Whether the Claimant is entitled to judgement.

The grouse of the Claimant in the instant suit is that the transaction between parties failed and he should be refunded.

From a careful evaluation of the instant case, the Court finds that, parties are *ad idem* on the following:

a. The parties entered into a contract of sale of land in 2025;
b. The parties executed a deed of conveyance;
c. A while later, a man who claimed ownership, entered the land and took possession;
d. Till date, the Claimant is not in possession of the land; and
e. The Defendant agreed to refund the Claimant; and
f. The Defendant has paid N1,000,000 to the Claimant.

The law is trite, that what is admitted requires no further proof. See Section 123 of the Evidence Act, 2011; See **IRONBAR v. FEDERAL MORTGAGE FINANCE LTD (2024) LPELR-62186 (SC),** as the apex held thus:
"*The law is that facts admitted require no further proof.*" **Per KUDIRAT MOTONMORI OLATOKUNBO KEKERE-EKUN, JSC (Pp 21 - 21 Paras F - F)**
The Court re-echoed it in **ALADUM VS OGBU & ORS (2023) LPELR – 59995 (SC),** where my Lord, Saulawa JSC held:

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"...Indeed, the law is well settled, that facts admitted need no further evidential proof."

The Claimant is praying for a refund of the sum spent in purchase of the land.

In the *testatum* of exhibit C1 a-f, *it reads thus:*

A. ...

B. The vendor covenants with the purchaser that the piece of land conveyed shall be quietly enjoyed by the purchaser and his successors-in-title without interruption or disturbance from the vendor or person claiming through or in trust for him or from any person claiming title paramount;

C. The vendor covenants with the purchaser to indemnify the purchaser of the current price of land, improvements thereon or any other expenses incurred by the purchaser if there is defect in title;

The law as stated in **ABBA v. SHELL PETROLEUM DEVELOPMENT COMPANY OF NIGERIA LIMITED (2013) LPELR-20338 (SC)** is that,

...There is always the implied warranty that the Appellant would enjoy quiet possession of the goods and implied warranty that the goods shall be free from any charge or encumbrance from any third party not declared or known to the Respondent. See: AKERELE V. ATUNRASE (1969) 1 All NLR 20; ADELAJA v. FANOIKI (1990) 2 NWLR (Pt. 131) 157. Section 13(a) (b) and (e) of the Sale of Goods Law (supra) reinforces the Latin Maxim, "Nemo dat quod non habet", that is, one cannot give what he does not have." ***Per SULEIMAN GALADIMA, JSC (Pp 28 - 29 Paras G - B)***

The Claimant was denied quiet and peaceable enjoyment of the land.

Given the doctrine of sanctity of contract, parties are bound by their agreement as neither of them can rewrite the terms freely agreed on.

At all material times in course of trial, the Defendant admitted its indebtedness to the Claimant to the tune of N5, 000,000.

As has been noted in course of this judgement, admission presupposes that there in no dispute for which the Court should settle. All the Defendant asked for is time to pay off the debt.

The Court finds that the Claimant is entitled to judgement. I so hold.

Judgement is entered for the Claimant as the sole issue is resolved in its favour.

The Defendant is ordered to refund the Claimant the sum of N5,000,000.00 only, for the failed land transaction.

The Defendant has within thirty days to comply with this judgement.

SIGNED

ANUGBUM, OBIARERI NNENDA

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CHIEF MAGISTRATE I

SMALL CLAIMS COURT IV

17TH AUGUST, 2026

THE JUDICIARY
SIGN
DATE 23/9/2026
SMALL CLAIMS COURT, P.H

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