IN THE SMALL CLAIMS COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT PORT HARCOURT

CLAIM NO: PMC/SCC/367/2026

BETWEEN

CHINEDU OKEFIE

(Doing business under the name & style of Chijubem Massive Concept) **CLAIMANT**

AND

STEPHEN UDOKA KALU **DEFENDANT**

Parties are present.

Appearances- N. Omeodu appears for the Claimant.

JUDGEMENT

The Claimant in his FORM RSSC 2 filed the 26/06/2026 is praying the Court for the following:

1. The sum of N 4, 572,000.00 only, being the balance of the unpaid debt; and
2. The sum of N400,000 as costs.

As per the affidavit of service, the Defendant was served on 31st July 2026 and on the 03/08/2026, Defendant entered a plea of not liable and the matter was set down for hearing.

The Claimant testified on the 12/08/2026, tendered exhibits C1- contract agreement dated 5/7/20024; C2a-n- statement of account from FCMB of Okefie Chinedu O. covering 01/07-31/12/2012; C3 & C4- Statements of account from GTB; C5a-t – bundle of transaction receipts. The Claimant was cross-examined fully and closed its case on 13/08/2026.

The Defendant testified on 13/08/2026.

Parties relinquished their rights to file a final written address.

THE CLAIM

The Claimant vide its 16-paragraphed written deposition of 07/08/2026 testified that the Defendant called him for a building project in his home town in Ohafia, Abia State. Parties then signed an agreement and the contract sum was fixed at N200,000,000, (Two hundred million Naira), only while all the building materials would be provided by the Claimant. As part of the agreement, the building was to be completed within six months, while the Defendant will pay part of the contract sum as soon as the Claimant and his workers arrive the site. The Claimant and his workers arrived and commenced work but the Defendant failed to make the part payment. In preparation of the building project, the Claimant and hi workers cleared a

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total of 27 plots of land as shown to them by the Defendant. The Defendant requested for and got different sums of money, totaling N4,572,000 from the Claimant in the guise that he was trying to clear with his bank manager with a view to making the part payment to the Claimant, as agreed. While in Ohafia Abia State the site of the building project, the Claimant incurred expenses including feeding his workers for one month. When it was obvious that the Defendant was not ready to build but wanted to keep collecting money from the Claimant, the Claimant sent some money to his workers and asked them to return back to Port Harcourt. The Claimant has made several demands of the money owed him, to no avail. The Claimant prays the Court to grant his reliefs.

THE DEFENSE

The Defendant testified for himself and told this Court that he met the Claimant in Lagos in July 2024 and contracted him, his building project in his village. Parties agreed for N200,000,000 to be paid in two installments of N100,000,000. Parties executed a memorandum of understanding. The Claimant picked up the Defendant together with others and they set out for Ohafia, to commence work. The Claimant has not been paid the contract sum as agreed by parties. The Defendant owes the Claimant, the sum of N4,572,000 and needs time to pay up.

THE COURT

The Court has from the evidence placed before it, distilled one issue for determination, thus:

- Whether the Claimant is entitled to the judgement of this Court

The Claimant is the one who would fail should no evidence at all be called on the other side and as such, he has the burden of proof. This is as provided for in the Evidence Act 2011.

The Claimant's evidence is that the Defendant is indebted to him to the tune of N4, 572,000. This sum as led in evidence, was borrowed from the Claimant at different times.

Parties are *ad idem* on this fact.

In NDIC v. COWRIE BUSINESS SOLUTIONS LTD & ANOR (2025) LPELR-80372(SC) (Pp 24 - 24 Paras D - D), the apex Court held as follows: "...an outright admission of fact needs no further proof." **Per IBRAHIM MOHAMMED MUSA SAULAWA, JSC.**

"An admission is the best evidence before the Court. It is perverse, if in its judgment the Court neglects and refuses to act on or advert to an admitted fact on a material issue." - **SKYMIT MOTORS LTD v. UBA PLC (2020) LPELR-52457(SC) (Pp 28 - 29 Paras D - F).**

The Court further held in **O.A.N. OVERSEAS AGENCY (NIG) LTD v. BRONWEN ENERGY TRADING LTD & ORS (2022) LPELR-57306(SC) (Pp 51 - 51 Paras A - B)**

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that: "A fact admitted or deemed admitted by a party reduces the burden of proof cast on the other party, as admitted fact needs no further proof."

"It is trite and well settled law, that where a party admits a fact in issue such fact in issue does not require any proof any again. The Courts do not need proof of fact already admitted and further dispute if such facts should not be entertained since admission is the strongest and highest of the fact in issue."- **ALAHASSAN & ANOR v. ISHAKU & ORS (2016) LPELR-40083(SC) (Pp 73 - 73 Paras B - C).**

In the words of the Defendant, *"The business I expected was thwarted because of the volume of the money and I could not fund the Claimant. I have not paid the Claimant the sum of N4,572,000. If the Court can give me little time to pay up"*

This is an admission flowing from the vocal canals of the Defendant himself.

The job of the Court has been made simple. The Claimant is thus entitled to the first relief. I find and so hold.

The second relief sought for, is cost of N400,000, only.

This piece of evidence was also not challenged. It is deemed admitted, as cost follows events and the Claimant cannot be denied cost by this Court.

From the foregoing therefore, I find that the Claimant has discharged the burden placed on it in law by credible evidence. The lone issue is resolved in his favour.

Judgement is accordingly entered for the Claimant and it is adjudged that the Defendant pay to the Claimant:

1. The sum of N 4, 572,000.00 only, being the balance of the unpaid debt; and
2. The sum of N300,000 as costs.

These orders are to be complied with, not later than 21 days, including Saturdays and Sundays.

SIGNED

ANUGBUM, OBIARERI. N, ESQ.

CHIEF MAGISTRATE I

SMALL CLAIMS COURT IV

11th September, 2026

THE JUDICIARY
SIGN.
DATE 5/10/2026
SMALL CLAIMS COURT, PH

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