

IN THE MAGISTRATES' COURT OF RIVERS STATE OF NIGERIA

IN THE PORT HARCOURT MAGISTERIAL DISTRICT

HOLDEN AT SMALL CLAIMS COURT 1, PORT HARCOURT

BEFORE HIS WORSHIP COLLINS G. ALI, ESQ.,¹ TODAY WEDNESDAY, THE

6TH DAY OF DECEMBER, 2023.

SUIT NO.:PMC/SCC/200/2023.

BETWEEN:

PRINCESS AMADI

CLAIMANT

AND

ALLIANCE IN MOTION GLOBAL NIG. LTD.

DEFENDANT

Case called.

Parties absent.

JUDGMENT

The Claimant commenced this suit against the Defendant company after serving the mandatory demand letter and claims as per the claim attached to the summons dated and filed on the 17th October, 2023 as follows:

Amount Claimed	-	<u>₦9,700.00</u>
Damages	-	<u>₦1,000,000.00</u>
Cost of litigation	-	<u>₦1,500,000.00</u>
TOTAL	-	<u>₦2,509,700.00</u>

The Defendant company was served with the summons issued from this Honourable Court and Complaint form on the 20th day of October, 2023 but the Defendant failed to appear in Court on the 25th October, 2023 when plea of not liable was entered for the Defendant and the case adjourned for trial.

When this case came up for hearing on the 1st November, 2023 the Claimant appeared but the Defendant without reasonable cause failed to appear in Court and the case proceeded to trial in accordance with Article 8 (2) Small Claims Practice

¹ LL B, LL M, BL, A. IDRI, Chief Magistrate Grade 1, and the Presiding Magistrate, Small Claims Court 1, Port Harcourt, Rivers State.

Direction, 2023. Claimant testified in proof of her case as CW1 and tendered three (3) documents which were received in evidence as Exhibit A (Claimant Solicitor's Letter to the Defendant dated 22/12/2022), Exhibit A1 (Claimant Solicitor's Letter to the Defendant dated 27/06/2023) and Exhibit B (Claimant's Access Bank Statement for 09/01/2022 to 11/02/2022) respectively. The Defendant did not defend the claim as it was not represented in Court despite been served with summons. At the close of trial, the learned Claimant counsel waived the Claimant's right to address the Court and the case was adjourned for judgment.

After a careful review of this case, the Sole Issue for determination is thus:

Whether the Claimant has proved her case to be entitled to the reliefs sought?


The Claimant in this case is a distributor of the Defendant company's health care and supplement products in Port Harcourt. The testimony of the Claimant is that she purchased products worth ₦9,700.00 at the Defendant's office in Port Harcourt on the 2nd November, 2022 and used her Access Bank ATM card to pay for the products but was informed by the Sales Lady at the Defendant's outlet that the transaction declined despite been debited. The Claimant thereafter went to her bank to lodge complaint and equally did a transfer for the product value from the bank and returned to the Defendant company to pick up the products. The Claimant testified that she later confirmed from her bank that the Defendant company was credited with the declined transaction value of ₦9,700.00 which the Defendant's lawyer acknowledged in a letter to her lawyer but have since refused to refund her. The Claimant therefore wants the Court to order the Defendant to refund her the sum of ₦9,700.00 with the sum of ₦1,000,000.00 as compensation for emotional trauma and the sum of ₦1,500,000.00 as legal fees.

The evidence of the Claimant is unchallenged and therefore deemed admitted. The Claimant has shown by her evidence that the sum of ₦9,700.00 charged on her Access Bank Plc account on the 2nd November, 2022 was credited to the Defendant company and yet to be refunded despite repeated demands. However, the Claimant's

ancillary claims for damages and legal fees are very unreasonable in the circumstance of this case. Whilst I concede that the Claimant is entitled to damages, granting the amount claimed would be unreasonable and scandalous. The law is that the award of general damages is never an avenue for gold digging and thus must be a just and fair recompense for the injury, and must be neither too high as to be scandalous nor too low as to be ridiculous. See the cases of *Pearse v Jinadu & Anor* [2017] LPELR- (CA) and *Chevron Nigeria Limited v Titan Energy Limited* [2013] LPELR-21202 (CA) Per GEORGEWILL, J.C.A (P. 85, para. B).

The lone issue is resolved in favour of the Claimant. Judgment is hereby entered for the Claimants as follows:

1. The Defendant is ordered to pay the sum of **₦9,700.00** (Nine Thousand, Seven Hundred Naira) only as outstanding debt to the Claimant forthwith.
2. The Defendant is also ordered to pay the sum of **₦50,000.00** (Fifty Thousand Naira) only as cost of litigation to the Claimant forthwith.



C. G. Ali, Esq.
Chief Magistrate Grade 1
06/12/2023

LEGAL REPRESENTATION:

1. Claimant counsel absent.
2. Defendant not represented.

