

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/97/2025

NEW TOMORROW PECULIAR CONCEPT ----- CLAIMANT

AND

CHIKA IRENE AKANEZI ----- DEFENDANT

JUDGEMENT

The Claimant instituted this action against the Defendant via form RSSC 2 and 3 of this court filed on 17/03/2025 claiming for the following:

- i. The sum of **One Hundred and Sixty-Eight Thousand Naira (N168,000.00)** only being and representing balance of the principal sum and interest owed to the Claimant by the Defendant.
- ii. **One Hundred Thousand Naira (N100,000.00)** only representing cost of this litigation.

In proof of his case, the Claimant called a sole witness (CW 1) and relied on five Exhibits, Exhibit's A, B, B1, C and D respectively. The Defendant did not file Form RSSC 5 in defence of the claim of the claimant. The defendant was foreclosed from cross examining the CW1 and subsequently foreclosed from defending this suit for failure of the defendants counsel to file form RSSC 5 in defence of the suit or to file a witness deposition of the DW1, despite two adjournments at the instance of the Defendant for the same purpose of filing the Defence and the witness deposition in violation of **Article 7 of the Rivers State Small Claims Court Practice Direction 2024**.

The facts of this case are that, the Claimant is a registered credit financing company, that the defendant is a business Woman who approached the claimant on 19/07/23 for a loan of Four Hundred Thousand Naira (N400,000.00), a loan agreement was entered into and the claimant gave the defendant a loan of Four Hundred Thousand Naira (N400,000.00) at 4% interest rate per month, that the defendant was supposed to repay the sum of Four Hundred and Ninety Six Thousand Naira (N496,000.00) only in satisfaction of the loan but ended up paying Three Hundred and Twenty-Eight Thousand Naira (N328,000.00) leaving an outstanding balance of One Hundred and Sixty-Eight Thousand Naira (N

168,000.00), that the defendant has refused to pay the said balance of the principal sum and interest on the loan despite several demands by the Claimant hence this suit,

The sole issue for determination in this case is "**Whether the Claimant has placed enough materials before the court for the court to grant the claimants reliefs before this court?**"

The law is trite that where the claimant leads evidence in prove of his case and the Defendant adduces no evidence in rebuttal, in such circumstances the Defendant is deemed to have admitted the claims of the Claimant and in deserving cases the claimant will be entitled to his claim. 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 Exhibit's A, B, B1, C and D in proof of the fact that the Defendant entered the said loan agreement, was given the loan and is yet to completely pay up the balance of the principal sum of the loan and the interest.

I have carefully considered the evidence adduced by the claimant in support of its claims before this court without any defence entered in this case by the defendant,

I have no challenge in holding that the Claimant has proved his claim before this court on the standard required by law being on a preponderance of evidence.

Accordingly, it is adjudged as follows: -

I. That the claimant is entitled to the sum of **One Hundred and Sixty-Eight Thousand Naira (N=168,000.00)** only being and representing balance of the principal sum and interest of the loan sum owed to the Claimant by the Defendant.

II. **One Hundred Thousand Naira (N=100,000.00)** only representing cost of this litigation.

I make no further orders.

Dated this 30th day of April 2025

Signed:
S.S. IBANICHUKA, ESQ.
30/04/2025.

SAMUEL S. IBANICHUKA, ESQ.	
(SENIOR MAGISTRATE)	
SIGN: <i>[Signature]</i>	DATE: 30/4/25 -

