

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 COURT 6 PORT HARCOURT

PMC/SCC/17/2025

ABIGAIL OZIOMA MADUKAIFE

CLAIMANT

AND

GODSDAY DAVIS OWEIOMA
(Trading under the name and style
of DaveTech Hub)

DEFENDANT

JUDGEMENT

The Claimant instituted this action against the Defendant by filing forms RSSC 2 and RSSC 3 of this court on the 16-1-25 claiming for the following:

- i. The sum of **₦300,000.00 (Three Hundred Thousand Naira)** being the sum the Claimant paid to the Defendant for the purchase of a HP EliteBook Laptop and a Laptop bag.
- ii. **₦100,000.00 (One Hundred Thousand Naira)** being the claimants December 2024 salary loss.
- iii. interest at the rate of 60% Per annum on the whole judgement sum until the judgement is satisfied
- iv. **₦ 500,000.00 (Five Hundred Thousand Naira)** as general damages and
V **₦ 500,000.00 (Five Hundred Thousand Naira)** as solicitors fees

In proof of her case the Claimant testified as the sole witness CW1 and tendered **Exhibits A to G1**. The Defendant did not defend this suit and was never represented by counsel despite proof of service on the defendant of the originating processes in this suit and a hearing notice as well in the courts file. The Claimant closed her case and applied to the court that the defendant be foreclosed for continuously being absent in this case. The prayer was granted as prayed and the defendant was foreclosed from defending the suit.

The sole issue for determination as raised by this court in this judgment is

“Whether considering the facts and circumstances of this case, the Claimant is entitled to the reliefs sought?”

The summery of the facts of this case are that on 23-11-24 the claimant via a WhatsApp chat had an agreement with the defendant for the purchase of a laptop computer which the defendant offered to sell to the claimant for the sum of **₦290,000.00 (Two Hundred and Ninety Thousand Naira)**. that the claimant sent the defendant the sum of

₦300,000.00 (Three Hundred Thousand Naira) only via electronic money transfer, **₦290,000.00 (Two Hundred and Ninety Thousand Naira)** for the laptop and **₦10,000.00 (ten Thousand Naira)** for the laptop bag. That the claimant also exchanged her desktop computer with the defendant on a further understanding that the defendant will transfer the files of the claimant in the desktop to a flash drive. That since the defendant received the money from the claimant the defendant has failed to keep his part of the agreement despite several demands from the claimant to the defendant. Hence this suit.

The law is trite that where the claimant leads evidence in prove of his case and the Defendant adduces no evidence in rebuttal, the claimant is entitled to judgment on the merits of the case if he meets the standard of prove required by law. In a civil case such as this the standard of prove is on a preponderance of evidence. See: **Section 134 of the Evidence (Amendment) Act 2023.**

I have carefully considered the evidence adduced by the claimant in this case and all the prayers as sought by the claimant which are unchallenged by the Defendant. I have no difficulty in arriving at the conclusion that the claimant has proved her case on the standard required by law on prayers 1 for the sum of **₦300,000.00 (Three Hundred Thousand Naira)**, and prayer 6 for **₦ 500,000.00 (Five Hundred Thousand Naira)** as solicitors fees. this is indeed a deserving circumstance for the court to order as prayed by the claimant.

However, prayers 2,3 and 4 were not proved before this court. While this court does not have the jurisdiction grant prayer 5 because this court cannot award costs for pain suffered by the claimant.

Accordingly, it is adjudged that the claimant is entitled as follows:

- i. The sum of **₦300,000.00 (Three Hundred Thousand Naira)** being the sum the Claimant paid to the Defendant for the purchase of a HP EliteBook Laptop and Laptop bag.
- ii. **₦ 500,000.00 (Five Hundred Thousand Naira)** as solicitors fees.

I make no further orders.

Dated the 20th day of February 2025

Signed:

S. S. IBANICHUKA, ESQ.

20//02/2025.

