

**IN THE MAGISTRATE COURT OF RIVERS STATE OF NIGERIA**  
**IN THE PORT HARCOURT MAGISTERIAL DIVISION**  
**HOLDEN AT PORT HARCOURT**  
**BEFORE HIS WORSHIP NNEKA E. EZE-OBUZOR**  
**SITTING ON THE 25<sup>TH</sup> DAY OF MARCH 2025**  
**AT THE SMALL CLAIMS COURT 4 PORT HARCOURT**

**SUIT NO: PMC/SCC/350/2024**

**BETWEEN**

**SIR CHIAKA AHAMEFULE ----- CLAIMANT**

**AND**

**MR ANDREW AZUBUIKE ----- DEFENDANT**

**PARTIES:** Parties absent

**APPEARANCES:** S.Ugorji Esq for claimant

**JUDGEMENT**

By a summons dated 10/12/2024, the claimant's claim against the defendant are as follows:

1. N1, 225, 700.00 being debt owed the claimant by the defendant.
2. N400, 000.00 as cost

## **PLEA**

By the affidavit of service availed this court, the defendant was served the originating process in this suit by delivering via substituted means to wit: by pasting at the business place of the defendant at chipping site, Tap Sun, Iriebe, Port Harcourt. On the 10/10/2023, a plea of not liable was entered for and on behalf of the absent defendant and case was set down for hearing.

## **SUMMARY OF EVIDENCE**

The claimant in proof of his case called a lone witness, the claimant himself and tendered an Exhibit marked Exhibit A.

The defendant never appeared to defend this suit hence no evidence was entered for the defendant.

The relevant facts from the case of the claimant as presented by the claimant himself is that the defendant was his former tenant occupying a 2bedroom flat and has moved out of his property. That the defendant did not inform him when he was moving out and when he got the information from the other tenants and reached out to him, he requested for the defendant to come so they inspect the apartment jointly to check for damages but the defendant declined. Hat before the defendant left, he was in arrears of rent of 8 years. That the defendant gave him the go ahead to inspect the property and give him the cost of repairs which he did and gave him the cost of N1, 285, 700.00 via a letter by his attorney. Said letter was admitted as exhibit A. That the defendant pleaded for N1, 000,000.00 and he agreed to it but the defendant reneged on his agreement to make payment and only paid a total of N200, 000.00 in two instalments leaving a balance of N800, 000.00. CW1 concluded by urging the court to grant his claims. Case was adjourned for cross examination of CW1.

Upon the continued absence of the defendant, he was foreclosed from cross examining the CW1 and from defending this suit after service of hearing notice.

Upon foreclosure of the defendant, the claimant waived their right to address and case was adjourned for judgement now being read.

## RESOLVE

In determination of this suit, I will adopt a lone issue to wit:

***Whether the claimant has adduced evidence to be entitled to the relief sought?***

As already stated, the failure of the defendant to make an appearance means that the entire evidence adduced by the claimant is unchallenged. The law is trite that a Court is at liberty to accept and act on unchallenged and uncontroverted evidence. See the case of **OFORLETE V. STATE (2000) 12 NWLR (PT. 681)415**. The defendant was served the summons of court and hearing notice and still refused to show up meaning he had no defence. The court in the case of **ADELEKE V. IYANDA (2001) 13 NWLR PART 729 PAGE 1 AT 23-24 PARA H-A** held that where the claimant has adduced admissible evidence which is satisfactory in the context of the case, and none available from the defendant, the case will be decided upon a minimum of proof as this makes the burden lighter. From the case file, the claimant has complied with the provisions of **ARTICLE 1 (C) AND (D) OF THE RIVERS STATE SMALL CLAIMS COURT PRACTICE DIRECTION 2024** for the fact that this is a liquidated money demand not exceeding Five million (N5M), the defendant was served with a demand letter, there is a complaint form, there is an affidavit of service of the summons of court on the defendant.

On the claim of the claimant, by way of evidence, the claimant has told the court how the defendant pleaded to pay N1, 000,000.00 after his letter to him (Exhibit A). This testimony was not contradicted or controverted and the defendant also blatantly failed to give his side of the story. I believe that the claimant has done that which is required of him to get judgement and I so hold.

On the second claim for cost of N400, 000.00. Cost follows event and a successful party in a suit is entitled to cost for his out of pocket expenses in litigation. Cost however is at the discretion of the court. Accordingly cost of N200, 000.00 is awarded in favour of the claimant.

In conclusion, judgement is entered for the claimant as follows:

1. The defendant is ordered to pay the claimant the sum of N800, 000.00 for repairs made.
2. Cost of N200, 000.00 is awarded in favour of the claimant.