IN THE CHIEF MAGISTRATE COURT OF RIVERS STATE OF NIGERIA
IN THE RUMUODOMAYA MAGISTERIAL DISTRICT
HOLDEN AT RUMUODOMAYA

BEFORE HIS WORSHIP B.H. ABE (MRS) ESQ., SITTING AT THE CHIEF MAGISTRATE COURT 1 RUMUODOMAYA ON WEDNESDAY THE 19TH DAY OF AUGUST, 2026

RMC/SCC/01/2026

BETWEEN

ADEEKO AYOBAMI .E.	**-**	**CLAIMANT**
	VS.	
CHIEF KENNETH OBIECHEFU	**-**	**DEFENDANT**

Matter for Judgment

JUDGMENT

Facts

This matter commenced via the complaint form dated 6th January, 2026, RSSC 2, summons dated 6th January, 2026, RSSC 3, served on the defendant, affidavit of service before me dated 15th January, 2026.

The defendant filed a defence/counter claim dated 27th January, 2026.

The defence, O. E. Oziegbe, Esq. entered a plea of not liable for the defendant who was absent on the 18th February, 2026, C. E. Chieme, Esq. for the claimant. Court granted both parties leave of Court to settle out of Court, admitted amicably.

On the 5th March, 2026, the Court hitherto was informed by the claimant's counsel that settlement had broken down, C. E. Chime, Esq.

Hearing commenced on the 9th April, 2026, cw1 led in evidence by the claimant's counsel, C. E. Chieme Esq, defence in Court, defendant absent.

Cw1, Ayobami A., living at Road 3, House 51, Igwuruta, Ikwerre Local Government Area of Rivers State, a teacher, who informed the Court as follows; that she is a teacher, she knows the defendant.

The claimant informed the court that when she was having an issue with her land, fence and gate for over eight years, a man came to ask her for the indigenous owner of the land. The defendant's name was on the document as the previous owner.

That was how she met him. She went to the defendant and told him. He said he knows the persons involved and will hand over the document upon payment. The

defendant asked her for one million naira, and that he will include the documents between the defendant, Engineer Lawrence Izobu and Lucky Nyeche. She tried to bargain the price with him, but he refused, she paid the one million naira. She called him, and he assured her that he will produce the documents and sign any other document. The conversation between the two of them was recorded and admitted in evidence, attached is the certificate of compliance, Exhibit A.

The audio was played in court, the conversation between the parties played in court. The defendant asked the claimant in the course of the audio for one million naira. The flash drive is tendered in evidence as Exhibit B. She made payment to the defendant via a bank transfer.

The bank transfer was identified by her, admitted in evidence as Exhibits C1 and C2. The defendant refused to give her the documents. She called him for the documents. He said he did not have any document. She served him with a seven days demand notice. He didn't still give her the documents. She called for her case to be filed.

The evidence of legal fees payment to her lawyer was admitted in evidence as Exhibit D. She prayed the court to award the cost of one million naira to her for filing and for general damages; and also for one million naira to be repaid to her. The matter was thus adjourned.

She was cross-examined by the defence, in the course of cross examination, pertinent questions were asked, how many times did you have a physical meeting with the defendant before the one million naira was paid to him?

She answered three times.

where did you meet the defendant for the first time?

She said she met him when Chidi sold the land in November, 2025, when she met the defendant, the defendant told her that he sold the land to Lawrence, who came from Warri. Lucky Nyeche the native owner.

Land sold by d defendant to Lawrence, Lawrence sold to Chidi, Chidi sold to the claimant in November, 2025.

Que. - Was the defendant the seller of the land?

Ans. - No he was part of the negotiation and part of the settlement, he purchased the land over eight years ago

Que. - He told you that you would not step out of his house (defendant) unless he receives the money and she answered not true you asked how much is the drink money in the recorded conversation?

Ans. - No I didn’t, I asked him to help me. She confirmed that it took over two

weeks from the day, she recorded the conversation before she paid the money.

Que. - The defendant did not tell her that he was an indigene of Igwuruta?

Ans. - No he is the previous owner.

Que. - Did the defendant tell you he was an ancestral owner of the land?

Ans. - She said no the previous owner.

She denied that N1,000,000.00 the defendant asked for was not for drink money, but was for the defendant in conjunction with the owners of the land. The land belongs to the defendant, she confirmed that the natives of the land were there when she visited the land, she denied that the defendant paid N1,000,000.00 to the natives to purchase title to the land.

She also denied that the N1,000,000.00 she paid to the defendant was to mobilize the natives of the land to visit the land, she said no, that was not the purpose, the purpose of the N1,000,000.00 according to the claimant was for the production of the document between the defendant, Engr Lawrence Izobo and Lucky Nyeche.

She denied that the defendant told her he will not do anything if the land is the one he sold to Lawrence.

She said he only requested for the documents with her and confirmed he sold the land to Lawrence.

Que. - She was asked did you contact Lucky Nyeche?

Ans. - Said yes, I didn’t see Lucky when I went to look for him. The mother said that Chief bought the land and sold to Lucky.

Claimant’s counsel closed his case, the defence on the 6/5/26 opened his case.

The defendant Chief Kenneth Obiechefu, a business man informed the Court as follows;

The defendant informed the court as follows, that he knows the claimant. He met the claimant for the first time towards the end of 2025. The claimant came to him late last year and said that she bought land from somebody whom he sold the land to in the year 2012, and that some persons are disputing the ownership of the land. He told the claimant that if it's a land that he sold to somebody; he would defend the title anywhere, anytime.

The claimant pleaded with him to intervene, and he told her to go and meet the person that he sold the land to, that he does not have any business with her, that the person that he sold the land to in 2012 has sold to three or four other persons before

she, the claimant, bought the land, according to the document she presented. The claimant insisted that she wants him to intervene since he bought the land directly from the native owners.

The claimant kept on appealing to him physically and through a phone call, and offered to pay him N100,000.00 to intervene. He told the claimant that if she wants him to intervene, she must pay N1,000,000.00 before he would step out of his house.

The claimant offered N500,000, she refused. After a few days, she paid N1,000,000.00 into his account. The N1,000,000.00 was meant for his time, risk of going to the bush, for drinks, and to pay the native elders, with two accompanying him to the bush where the land was located. After she paid N1,000,000.00, he mobilized the natives with the money, and they held meetings, and later proceeded to the area where the claimant claimed she bought the piece of land from his successors in title, that is, the person who bought from him.

On getting to the area where the land was located, he discovered that the place where the claimant was developing is different from the piece of land, his own land, which he sold to a third party in 2012. He showed the claimant his piece of land in the presence of the natives, and in the presence of the persons who accompanied the claimant to the land.

Thereafter, the claimant started disturbing him that he should sign her land title document as her vendor, which he declined. He told the claimant that he will not involve himself in such fraudulent activity. After much pleading and pressure, he maintained his position to the effect that he will not sign the claimant's deed of conveyance because the area where the claimant was claiming was different from the parcel of land he sold to somebody in 2012.

Seeing that he was not ready to be part of the forgery of the deed of conveyance, the claimant filed this suit claiming N1,000,000.00 from him for the service that he has rendered to the claimant by stepping out of his house and visiting the land in company of the natives. He also paid the natives money and provided money for drinks from the one million Naira before they agreed to accompany him to the bush. He is not indebted to the claimant. The money has been used for the purpose of the payment. He told the claimant that he will not step out of his house unless she pays him the money.

The claimant paid the one million into his account without any form of compulsion or deceit. The land the claimant claimed she bought is different from the one that he sold in 2012. The N1,000,000.00 was not paid for him to produce documents evidencing his sales to Engineer Lawrence Izogu or any other person. He was not part of the claimant's land transaction, neither did he act as her agent.

He does not even know when she purchased the said land. There was no time he agreed or promised to give the claimant land documents because the claimant did not purchase any land from him. In all his discussions, both physical and by phone conversation with the claimant, there was no time he promised to give the claimant

the title document. The one million Naira paid to him was meant for the production of any title, was not meant for the production of title documents. The original native owners of the land are alive, and if the claimant wants title documents, she can meet them. The claimant instituted this suit because he refused to be part of her attempt to forge land title documents.

Cross examination of Dw1

The defendant said the claimant came to his office with three men saying that she bought them from somebody and the document has his name and he asked her for N1,000,000.00 to clear his name.

He was asked that are you aware of the Bank transfers narration? And he said that the purpose of the payment was written on the transfer and he also said I am not aware. He agreed he had several conversations with the claimant and he does not know the claimant recorded the conversations between two of them.

He said the claimant called him to sign the document; the deed of conveyance portraying him as the actual vendor, and he told her that the land was sold to somebody else. The document mentioned his name, he told her to call the man that sold the land and that she should not call him to sign, that he will not sign because he did not sell the land to her.

Evidence of Dw2

The Defendant called a second witness, Dw2.

Dw2 testified that she knew both the claimant and the defendant and that sometime in November, 2025, the claimant, accompanied by her husband, approached the Defendant and pleaded with him to assist her concerning persons disputing her ownership of the land.

Dw2 stated that the Defendant initially told the claimant to meet the person from whom she purchased the land and that he had no direct transaction with her.

According to Dw2, the claimant continued to plead with the Defendant and offered to pay ₦500,000.00 for him to intervene, but the defendant insisted on ₦1,000,000.00.

Dw2 further testified that she was present when the defendant and the persons connected with the land held a meeting and that food and drinks were provided.

Of considerable significance is the evidence of Dw2 that the Defendant promised to look for the documents, including the deed of conveyance which he had used in acquiring the land from the original owners.

Dw2 was cross examined on the 8th June, 2026.

She confirmed the defendant is her landlord and that she was not part of the parties private conversations, she is also not aware of their discussions, she is aware the claimant paid one million to d defendant.
She said the defendant promised to look for the deed of conveyance.

Both counsels adopted their final written addresses on the 24th June, 2026, wherefore the Court adjourned for judgment.

Issue for determination

The issue for determination is:

Whether, having regard to the totality of the evidence before the Court, the claimant has established on the balance of probabilities that the sum of ₦1,000,000.00 was paid to the defendant for the production/provision of the relevant land document and that the defendant's failure to provide the document entitles the claimant to a refund of the said sum?

COURT

Law on burden and standard of proof

The burden of proof in this civil action rests upon the Claimant.

The standard is proof on the balance of probabilities or preponderance of evidence.

The Supreme Court in Mogaji vs. Odofin (1978) 4 SC 91 stated that where both parties have adduced evidence, the Court should put the evidence of both sides on an imaginary scale, weigh the evidence and determine which side has produced the more credible and weightier evidence.

The same principle was reaffirmed by the Supreme Court in Onisaodu vs. Elewuju (2006) NGSC 50, where the Court reiterated that the legal and evidential burden in civil proceedings is discharged on the balance of probabilities.

It is therefore the duty of this Court to evaluate the evidence of the claimant and the defendant and determine which version is more probable.

Evaluation of the evidence

There is no dispute that the Defendant received the sum of ₦1,000,000.00 from the claimant.

This fact is admitted by the Defendant and is further established by Exhibit C1.

The fundamental dispute is therefore not whether the money was paid, but the purpose for which it was paid.

The claimant's case is that the money was paid for the production/provision of the defendant's land documents.

The Defendant's case is that the money was paid for his intervention, time, risk, movement, drinks and payments to native persons.

I have carefully considered the evidence on both sides.

Exhibit B

Exhibit B is particularly important.

The Court listened to the audio recording in open Court.

The recording demonstrates that the defendant represented to the claimant that he had the relevant document and that upon payment of the sum of ₦1,000,000.00 he would make the document available/photocopy or sign the document evidencing the transaction.

The conversation is contemporaneous evidence of the transaction between the parties.

It materially supports the claimant's evidence that the ₦1,000,000.00 was connected with the production/provision of the land documents.

Exhibit B – Audio Recording

Claimant, I dey do agent

You tell me say you go get the document for this thing I dey do.

I have my document from the person who sold to me.

I want you to assist me.

Very important

Chief said;

Pay me so I can get up to know who is worrying you, I will follow you; I will come there, I will call anyone in charge.

I will give you my price.

I will bring out my document and follow it to any level.

Claimant, you have the document with you right?

Defendant; Chief why?

Claimant; No money to continue, please help me the way you want to help me.

Chief, wetin you dey talk sef?

Claimant; What Court wants to see is my own document.

That my document is in order.

They are claiming they did not sell land to you.

They did not sell the land to chief as far as document is backing you.

VVIP

Defendant; Chief no problem, I will bring my own document for you.

Pay me so I can bring my own document.

I do not mind photocopying my own document and attaching it for you.

I will sign it for you.

Claimant, So far as the document is backing you up.

VVIP

Defendant; No problem.

I will sign for you that I sold to you.

Just pay me.

I will search for my documents.

Bring out my documents.

Follow it up to any level.

Claimant, Chief just look for your documents.

Ok

VVIP

Defendant; Chief, I have sent you account number and price.

Claimant, you put N1,000,000.00 here.

Defendant is the same thing.
Defendant; land there na N1,000,000.00?

Claimant, I am very rich, God is my witness, thank you sir.

Chief, ok.

The audio ends here

Court Chief from the conversation admitted having the document, the claimant was asking for, insisted she pays the N1,000,000.00 before he will give her the document.

When he said land there na N1,000,000.00?

He was saying that the N1,000,000.00 is not for the land.

Exhibit B, conclusive evidence that d claimant paid N1,000,000.00 to him for the document to verify her ownership of the land.

See also the transfer receipt, Exhibit C.

The audio evidence that is Exhibit B between both parties shows that the defendant stated that he has the document and once the N1,000,000.00 is paid to him, he will sign the document to show he sold the land to the Claimant.

From Exhibit B, the audio recording, the claimant had said the defendant said; that he should pay me. When you pay me, I can photocopy the documents. And the claimant said, okay, Chief, just look for the document and tell me because I already explained everything to you. And the claimant asked him how much. And the defendant said, what did I tell you to give me? What did I say? I sent it to you. I already sent it to you. You put N1,000,000.00 here. Now it's the same thing.

That is the conversation between the claimant and the defendant for the production of the defendant's document, where it was clearly stated that the said payment for, of N1,000,000.00, is solely for the production of the defendant's documents between Engineer Lawrence Izogu and Mr. Lucky Yeche.

In Exhibit C1, the payment there is N1,000,000.00 for land documents between Chief Kenneth Lawrence to United Bank for Africa, Obiechefu Kenneth. That is, Exhibit C1, this shows the payment transfer to the defendant, wherein it was written there that the N1,000,000.00 was transferred for the land documents between Chief Kenneth Lawrence and Obiechefu Kenneth to the UBA account, which is prima facie purpose of the said payment for land documents and not to intervene in the land ownership dispute between her and the person he sold land to, which was acknowledged by the defendant.

In the course of cross-examination, the defendant said that the claimant asked him to photocopy the document and give it to her, and he said no, that he must see the land first before giving her the document. He summoned his landlord, he brought the document, and went into the bush with the claimant and her husband. He opened the document, and when they got to the land, that was not the land.

So the demand of the claimant was clear that she needs the document. He said yes, but he told her he will summon the meeting, and she agreed.

Exhibit C1

Exhibit C1 further supports the claimant's version.

The bank transfer shows that the claimant transferred ₦1,000,000.00 to the defendant and the narration identifies the purpose of the transfer as being for land documents relating to the transaction between the parties identified therein.

The significance of this evidence is that it was generated at the time of payment.

It is therefore not merely a subsequent assertion by the claimant concerning the purpose of the money. The transaction itself contains a description of its purpose.

The defendant's own evidence Dw1

The defendant's evidence under cross-examination is also material.

He admitted that the claimant wanted him to photocopy the document and give it to her. His response was that he first wanted to see the land.

He further admitted that he summoned the relevant persons, obtained the document and proceeded to the land with the claimant and her husband.

This evidence is inconsistent with the defendant's assertion that the transaction had nothing to do with the production or provision of documents.

Indeed, it establishes that the defendant possessed a document relevant to the transaction and that the document was sufficiently important for him to take it to the land for comparison with the parcel being claimed by the claimant.

Evidence of Dw2

The evidence of Dw2 is equally significant.

Although Dw2 was called to support the defendant's case, her evidence contains an important admission favourable to the claimant.

Dw2 testified that the defendant promised to look for the document/deed of conveyance which he used in acquiring the land from the original owners.

This evidence corroborates, rather than contradicts, the claimant's assertion that the defendant had undertaken to produce the relevant land document.

It also weakens the defendant's assertion that the ₦1,000,000.00 was exclusively consideration for his time, movement, drinks and payments to the natives.

Dw2 during cross examination

Confirmed the defendant is her landlord and that she was not part of the parties private conversations, she was not aware of their discussions, she is aware d claimant paid N1,000,000.00 to the defendant.

She said the defendant promised to look for the deed of conveyance, which he used to purchase the land from the original owners, thereby corroborating the evidence of the claimant who paid him 1m to get the land documents.

I have carefully weighed the competing versions.

The defendant's explanation is that the money was paid for intervention in the land dispute.

However, that explanation is contradicted by the objective evidence contained in Exhibit B and Exhibit C1 and is further weakened by the evidence of Dw2 and the Defendant's own admissions under cross-examination.

The Court is particularly persuaded by the fact that:

- The defendant admitted receiving ₦1,000,000.00;
- Exhibit B records the defendant's reference to the document and the ₦1,000,000.00 payment;
- Exhibit C1 identifies the purpose of the payment as relating to land documents;
- The defendant admitted possessing the relevant document;
- The defendant took the document to the land;
- the claimant demanded the document from him; and
- Dw2 herself testified that the defendant promised to look for the deed of conveyance.

When these pieces of evidence are placed together, the claimant's version is considerably more probable than the defendant.

The defendant's evidence that he spent some of the money on native persons, food, drinks or other expenses does not alter the principal purpose of the payment established by the evidence.

Even if some of the money was expended in connection with the meeting or visit to the land, that does not establish that the defendant was entitled to retain the entire ₦1,000,000.00 after failing to fulfil the obligation for which the payment was made.

Would make Dw2's evidence a significant part of the evaluation, because she appears to have inadvertently corroborated the claimant on the crucial issue.

Her evidence that the defendant:

Promised that he would look for the deed of conveyance he used to purchase the land from the original owners is difficult to reconcile with the defendant's assertion that the ₦1,000,000.00 had nothing to do with documents.

There is also an important distinction in the defendant's case:

He may have been entitled to refuse to sign the claimant's deed as her vendor if, as he says, the land she was developing was not the land he sold in 2012. But that is a separate question from whether he was entitled to retain ₦1,000,000.00 paid for the production/provision of his documents.

Findings

I accordingly make the following findings:

1. The defendant demanded the sum of ₦1,000,000.00 from the claimant.
2. The claimant paid the sum of ₦1,000,000.00 into the defendant's account.
3. The payment was made in connection with the production/provision of the defendant's land documents.
4. The defendant represented that he had the relevant document.
5. The defendant subsequently obtained and took the document to the land.
6. The claimant requested the document from the defendant.
7. The defendant failed and/or refused to provide the document to the claimant.
8. The defendant's assertion that the ₦1,000,000.00 was solely for his intervention, personal expenses and payments to native persons is not supported by the totality of the evidence.
9. The evidence of Dw2, although called by the Defendant, materially supports the claimant's evidence that the Defendant undertook to look for and provide the relevant land documents.
10. The claimant has therefore established her case on the balance of probabilities.

Whether the claimant is entitled to refund?

Having found that the ₦1,000,000.00 was paid for the relevant land documents and that the defendant failed and/or refused to provide the documents, I find that there has been a failure of the consideration for which the money was paid.

The defendant cannot retain the entire sum while at the same time refusing to perform the material obligation for which the payment was made.

The claimant is therefore entitled to recover the sum of ₦1,000,000.00.

General damages

The Claimant also seeks general damages.

The Court recognises that damages for breach of contract are compensatory. The purpose is to compensate the injured party for loss naturally flowing from the breach and not to punish the defaulting party.

I have considered the circumstances of this case, including the fact that the claimant paid a substantial sum of ₦1,000,000.00, made repeated demands for performance, served a seven-day demand notice and was compelled to institute this action when the defendant failed to resolve the matter.

I therefore award the claimant the sum of N500,000.00 as general damages.

Costs

The Claimant tendered Exhibit D in support of her legal expenses. See the legal fee receipt of N200,000.00 as cost of this suit.

The Court has considered the Exhibit.

However, the law distinguishes between damages and costs. The fact that a successful party paid professional fees does not automatically make the entire solicitor's fee recoverable as damages.

The Supreme Court in Nwanji v. Coastal Services (Nigeria) Ltd. (2004) NGSC 5 treated claims for professional/legal fees with considerable caution and held that such fees do not ordinarily constitute a recoverable head of damages merely because they were incurred in litigation.

Costs of an action, however, are within the discretion of the Court.

Having regard to the circumstances of this case, I award the claimant ₦200k as costs.

Final Order

In consequence of the foregoing findings, judgment is hereby entered in favour of the claimant against the defendant as follows:

1. That the defendant shall pay to the claimant the sum of ₦1,000,000.00 (One Million Naira) only being the money paid by the claimant to the Defendant for the production/provision of the relevant land documents which the Defendant failed and refused to provide.
2. That the defendant shall pay to the claimant the sum of ₦500,000.00 (Five Hundred Thousand Naira) only as general damages.

3. That the defendant shall pay to the claimant the sum of ₦200,000.00 (Two Hundred Thousand Naira) only as cost of this action.

4. That the counter claim of ₦200,000.00 (Two Hundred Thousand Naira) only as cost of this suit by the defendant be and is hereby dismissed.

5. That the said judgment sums should be paid forthwith.

The claims are accordingly determined in favour of the claimant.

Counter claim dismissed, filed by the defendant.

Judgment is entered accordingly.

This shall be the judgment of the Court.

MRS. BARIYAAH .H. ABE
Chief Magistrate
19th August, 2026.

RIVERS STATE JUDICIARY
SIGN:.....
DATE: 13/10/2025
SMALL CLAIMS COURT REGISTRY, RUMUODOMAYA