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 FRIDAY THE 21ST DAY OF AUGUST, 2026

RMC/SCC/21/2026

BETWEEN

TARAWOU IDOUBIRA PADEI - CLAIMANT

VS.

SMART SAMUEL OLUBUNMI - DEFENDANT

Matter for Judgment

E.S. Amadi Esq. for the claimant, no representation for the defence.

JUDGMENT

The claimant claims as follows:

1. An Order that this Honourable Court orders the Defendant to pay the Claimant the sum of ₦295,000 (Two Hundred and Ninety-Five Thousand Naira), being the balance of the debt owed.

2. An Order of this Honourable Court that the Defendants pay the Claimant the sum of ₦150,000 (One Hundred and Fifty Thousand Naira), being the cost of litigation.

3. ₦500,000,000 for general damages.

4. 10% annual interest on the judgment sum.

Facts

This matter commenced on the 1st June, 2026 via an ordinary summons served on the defendant by substituted service with the leave of Court, affidavit of service before the Court dated 30th June, 2026, signed by the Court bailiff, Eli Chizunem Victor, application for substituted service by the claimant's counsel, Lord Ikonwa, Esq., who appeared with E. S. Amadi, Esq.

Cw1, the claimant gave evidence on oath informing the Court as follows; hearing on the 14th July, 2026.

That he knows the defendant, the defendant used to buy maggi, milo and spaghetti from him on credit most times and pay him later. In February, 2025, the defendant took goods worth N595,000.00, to pay back after selling them. He paid only N300,000.00 back after several demands from the defendant. He is indebted to the claimant to the sum of N295,000.00, this is affecting his business, several appeals to pay him to no avail. He paid his lawyer N150,000.00 to file this suit against the defendant, he has suffered both financial, physical and psychological injury due to the defendant's action, thus prays the Court for the following;

1. An Order that this Honourable Court order the Defendant to pay the Claimant the sum of ₦295,000 (Two Hundred and Ninety-Five Thousand Naira), being the balance of the debt owed.

2. An Order of this Honourable Court that the Defendants pay the Claimant the sum of ₦150,000 (One Hundred and Fifty Thousand Naira), being the cost of litigation.

3. ₦500,000,000 for general damages.

4. 10% annual interest on the judgment sum.

Exhibit A – The payment receipt of N300,000.00.

Exhibit B – WhatsApp chat between both parties, the claimant demanding from him the balance of his money, N295,000.00, the defendant promising to pay him small-small (admission of the debt), promising to pay at month end.

The claimant informed him he will go to Court after seven (7) days if he does not hear from him to recover his money.

Exhibit C – The demand letter dated 18th May, 2026, demanding the payment of N295,000.00 from the defendant.

Exhibit D – Legal fee receipt of payment of N150,000.00 to the claimant's counsel, Agochi Amadi, Esq.

Cw1 was foreclosed from cross-examination by the defendant due to his absence. Hearing notice issued on the defendant.

Defence foreclosed from defending this suit due to his absence in Court. Matter adjourned for judgment.

Issue for determination

Whether the claimant is entitled to all his claims?

COURT

Articles 6 and 8 of the Small Claims Court Practice Direction, 2023 empowers the Court to enter judgment for the claimant against the defendant due to non-appearance of the defendant, see, Okeobar vs. Police Council (2003) 12 NWLR (pt. 8340) 444.

Exhibits A - D tendered in proof of the claimant's claim.

Exhibit B - The WhatsApp chat wherein the defendant promised to pay.

Recovery of the outstanding ₦50,000.00.

The strongest starting point is the law of sale of goods and the contractual obligation to pay the agreed price.

In B.E.O.O. Industries (Nig.) Ltd vs. Maduakoh & Anor. (1975),12 SC 91, the Supreme Court considered an action by a seller against a buyer in relation to the price of goods. The Court recognised that, where the circumstances permit an action for the price, the seller's remedy is to recover the price due under the contract rather than treating the entire claim as damages.

A useful Supreme Court authority by analogy is S. A. Uredi vs. Jacob O. Dada (1988) 1 NWLR (Pt. 69) 237; (1988) All NLR 214, where the Supreme Court considered a claim involving money paid pursuant to an agreement and a balance which remained unpaid.

In Agu vs. General Oil Ltd. (2015) 17 NWLR (Pt. 1488) 327, the Supreme Court explained that in contractual claims, damages are intended to compensate for the pecuniary loss arising naturally from the breach or loss reasonably contemplated by the parties. The Court set aside a substantial award of general damages where it was not supported by the appropriate measure of contractual damages.

The principle has been repeatedly applied by Nigerian courts: damages for breach of contract are not intended to punish the defendant or provide the claimant with a windfall.

Also very useful is:

A.G. Leventis Nig. Ltd vs. Akpu (2002) 1 NWLR (Pt. 747) 182.

The principle is that the terminology of "general" and "special" damages is not particularly helpful in contractual claims; what is recoverable is the loss that naturally resulted from the breach or was within the contemplation of the parties.

This was expressly recognised in subsequent Nigerian decisions applying Agu vs. General Oil.

I would strongly recommend XTOUDOS Services Nigeria Ltd vs. Taisei (W.A.) Ltd (2006) 6 NWLR (Pt. 1089) 305 (SC).

The case involved a contract for the sale of goods where the purchasers had paid part of the purchase price and subsequently complained about the failure to deliver some of the goods. The trial court awarded ₦1,000,000.00 as special and general damages, but the Court of Appeal set the award aside, and the Supreme Court upheld the decision.

The Supreme Court emphasised that contractual damages must be founded on the actual loss arising from the breach and cannot simply be an arbitrary figure.

That is highly relevant to the ₦500,000.00 general damages claim.

Cost of this suit at ₦150,000.00.

The claimant is entitled to ask for costs, but the court is not bound to award the ₦150,000.00 claimed as cost of this suit, see Exhibit D, the legal fee receipt for 150,000.00.

The Supreme Court in:

NNPC vs. Clifco Nigeria Ltd (2011) LPELR-2022(SC) reaffirmed that costs follow the event, but the award of costs remains within the discretion of the court, which the Court must exercise that discretion judicially and judiciously.

The principle was also reaffirmed in Ogbechie vs. Onochie (1986) 2 NWLR (Pt. 23) 484 (SC).

And in A.K.Y. Balogun & Ors vs. Ode & Ors (2007) 4 NWLR (Pt. 1023) 1 (SC), the Supreme Court reiterated the principle that costs follow the event.

Therefore:

If the claimant succeeds on the ₦295,000.00 debt, the Court can award costs.

But ₦500,000.00 should not be awarded automatically. This court will consider:

- the nature of the case;
- the amount involved;
- the work reasonably done in prosecuting the matter;
- the duration of the proceedings;
- the conduct of the parties; and
- the circumstances of the case.

In a straightforward debt claim, I would regard ₦500,000.00 costs as potentially justifiable.

The 10% interest

This requires a distinction between pre-judgment interest and post-judgment interest.

Pre-judgment interest

If the claimant is asking for interest from the date the debt became due until judgment, that must ordinarily be properly pleaded and proved or grounded in an applicable contractual/statutory entitlement.

Post-judgment interest

Once judgment is entered, the court may award interest on the judgment debt where the applicable rules of court permit it.

The Supreme Court decision in Himma Merchants Ltd vs. Alhaji Inuwa Aliyu (1994) 5 NWLR (Pt. 347) 667 is useful. The Supreme Court upheld an award of 10% per annum on the judgment debt, pursuant to the applicable Rules of Court.

More recently, the Supreme Court in GTB Plc vs. Obosi Micro Finance Bank Ltd (2022) 4 NWLR (Pt. 1821) 455 distinguished pre-judgment interest from interest on a judgment debt. Nigerian courts have applied that distinction in subsequent decisions.

The evidence before the court establishes that:

The defendant purchased goods for ₦595,000.00, paid ₦300,000.00 see Exhibits A B and C, and acknowledged/was proved to owe the outstanding ₦295,000.0, see Exhibit B, where the defendant in the watsapp chat between both parties promised to be paying small small to the claimant.

The defendant never appeared to defend this suit against him despite the summons and the hearing notice served on him which is an admittance of his indebtedness to the defendant. See Nigerian Maritime Services ltd vs. Afolayan (1978) 2 SC 79

The ₦500,000 general damages will be awarded to the claimant, upon the pecuniary loss arising naturally from the breach.

₦150,000.00 costs, costs follows events, this will be awarded also.

10% post-judgment interest – will be awarded also from the date of judgment until liquidation of the judgement debt by the defendant.

The claimant has established by credible evidence that the defendant purchased goods valued at ₦595,000.00 and paid only ₦300,000.00, leaving an outstanding balance of ₦295,000.00. The defendant's failure to pay the balance constitutes a breach of the contractual obligation to pay the agreed purchase price.

With respect to the claim for ₦500,000.00 (Five Hundred Thousand Naira) only, as general damages, I find that the claimant has established the pecuniary loss naturally flowing from the defendant's failure to pay the outstanding balance beyond the debt itself.

On costs, the claimant, having substantially succeeded in establishing the debt, is entitled to reasonable costs, the award of costs being discretionary and required to be exercised judicially and judiciously. If the defendant had paid the debt owed, the claimant would not have sued him and incurred legal expenses.

See NNPC vs. Clifco Nigeria Ltd (2011) LPELR-2022(SC) and Ogbechie vs. Onochie (1986) 2 NWLR (Pt. 23) 484.

For the judgment sum attracting 10% interest per annum, see Himma Merchants Ltd vs. Alhaji Inuwa Aliyu (1994) 5 NWLR (Pt. 347) 667.

WHEREFORE, judgement is entered in favour of the claimant as follows;

1. That I therefore find the claimant entitled to recover the outstanding sum of ₦295,000.00, (Two Hundred and Ninety-Five Thousand Naira) only, from the defendant who owes same to the claimant.

2. That the claim for ₦500,000.00 (Five Hundred Thousand Naira) only, general damages is accordingly granted.

3. That the defendant shall pay the claimant ₦150,000.00 (One Hundred and Fifty Thousand Naira) only, being the cost of this suit.

4. That the judgment sum shall attract interest at the rate of 10% per annum to be paid by the defendant to the claimant, from the date of judgment until final liquidation of the judgement debt by the defendant.

Judgment is entered accordingly.

MRS. BARIYAAH .H. ABE ESQ
Chief Magistrate
21st August, 2026.

RIVERS STATE JUDICIARY
SIGN:.....
DATE: 21/8/2026
SMALL CLAIMS COURT REGISTRY, RUMUODOMAYA.