



## **PLATEAU STATE JUDICIARY**

**COPIES OF JUDGEMENT DELIVERED BY THE PLATEAU  
STATE SMALL CLAIMS COURT**

IN THE SENIOR DISTRICT COURT OF PLATEAU STATE OF NIGERIA

HOLDEN AT WEST OF MINES, JOS

THIS 7<sup>TH</sup> DAY OF DECEMBER, 2023

SUIT NO: SCA/WMJ/01/2023

**BETWEEN**

**PHILEMON DOLE - - - - - CLAIMANT**

**AND**

**CHRISTIANA DINGWET - - - - - DEFENDANT**

Coram: Hon. Zakka Dung

Claim: The sum of ₦3,301,200.00

Clerk: Ruth Nyam

Appearance: J.B. Gonzuk for the Claimant who is present.  
Augustine Dinget representing the Defendant

**JUDGMENT**

The claim of the Claimant against the Defendant are as follows:

- i. Three Million Naira (₦3,000,000.00) as debt.
- ii. The sum of One Thousand, two Hundred Naira (₦1,200.00) as court fees.
- iii. The sum of Three Hundred Thousand Naira (₦300,000.00) as cost.
- iv. Totalling Three Million, Three Hundred and One Thousand, Two Hundred Naira (₦3,301,200.00)

The evidence of the claimant against the defendant is as follows:

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Date. 15/12/2023

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PW1 - Philemon Dole - affirm to say the truth on oath. I am a retired personnel of the Nigerian Immigration service. I live at No 22 E close Federal Low cost Miango road Jos. Yes I know why I am in court to help me recover my money from Mrs Christiana Dinget, that is the defendant.

Yes I recalled making a claim on the 21<sup>st</sup> day of September, 2021. I will identify it by my signature and my name on it. Yes It is my intention that that claim is adopted as my claim before this court. The defendant met me in my house on the 28/5/2021 and requested that I give her a loan of Three Million Naira (₦3,000,000.00). The defendant asked for the three million at once, that she want to use the money as an agent in ECO bank. I told her that I was not in position to raise the three million naira, but I can give her half of the three million that is N1,5 million with an interest per month of a hundred and five thousand (₦105,000.00). Before the end of June 2021, the defendant paid in ₦105,000.00 into my account as interest and at that time I have just been paid my pension, so I had money so I gave the defendant additional N1.5 million in March, that made it a total of (₦3,000,000.00). By the end of July, 2021, the defendant paid into my account an interest of ₦200,000.00, put together the interest and the second one, by the end of August I was expecting payment of ₦210,000.00 but the defendant failed to pay me the agreed sum, but paid in piecemeal the sum of ₦60,000.00, ₦50,000.00, ₦20,000.00 and ₦20,000.00. She sent the money through a POS. By the end of September, the defendant was unable to pay anything and so many times I approached her she

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will make a promise that I should expect payment by end of week or the next week and that never happened.

Around the month of December, 2021, the defendant paid in the sum of ₦100,000.00. I demanded from her that I may not be able to continue the issue of the interest again with her, I needed the principal amount returned to me, so by the time we entered the year 2022 in February, we signed another agreement, that the defendant will make refund of the principal sum at the end of April, 2021. At the end of April, 2022 the defendant failed to keep to that, so I approached a lawyer one Bar. Nanfa to intervene in the matter. He called the two of us and the defendant promised to make the refund by August, 2022. We signed an agreement that time again and the defendant failed to fulfil her promise, but started making promises, again to pay the money till we entered the year 2023. I have exhausted my patience and that is why I decided to approach this court to help me recover my money from the defendant.

- Yes if I see all the documents I made mention of I will be able to identify them, yes these are the documents with my names and my signatures together with that of the defendant. The documents were tendered in evidence by the claimant counsel.

Court: The terms of settlement between the claimant and the defendant dated the 5/7/2022; the agreement made between the claimant and the defendant dated the 9/2/2022, and the letter of demand for the immediate refund of three million naira (₦3,000,000.00) dated the 3/6/2022 are hereby admitted in

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evidence and equally hereby marked as exhibit "A", "B" and "C" respectively.

With the above evidence PW1, the claimant counsel closed its case against the defendant. The court then adjourned the case to enable the defendant cross examine the PW1. When the matter came up on the 23/11/2023, the defendant was absent, but represented by her husband. And so, the claimant counsel applied that the defence of the defendant be foreclose. This court obliged the defendant another adjournment and the matter was further adjourned till the 30/11/2023 to enable the defendant cross examine the claimant witness, but neither the defendant were in court, as such the defendant applied that from all indication the defendant does not have any defence and so her defence foreclose and a date be given for judgment, which the court obliged the claimant counsel and so the matter was then adjourned till the 7/12/2023 for judgment.

Having perused through the evidence of the claimant supra, I hereby formulate one lone issue for the determination of this claim thus;

"Whether the claimant from the preponderance of evidence adduced proved his case against the defendant to warrant this court to enter judgment in his favour?"

Section 132 of the Evidence Act 2011 stated thus:

"The burden of proof lies in a suit or proceeding on that person who would fail if no evidence at all were given on either side"



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Also the Supreme Court in the case of **F.U.T Minna V. Olutayo (2018) 7, NWLR, Pt 1617, 176, Pp. 185 @ 195, Par A - B, 195 - 196, H - A** that:

“By the provisions of section 131(a) and S..132 of the Evidence Act whoever desire any court to give him judgment as to any right or obligations dependent on the existence of facts which he averts must prove that those facts exist. The burden of proof in a suit or proceedings rest on that party who will fail if no evidence at all were given on either side. In the instant case the burden of proving their defence or objection founded on sections 2(a) of the public offence protection Act was on the Appellants to challenge. They failed to discharge this evidential burden and thereby failed to provide the date the cause of action accrued to the respondent, which was fatal to their case”

Section 12(a) of the District Court Law practice direction on small claim, 2022 states thus;

- (i) At the first appearance of the parties before the court, the judge shall promote encourage and facilitate amicably settlement of the dispute among the parties by mediating and providing settlement options to parties as deemed fit. The process of mediating and facilitating amicable settlement of the dispute among the parties shall not exceed seven (7) days”

Furthermore section 9)1) of the District Courts Law practice directives on small claim 2022, state thus;

“Upon service of summons the defendant shall file a defence or admission or counter claim within seven (7) days by completing FORM SCA5 as appropriate”.



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9(i) States thus:

“Where a defendant fails to file an answer to the claim, such defendant may be deemed to have admitted the claim”.

In the instant case, it is the claim of claimant that the defendant is owing him the total sum of Three Million Three Hundred and One Thousand, two hundred Naira (₦3,301,200.00) being money he loaned to the defendant on the 28/8/2021 and 20/6/2021 to be paid back in twelve months on the interest of rate of One hundred and five thousand naira (₦105,000.00) monthly. The claimant was able to thorough PW1 who is the claimant establish through Exhibit A, B and C respectively that the defendant owed him ₦3,000,000.00. As such I hereby answer the issue raised for determination in the affirmative that the claimant from the preponderance of evidence adduced proved his case against the defendant to warrant this court to enter judgment in his favour.

Secondly, in keeping with the provisions of the District Court law practice direction on small claims, 2022, most especially section 12(1) cited supra, granted two adjournments all in other to enable parties settle this matter amicably but parties were not able to settle the matter and so the court proceed to hear the case.

Thirdly, this court also observed that despite being served with summons on the defendant, which is FORM SCA3, the defendant did not file a FORM SCA5 to either defend, admit or counter claim this suit as such her failure to file any defence to the claim is deemed admitted as captured in section 9 (1) and (3) of the District Court Law Practice Direction, 2022.

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On the whole, therefore, I hereby entered judgment in favour of the claimant as follows:

- i. The defendant is hereby ordered to pay the claimant the sum of Three Million Naira (₦3,000,000.00) being the principal amount of money loan to her by the claimant forthwith.
- ii. The defendant is also hereby ordered to pay the claimant the sum of One Thousand, Two Hundred Naira (₦1,200.00) being money paid in court as court fees.
- iii. The defendant is further ordered to pay the claimant the sum of Three Hundred Thousand Naira (₦300,000.00) being the cost of this action.

Signed

Hon. Zakka Dung Esq.

7/12/2023

R.O.A. Any aggrieved party to this judgment has the right to appeal in this judgment at the high court of justice plateau state within 14 days from today.

Signed

Zakka Dung Esq.

7/12/2023





**IN THE SENIOR DISTRICT COURT OF PLATEAU STATE**

**HOLDEN AT WEST OF MINES, JOS**

**THIS 14<sup>TH</sup> DAY OF DECEMBER, 2023.**

**SUIT NO: SCR/WMJ/04/2023.**

**BETWEEN**

**SUNDAY YAKUBU - - - - - CLAIMANT**

**AND**

**IBRAHIM ABUBAKAR - - - - - DEFENDANT**

Coram: Hon. Zakka Dung Esq.

Claim: Claim of ₦1,293,000.00

Clerk: Ruth Nyam

Appearance: Micah E. Adaji for the Claimant who is present in court. The defendant is absent.

**JUDGMENT**

The claim of the claimant against the defendant are as follows:

- i. The debt of One million, one hundred and forty thousand Naira (₦1,140,000.00) which was to be paid to the Claimant on or before the 21<sup>st</sup> day of October, 2021.
- ii. The sum of Three thousand Naira (₦3,000.00) being court fees and
- iii. The sum of One Hundred and Fifty Thousand (₦150,000.00) being the cost of this action.

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When this matter came up for mention on the 9<sup>th</sup> day of November, 2021, the bailiff of the court had deposed to an affidavit of un-served writ on defendant dated the 9/11/2023 on how he had been made frantic effort to serve the defendant but it proved abortive. As the counsel to the claimant made an oral application for an order pursuant to section 8(4)(5) of the District court Law practice Directive on small claims 2022 which was granted and the matter was then adjourned till the 16/11/2023 for further mention.

When the matter came up for further mention on the 16/11/2023, the defendant was served with hearing notice but did not appear to defend himself, as such counsel to the Claimant applied that the case should be deemed mention and a date be given to him for hearing of the case, which the court obliged him and the matter was then adjourned till the 11/12/2023 for hearing of the Plaintiff case. The defendant was also served with a hearing notice against the 11/12/2022 by the bailiff of this court dated the 7/11/2023, but he also neglected to appear, as such the evidence of the claimant ware as follows:

PW1. Sunday Yakubu – affirm to say the truth. I live at Wumadat Bokkos LGA. I am a business man. Yes I file a case before this court. Yes I brought the defendant before this court on the ground that I sold car to him at the cost of Five Million Three Hundred Thousand Naira only. The defendant paid an advance payment of the sum of ₦3,800,000.00 to me on the 28/9/2021. He also paid the sum of ₦200,000.00 on the 27/1/2022 and also paid the sum of ₦100,000.00 and ₦150,000.00 on the

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11/2/2022 and 8/7/2022 respectively. The defendant paid the above amount in instalments. Yes there was an agreement, we entered into with the defendant when I sold the car to him. Yes if I see the said agreement I will be able to identify it through my name and my signature on it. Yes this is the agreement I entered into with the defendant. The original copy is with the defendant.

Court: The photocopy of the agreement between the defendant and the claimant dated the 22/9/2023 and signed by both parties are hereby marked as exhibit "A". I looked for the defendant to pay me my remaining balance of ₦1,140,000.00 (One Million, One Hundred and Forty Thousand Naira) but I did not see him. So I contacted my lawyer to write the defendant a letter of demand. Yes if I see the letter I will be able to identify it through the name of my lawyer which is on it. Yes this is the letter.

Court: The letter of demand dated the 28/10/2022 addressed to the defendant by Micah E. Adaji and Associates on behalf of the claimant is hereby admitted in evidence and equally marked as exhibit "B". I want this court to help me collect back my money from the defendant. That is the sum of One Million, One Hundred and Forty Thousand Naira (₦1,140,000.00). I also want the court to order the defendant to pay me the court fees and the cost of this action.

After the evidence of PW1, the claimant closed his case against the defendant and the matter was then adjourned to the 14/12/2023 for defence. The defendant was served with hearing notice dated the 11<sup>th</sup> of December, 2023 to appear to defend

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himself but he neglected to appear to defend himself as such the defence of the defendant was foreclosed.

Having peruse through the evidence of the claimant witness PW1 supra I hereby formu8late one lone issue for the determination of this claim thus;

“Whether the claimant from the preponderance of evidence adduced proved his case against the defendant to warrant this court to enter judgment in his favour.

Section 132 of the Evidence Act 2011 state thus;

“The burden of proof lies on a suit or proceeding on that parson who would fail if no evidence at all were given on either side”

Also the supreme court in the case **of F.U.T Minna V. Olutayo (2018) 7, NWLR, Pt 1617, 176, Pp 185 @ 195, Par A - B 195 - 196, A - A** that;

“By the provisions of section 131 (a) and section 132 of the Evidence Act whoever desire any court to give him judgment as top any right or obligation dependent on this existence of facts which he averts must prove that these facts exist. the burden of proof is on suit or procedure rest on that party who will fail if no evidence at all were given on either side...”.

In the instant case, the claimant who is PW1 testified on oath and said sometime around 22/9/2021 the claimant and the

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defendant entered into a contract of sale of the claimant's truck, that they agreed sum for the sale was ₦5,300,000.00 (Five Million three Hundred Thousand Naira) to the defendant, that the said agreement was reduced into writing and signed by both parties and their witnesses which is exhibit "A" before this court. That the defendant paid part payment of the sum of (₦4,160,000.00) in instalment, leaving a balance of the sum of (₦1,140,000.00) which was to be paid to the claimant on or before the 21<sup>st</sup> October, 2021. The defendant did not pay this balance and so he instructed his lawyer to write the defendant a letter of demand which is exhibit "B".

Following from the evidence of the claimant supra, and pursuant to section 11(20) of the district court law practice directives on small claims, 2022, I hereby answered the issue raised for determination in the affirmative, that the claimant from the preponderance of evidence adduced has been able to prove his claim against the defendant to warrant this court to enter judgment in his favour.

Consequently, I hereby entered judgment in favour of the claimant as follows:

- i. The Defendant is hereby ordered to pay the claimant the sum of (₦1,140,000.00) one Million, One Hundred and Forty Thousand Naira being the debt owed to the claimant forthwith.
- ii. The Defendant is also ordered to pay the claimant the sum of three Thousand Naira (₦3,000.00) being court fees and



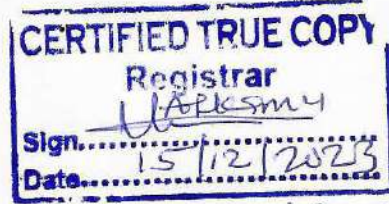
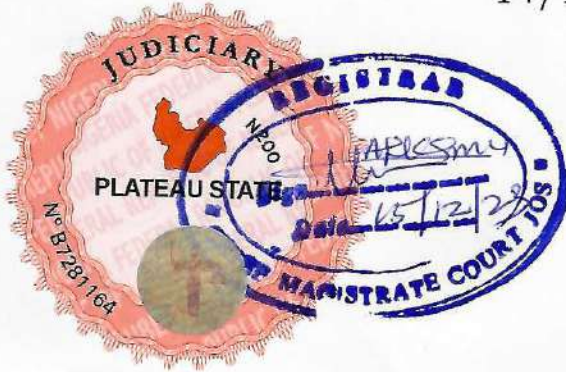
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iii. The Defendant is further ordered to pay the claimant the sum of One Hundred and Fifty thousand Naira (₦150,000.00) being cost of this action.

Signed

Zakka Dung Esq.

14/12/2023



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**IN THE SENIOR DISTRICT COURT OF PLATEAU STATE**

**(SMALL CLAIM COURT)**

**HOLDEN AT JMDB, JOS**

*Certified True Copy*

Chief Magistrate Court J.M.D. **THIS 13<sup>TH</sup> DAY OF NOVEMBER, 2023**

Name: *ELIZABETH D. STANLEY*

Sign: *[Signature]*

Date: *13-11-2023*

**SUIT NO: SCA/JMDB/CV/04/2023**

**CORAM: JOSEPH D. CHOLLOM**

**BETWEEN:**

**NDE EZEKIEL YILWADA -**



**CLAIMANT**

**AND**

**NERAT JAMES PAM -**

**DEFENDANT**

**Clerk:** Ladi Danladi

Claimant in Court and not represented by Counsel.

Defendant in Court and also not represented by Counsel.

**Court-Clerk:** What is the language of the parties?

**Clerk-Court:** The Claimant speaks and understands English language, while the defendant speaks and understands Hausa language.

**Interpreter:** Labudam Andrew affirms to interpret this proceeding from English to Hausa and vice versa.

**Court-Clerk:** Read and interpret the claim against the defendant to his hearing and understanding in Hausa language.

**Clerk-Court:** I have read and interpreted the claim against the defendant to his hearing and understanding in Hausa language and she appears to perfectly understand same.

**Court-Defendant:** Have you heard and understand the claim against you which has just been read and interpreted to you in Hausa language?.

**Defendant-Court:** Yes I do.

**Certified True Copy**  
Chief Magistrate Court J.M.D.B Jos  
Name: ELIZABETH D. CHOLLOM  
Sign: [Signature]  
Date: 18-12-2022

**Court-Defendant:** Are you liable or not liable.

**Defendant-Court:** It is true, the Claimant gave me the sum of N3,000,000 (Three Million Naira) to buy soya beans for him but I used part of the money to buy a piece of land. He has been given me money on several occasions to buy soya beans and maize for him and I was faithful, I never fail. I will pay him his money.

**Court:** Based on the admission of the claim by the defendant, judgment is hereby entered in favour of the Claimant as per his claim.

Consequently,

1. The defendant is to pay the Claimant the sum of N3,000,000.00 (Three Million Naira) only.
2. Pay the sum of N30,000.00 as cost of action.

**JOSEPH D. CHOLLOM**

**13-11-2023**



**Court-Defendant:** When do you intend to pay the judgment sum?

**Defendant-Court:** I plead for two (2) months, so that I can sell the piece of land I bought with part of the money to raise the money.

**Court-Claimant:** What do you have to say?

**Claimant-Court:** I concede to one month as what I need is my money.

**Court:** The defendant is given three (3) months within which to pay the judgment sum with effect from the date of this judgment (13-11-2023).

**JOSEPH D. CHOLLOM**

**13-11-2023**

Certified True Copy  
Chief Magistrate Court J.M.D.B Jos  
Name: ELIZABETH D. GITANG  
Sign: [Signature]  
Date: 18-12-2023

**CERTIFIED TRUE COPY**

SENIOR DISTRICT COURT  
REGISTRAR  
SIGN: [Signature]  
DATE: 18-12-2023  
J.M.D.B JOS  
REGISTRAR