

HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
 SMALL CLAIMS COURT EXECUTION REPORT
 FOR THE MONTH OF FEBRUARY 2024
 COURT NO 11 WUSE ZONE 6 MAGISTRAL DISTRICT

NAME OF SHERIFF	SUIT NO. AND PARTIES	DATE OF JUDGMENT	DATE OF EXECUTION	DURATION FROM JUDGMENT TO EXECUTION	STATUS OF JUDGMENTS NOT EXECUTED (WHETHER ON APPEAL OR PARTIES HAVE SETTLED)
ONWUASOANYA VIVIAN .C.	SCC/07/2024 CHIGBOOBIAKOR AND MR IKEGWOKHA CHINEDU IFEANYI	25/3/24	PENDING	PENDING EXECUTION	SETTLED
ONWUASOANYA VIVIAN .C.	SCC/08/2024 EVAN OYAKU AND BALA SANI	08/04/24	PENDING	PENDING EXECUTION	SETTLED

IN THE MAGISTRATE COURT OF THE FEDERAL CAPITAL TERRITORY
IN THE ABUJA MAGISTRAL DIVISION
IN THE SMALL CLAIMS COURT 11
HOLDEN AT WUSE ZONE 6.
BEFORE HIS WORSHIP CHIOMA. A
DATED: 8TH APRIL, 2024
SCC/08/24

BETWEEN
MR EVANS OYAAKU..... CLAIMANT
AND
BALA SANI..... DEFENDANT

JUDGMENT

Appearances;
Owobo Godday Esq. for the claimant
Defendant counsel was in court a while ago, he informed the court that he had a sister case in another court

This small claim suit was filed by the claimant vide complaint Form SCA2 and small claims summons SCA3 dated 26th February 2024. The claimant seeks alone reliefs;

1. An order of this court directing the defendant to pay the claimant the sum of N2,000,000,00 (Two million Naira) being the balance of debt owed to the claimant by the defendant.

Hearing commenced on the 5/3/24 with the evidence of

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NAME *Dwightsonya Vivian*

SIGN *[Signature]*

DATE *22/4/24*

The claimant himself as CW1 adopted his witness statement on oath in evidence, he stated at paragraph 4 of his witness statement on oath that he gave the sum of N 500,000.00 (Five million Naira) only to the defendant in which the defendant assured him to pay back within ninety days (90) through exhibit C1
CW1 states further that based on Exhibit C1 titled a letter of agreement by the defendant dated 24/07/23 the defendant thereafter paid the sum of N 3,000,000.00 to the defendant leaving a balance sum of N 2,000,000.00 to the claimant demand on the defendant to repay the said balance which proved abortive , hence the commencement of this suit ,

At the close of Examination in chief, defendant counsel cross Examined CW1 it was confirmed that the defendant paid the sum three million N3,000,000.00 out of the sum N5,000,000.00, to the claimant, also that it was a friendly load without interest. A sole document was admitted as Exhibit C1 which is
1. A Letter of agreement dated 24th July 2023.
That was the case of the claimant.

On the 14th march 2024 the defendant testified by himself and adopted his witness statement on oath in evidence, though statement of defence and counter claim were taken together as both contains samereliefs and prayers.

DW1 referred to paragraph 2 (E) of his defence and states that the claimant granted three Kaduna customer loan totalled (one million, three hundred and fifty thousand naira) N 1,350,000.00 with 20% interest per month at the sum of 11,567,000 in which they were remitting monies through DW1 who was a middle man in the transaction , he finally said so far he has paid the sum of N7,100,000,000.00, to the claimant/ Defendant , defendant/ counter

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NAME Onyiahosa Onyiah Vivian

SIGN

DATE 23.4.24

claimant was cross examined by the defendant, DW1 confirmed that exhibit C1 titled, letter of Agreement was writing and signed by him, and that after signing the letter he further paid the sum of N 3,000,000,00 naira To the claimant sometimes in December, 2023.

However, the defendant/counter claim against the defendant are as follows;

1. An order of this honourable opening the money lending transaction of (onemillion, three hundred and fifty thousand Naira) N 1,350.000.000 and interest of 20% charge in line with relevant law.
2. An order of the court compelling the claimant counter/ claimant defendant to immediately refund to the counter/ claimant all unlawful, illegal excessive interest charges and cost on (one million , three hundred and fifty thousand naira) only lent to three customers through the counter claimant
3. An order of the court discharging the defendant counter/ claimant from any form of debt, further illegal interest, excessive charge on loan haven paid the sum of N 7.100,000 only from the principal sum of N 1,350.000.00 to the claimant
4. A declaration that the defendant counter claimant operates money lending without license in FCT and kaduna respectfully

certain documents were admitted and marked as Exhibits numbering from Exhibit D1 to D9,

At the close of trail parties filed and adopted their final written addresses, issues were canvassed, statutory authorities cited by parties

Before I proceed it is pertinent and instructive to state at this point that this suit fell under small claims proceedings in which itobjectives are to provide easy access to an informal , inexpensive and speedy resolution of simple debt recovery disputed in the district courts as provided under ARTICLE 1 of the District court Act practice direction

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NAME Onyiaso An-y's Vivian

SIGN Onyiaso An-y's

DATE 28/4/24

on small claims 2022, hence in furtherance to the above the instant suit was commencement by FORM SCA 1, SCA 2 and Accompanied by SCA 3 respectively, not by plaint note, in which the claimant complied with as the record of the court is clear on that, in view of the above analysis, I hold that the case is competent and this court has the jurisdiction to hear and determine same, if that is settled this honourable court raised a sole issue for determination thus;

Whether the claimant has proved his case to entitle him reliefs sought,

The pivotal point of this suit before the honourable court filed by the claimant is for a recovery of debt of N 2,00,000,00 owed by the defendant/ counter claimant, in reaching just conclusion it's the duty of this honourable court to look into the totality of evidence adduced by Parties, in doing so however, it was reviewed in defence under cross examination of DW1, that he wrote and signed exhibit C1 titled a later of agreement, it was further reviewed that the maker of the said document understood the content and indeed before signing it to pay the sum of 5million to the claimant/ counter defendant within 90 day from the day it was made, based on the aforesaid admission, on record he made a part payment of the sum of N 3,000,000,00 leaving a balance of N 2,000,000,00 which is the cause of action in this case, in the case of ADUSEI & ANOR V. ADEBAYO 2012 LEPCLR 7844 SC it was held that "Admission is a concession or voluntary acknowledgment made by a party of the existence of certain fact"

The law is well settled that facts admitted of course needs no further proof.

On the counter claim by defendant counter claimant he failed to establish and or prove the existence of facts contained therein, more so there is nowhere in his testimonies he proved the fact that the claimant defendant to the counter claim never received the said

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NAME: *James Olan-ye Nwisi*

SIGN:

DATE: *23/4/24*



sum of money in contention, be it a premium, an interest or a friendly loan, the word debt is defined in case of FRAZIMAX NIG LTD & ANOR V. DONATEE CONCEPT NIG LTD 2010 LPELR 4173 CA thus "A sum of money due by certain and express agreement a special sum of money owing to one person from another" based on the totality of evidence and exhibits tendered, it is considered that the claimant has proved this case and is entitled to reliefs sought.

Therefore the defendant is ordered to pay the sum of two million only being the balance of 5 million owed to the claimant.
Judgment is entered.

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NAME *Onyiah*

SIGN *Onyiah*

DATE *24/4/24*

Niviam