

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

(Court
11/26/24)

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/06/2023	29/2/24	PENDING	PENDING EXECUTION	SETTLED

IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT WUSE ZONE 6
BEFORE HIS WORSHIP AMANWACHI CHIOMA
COURT 11

SCC/06/2024

DATED; 29/2/24

BETWEEN

BARR NWODO FRANCIS IFESINACHI.....CLAIMANT

AND

EZE SYLVESTER.....DEFENDANT

JUGDEMENT ON SMALL CLAIMS COURT

The claimant pursuant to forms SCA2 and SCA3 dated 15TH February 2024 claims against the defendant as follows;

1. An order of this honourable court directing the defendant to pay the claimant the sum of N100, 00 being the total sum he indebted to the claimant.
2. General damages for breach of agreement in the sum of N50,000.00
3. 20% interest of total judgment sum per month from the date of the judgment till the date for liquidation of the judgment sum.
4. Cost of this suit at the cost of N50,000,00
5. And for such further other order as this court may deem fit to make in the circumstances

FCT HIGH COURT

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NAME ONWU ASOANYA VIVIAN

SIGN. [Signature]

DATE 14-03-2024



The defendant was served with demand notice as provided in form SCA 1 and small claim summons before the commencement of hearing in this court as well as originating processes and affidavit of service dated 21st February deposed by Vivian Onwuasoanya the registrar of this court evidenced same. The defendant was absent throughout the proceedings and unrepresented, the court being satisfied that the defendant is aware of the hearing date commenced hearing with the evidence of the claimant himself as the cw1 who testified on oath and state that the defendant on the 27th November, 2023 consulted him to help review a book titled "LOVE THIS COUNTRY NIGERIA" which he the defendant launched on 28th 2023, upon agreement, in the sum of 100,000 the claimant did reviewed the said book for the defendant, therefore the defendant have refused to pay the aforementioned sum to the claimant. hence the defendant was served with demand notice but failed to comply. Hence the commencement of this small claims suit.

The claimant tendered an agreement between the parties.

As earlier stated this case was not contested by the defendant despite being put on notice of the pendency of this case evidenced by affidavit of services which is a prime facie proof that the defendant was put on notice in the case MGBENWELU V. OLUMBA 2016 LPELR 42811 SC. It was held "it is settled law that an affidavit of service by the bailiff of a court is a prime facie evidence of service and also if uncontradicted is sufficient to sustain the issue it asserts" also in the case MFA & ORS V. INONGHA 2014 LPELR 22010 SC it was held "it is also settled that once a party has been afforded the opportunity to present his case and fails to take advantage of it, he cannot be heard to complained that his right to fair hearing have been breached"

See chapter 4 section 36 (1) of the 1999 constitution of the federal republic of Nigeria as Amended.

ACT HIGH COURT

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NAME ONWUASOANYA VIVIAN

SIGN. [Signature]

DATE 14-03-2024



upon an application by the claimant's counsel brought pursuant to Article 7 (4) of the district court practice directions on small claims 2022

"where a defendant fails to file an answer to the claim or counter affidavit to the application for undefended claims such a defendant shall be held to have admitted the claim."

Also in Article 9 (2) which states "when the claim is called for hearing and the claimant appears but the defendant does not appear provided there is proof of service the district court judge shall proceed with the hearing of the claim and enter judgment as far as the claimant can prove his claim" the defendant was foreclosed from cross examination and defence

The issue for the court to determine is whether the claimant has proved this case to be entitled reliefs sought, hence the trial court has the duty to evaluate the evidence before it and be satisfied that its credible and sufficient.

Where evidence is unchallenged or contradicted, the onus of proof is satisfied on minimal proof since there is nothing on the other side of the scale MOBILE OIL (NIGERIA) LTD V. NATONAL OIL & CHEMICAL MARKETING CO LTD (2000) 9NWLR part 671 page 44 at 52 para H per Aderemi JCA.

In the light of the above and based on the unchallenged evidence of the claimant, I hereby order as follows;

1. An order of this honourable court directing the defendant to pay the claimant the sum of N100, 00 being the total sum he indebted to the claimant.
2. General damages for breach of agreement in the sum of N50,000.00
3. Cost of action in the sum of N50, 000, 00.

FCJ HIGH COURT

CERTIFIED TRUE COPY

NAME ONWUASOANIYA VIVIAN

SIGN [Signature]

DATE 14.03.2024

