

HIGH COURT OF THE FEDERAL CAPITAL TERRITORY
 SMALL CLAIMS COURT EXECUTION REPORT
 FOR THE MONTH OF JUNE 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/11/24 CEDARCREST HOSPITAL LTD AND MR JOHNSON EZE	1/7/24	ONGOING	ONGOING	SETTLED
ONWUASOANYA VIVIAN C.	ALPHA PHARMACY & STORE AND MACRAY SUPERMARKET	1/7/24	ON GOING	ON GOING	SETTLED



IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT WUSE ZONE 6
BEFORE HIS WORSHIP A CHIOMA
COURT 11
DATED; 1ST OF JULY, 2024

SUIT NO; SCC/12/24

BETWEEN

ALPHA PHAMACY & STORES LTD.....CLAIMANT

AND

MACRAY SUPERMARKET LTD..... DEFENDANT

Appearances; Mrs Nwachukwu Faith Nwakaego for the claimant

Defendant is absent and unrepresented

JUGDEMENT ON SMALL CLAIMS COURT

The claimant pursuant to forms SCA2 and SCA3 dated 7th June 2024
seeks against the defendant as follows;

1. A Declaration that by the failing to pay the plaintiff the agreed consideration for goods (lasena Alkaline water) supplied to the defendant is in breach of contract between the plaintiff and the defendant
2. An order of the court compelling the defendant to pay forthwith the sum of N501, 395 (four hundred and one thousand three hundred and ninety-five naira only)
3. An order compelling the defendant to pay to plaintiff the sum of N 300,000.00 (Three hundred thousand naira only) as accrued interest accumulated on the sum owed the plaintiff by the defendant
4. An order awarding the sum of N 300,000,00 (three thousand naira only) as a general damage against the defendant in favour of the plaintiff

FCT HIGH COURT

CERTIFIED TRUE COPY

NAME *Onyiah*

SIGN *Onyiah*

DATE *16/7/24*

vivian



5. And for such orders or further orders this honourable court may deem fit to make in the circumstances of this case.

The defendant having been served with Form SCA2 and SCA3 the originating processes and was evidenced by the certificate of service evidenced by the court bailiff,

The court being certified that the defendant was aware of the pendency of this suit commenced hearing with the evidence of the cw1 who is a branch manager of the claimant, stated that sometimes in December, 2022 claimant upon request by the defendant sold and supplied lasena Alkaline water worth N501,395. (five hundred and one thousand three hundred and ninety five Naira) cw1 further informed the court that the defendant bought the said goods on credit and was supplied with an agreement that the defendant will pay on or before the expiration of two weeks from the date of supplied that the defendant has refused to pay the sum as agreed upon, hence serval attempt to recover the sum failed, that the refusal to pay the sum above has cause her a setback in its business,

The following documents were tendered in evidence and marked as Exhibits

1. Alpha pharmacy invoice No'; 027312 dated 11/12/22 is Exh c1
2. Alpha pharmacy invoice No; 027346 dated 14/01/22 is Exh c2
3. Demand letter dated 29/4/24 is Exh c3

As earlier stated this suit was not contested by the defendant in spite serval adjournments evidenced by affidavit of services of hearing Notices on the defendant. Hence the court obliged an application by the claimant's counsel pursuant to Article 7 (4) District court Act practice directions on small claims 2022.

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CERTIFIED TRUE COPY

NAME

SIGN

DATE

Omura Soanya *Wivian*
2/5
16/1/24



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

Also see Articles 9 (2) District court Act practice Direction on small claims 2022.

" when the claim is called for hearing and the claimant appeared 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 judgement as far as the claimant can prove his claim"

The law is trite that an affidavit of service is a prima facie proof of service and notification on the other party. In the case of SOCIETE GENERALE BANK(NIG) LTD V. ADEWUNMI (2003) 10 NWLR (PT 829) it was held " the purpose of an affidavit of service is to convince the court that the person to whom the processes are to be served have been duly served" The sole issue for the court to determine is whether the claimant has proved his claim to entitle reliefs sought I refer to demand notice in form SCA1 issued and served on the defendant before the commencement of this case which is a condition precedent in recovery of debt on small claim, however the defendant was given ample opportunity to be heard but failed to do so. See chapter 4 section 36 (1) of the 1999 constitution of the federal republic of Nigeria as Amended.

The position of the law is that evidence that is neither challenged nor debunked remains good and credible evidence which should be relied upon by the trial judge, who would in turn ascribe probative value to it. See EBEINWE V. STATE 2011 7 NWLR PT 1246 PG 402 AT 416 para D per murkhtar JSC.

In the light of the above I hereby order as follows';

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NAME *Omoye Seun* → *Nivian*

SIGN. *[Signature]*

DATE *16/7/24*



A Declaration that by the failing to pay the plaintiff the agreed consideration for goods (lasena Alkaline water) supplied to the defendant is in breach of contract between the plaintiff and the defendant

An order of the court compelling the defendant to pay forthwith the sum of N501, 395 (four hundred and one thousand three hundred and ninety-five naira only)

1. An order awarding the sum of N 100,000,00 (one hundred thousand naira only) as a general damage against the defendant in favour of the plaintiff
2. An order for cost in sum of N100,000,00

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CERTIFIED TRUE COPY

NAME Omoye Soanya Vivian

SIGN. [Signature]

DATE 16/7/24