

**IN THE HIGH COURT OF THE FEDERAL CAPITAL TERRITORY**  
**IN THE ABUJA JUDICIAL DIVISION**  
**HOLDEN AT MAITAMA**

**BEFORE HIS LORDSHIP: HON. JUSTICE Y. HALILU**  
**COURT CLERKS : JANET O. ODAH & ORS**  
**COURT NUMBER : HIGH COURT NO. 22**  
**CASE NUMBER : SUIT NO: CV/1307/20**  
**DATE: : TUESDAY 8<sup>TH</sup> DECEMBER, 2020**

**BETWEEN**

**1. RELIABLE THRIFT & CREDIT SOCIETY LTD**  
**2. AMINU ALIYU**

} CLAIMANTS

**AND**

**BENJAMIN MARYAM JOB ..... DEFENDANT**

**RULING**

The Claimants approached this Honourable Court vide a Writ of Summon under the undefended list procedure Pursuant to Order 35 of the Rules of this Court 2018.

In line with law and procedure, the Writ was marked undefended on the 25<sup>th</sup> June, 2020. From the Writ, the claims of the Claimant against the Defendant is as follows:-

- a. An Order of this Honourable Court mandating the Defendant to pay the sum of N1,500,000.00 (One Million, Five Hundred Thousand Naira) to the Claimants as the Principal sum of the credit facility advanced to the Defendant by the Claimant by the agreement of parties dated the 15<sup>th</sup> August, 2018.
- b. An Order of this Honourable Court mandating the Defendant to pay the sum of N11,800,000.00

(Eleven Million, Eight Hundred Thousand Naira) to the Claimants as the interest accruing from the credit facility by virtue of the agreement between the parties dated 15<sup>th</sup> August, 2018.

- c. An Order of this Honourable Court that the Defendant pay the sum of N6,200,000.00 (Six Million, Two Hundred Thousand Naira) to the Claimants as the default fee as per the agreement between the parties dated 15<sup>th</sup> August, 2018 for failure to repay the loan and interest accruing thereto.

In support of the application is an affidavit of 25 paragraph deposed to by the 2<sup>nd</sup> Claimant in this case.

It is the case of the Claimant as distilled from the affidavit in support that the Defendant approached

the Claimant for a credit facility of the sum of N1,500,000.00 (One Million, Five Hundred Thousand Naira) only sometime in August, 2018.

That the following documents were filed and submitted.

- i. Reliable Thrift & Credit Cooperative Society Membership/Account Opening Form herein attached as Exhibit 'RT 2'.
- ii. Reliable Thrift & Credit Cooperative Society Loan Application Form herein attached as Exhibit 'RT 2'.
- iii. Authority to Debit and Narrate Cheque for Applicant herein attached as Exhibit 'RT 3'.
- iv. Maryam Benjamin Job's e-pay Advice Slip for January, 2019 herein attached as Exhibit 'RT 4'.

- v. Letter of Guarantee from Umar Murtala herein attached as Exhibit 'RT 5'.
- vi. Letter of Guarantee from Drisu Isaac herein attached as Exhibit 'RT 6'.

The Claimants aver further that agreement was entered into between the parties vide Exhibit '7' and that loan facilities of N1,500,000.00 (One Million, Five Hundred Thousand Naira) only, was advanced to the Defendant on the 15<sup>th</sup> August, 2018 for a tenor of five months at 15% interest only.

That the Defendant paid the sum of N225,600.00 (Two Hundred and Twenty Five Thousand Naira) only for three months adding up to N675,000.00.

It is further the affidavit of the Claimant that the Defendant issued cheques in favour of the Claimant for the purpose of repaying part of the loan but the

account was not funded. The cheque was annexed as Exhibit '8'.

That the Defendant had made no payment on the principal sum loaned to her i.e the sum of 1,500,000.00 (One Million, Five Hundred Thousand Naira) and that the Defendant currently has an accumulated outstanding interest of the sum of N11,800,000.00 (Eleven Million, Eight Hundred Thousand Naira) only and default fee of N6,200,000.00 (Six Million, Two Hundred Thousand Naira) only, and that the current indebtedness of the Defendant to the Claimant is N19,500,000.00 (Nineteen Million, Five Hundred Thousand Naira).

That it will be in the interest of justice to grant this application.

Upon service, the Defendant filed a Notice of Intention to defend the action on the merit withis an affidavit of 31 paragraph duly deposed to by the Defendant herself.

It is the deposition of the Defendant that she did not approach the 1<sup>st</sup> Claimant for a credit facility but Reliable Thrift and Credit Cooperative Society Limited. And that she do not know the 1<sup>st</sup> Claimant in this Suit.

That she executed a contractual agreement with Reliable Thrift and Credit Cooperative Society Limited with the help of the 2<sup>nd</sup> Claimant on the 15<sup>th</sup> of August, 2018 and not the 1<sup>st</sup> Claimant.

It is further the deposition of the Claimant that apart from N675,000.00 (Six Hundred and Seventy Five Thousand Naira) only,she paid to the Claimant, she paid another N500,000.00 (Five Hundred Thousand

Naira) only through the 2<sup>nd</sup> Claimant on 20<sup>th</sup> day of January, 2020, and another N500,000.00 (Five Hundred Thousand Naira) only through one P.O.S into the account details supplied by the 2<sup>nd</sup> Claimant vide Exhibit 'DA'.

Defendant further averred that she did not fill any amount on the cheque exhibited as Exhibit 'RT8' neither did she sign or issue any cheque in the name of the 2<sup>nd</sup> Claimant and that she was not told by the 2<sup>nd</sup> Claimant that she would not be notified before filing, dating and presenting the cheque at the bank and that her signature was forged.

Defendant also stated that she is not indebted to the Claimants to the total sum of N19,500,000.00 (Nineteen Million, Five Hundred Thousand Naira) only, and that it will be in the interest of justice to transfer this suit to the General Cause List.



**COURT:-** The law with respect to the undefended list procedure is trite.

I wish to observe that the undefended list procedure is a truncated form of ordinary civil hearing peculiar to our adversary system where the ordinary hearing is rendered unnecessarily due in the main to the absence of an issue to be tried or the quantum of Plaintiff's claim disputed to necessitate such a hearing. It is designed to quicken justice and avoid the injustice likely to occur where there is no genuine defence on the merits to the Plaintiff's case.

It is a procedure meant to shorten hearing of a suit where the claim is for liquidated money demand see ***UBA PLC VS JARGABA (2007) 5 SC1.***

An action begun under the undefended list, is no less a trial between the parties and where a Defendant is properly served, he has a duty to disclose his defence

to the action. *ATAGUBA & CO. VS GURA (2005) 2 SC (Pt. 11) 101.*

However, notice of intention supported by affidavit so filed must condescend to issues stated in affidavit in support of the claim of the Plaintiff. A mere empty affidavit in support of the Notice of Intention to defend which disclose no defence shall certainly not sway the Court into transferring the matter to general cause list for trial.

Simply put, the Defendants affidavit must condescend upon particulars and should as far as possible, deal specifically with the Plaintiff's affidavit and state clearly and concisely what the defence is and what facts and document are relied on to support it.

Such affidavit in support of Notice of Intention to defend must of necessity disclose facts which will, at least throw some doubt on the Plaintiff's case.

A mere denial of Plaintiff's claim or liability or vague insinuation devoid of evidential value does not and will not suffice as facts, which will throw doubt on Plaintiff's claim. ***UBA PLC VS JARA GABA (Supra)***.

I have gone through the affidavit of Plaintiff in support of its claim brought under the undefended list Pursuant to Order 35 of the Rules of this Court. I have also gone through the affidavit in support of Notice of intention to defend this action filed in compliance with Order 35 Rule 3(1) of the Rules of this Court.

The facts averred in affidavit in support of Plaintiff's case are such that if put side by side with those of

the Defendant, certainly the reliefs claimed by Plaintiff cannot be resolved under Order 35 of the Rules of this Court.

By the power conferred on me therefore, I hereby transfer this suit to general cause list under Order 35 Rule 3 (2) of the Rule of this Court.

I order that evidence be led in prove of the respective cases of Plaintiff and Defendant in that Order.

This is the Ruling of the Court.

*Justice Y. Halilu*  
*Hon. Judge*  
*8<sup>th</sup> December, 2020*

**APPEARANCES**

JOSHUA BOYEDE – for the Claimant.

Defendant not in Court and not represented.

