

IN THE SENIOR DISTRICT COURT OF PLATEAU STATE

HOLDEN AT GIRING ABATTOIR JOS

BEFORE T.E. GOTEP

CLAIM NO:.....

BETWEEN

RAYMOND GUMUT.....CLAIMNANT

AND

JAMOK MAKWIN DEFENDANT

Judgment Proceeding dated 23rd April, 2024

Defendant in Court.

Clerk; Bewarang and Rotdimka.

Appearance: W.J. Moltet with D.Y. Datep, for the Claimnant.

The Matter was mentioned before on the **5/4/2024** with parties absent from Court. It was discovered that the Defendant has been served against the said date and the Claim properly served.

Hearing commenced on the **17/4/2024** with **P.W.1** testifying.

P.W.1 Raymond Gumut.

The Claimnant stated he lives at Guratopp in Jos South LGA of Plateau State. That he is **56** years old and a businessman. That sometimes in 2019, that he met one Mr Jamok Makwin (the Defendant) who claimed to be a car dealer. That he asked if he could get him Honda Accord Model 2011 and asked for the price. That the Defendant told him it was N2.3m, that he (the Claimnant) had a Nissan Jeep Pathfinder and he asked the Defendant if he was interested in purchasing the said Jeep so that it forms part of the bargain. That the Defendant agreed and priced the car (Nissan) at N700,000 that they agreed with the Claimnant, he will give him the sum of N1.3m cash, so that he delivers the Honda, while after the delivery he will pay the balance of N300,000 because he had agreed that the car was N2.3m. That he paid the Defendant N1.3m cash through a bank transfer from Access Bank in 2 installments. That he can identify the slip from the name of the bank, his name, account number and date of payment. That the Access Bank number is **0014421014**. The slip of account dated **11/6/2019 – 19/6/2019** with Access Bank was received in evidence and marked as exhibit "A".

That they had an agreement delivering will be in two weeks, but after two weeks the Defendant stopped picking his calls until about two weeks later, he came across him with a Mercedes Benz and accosted him and he agreed to surrender the Mercedes Benz based on an agreement and the Claimnant took possession of the Mercedes Benz.

That he can identify the agreement by his name, the Defendant's name and their signatures. Temporal agreement dated **26/1/2021** was received in evidence and marked as exhibit "B". that the agreement was that the defendant will pay the money after a month that he breached the agreement for **3** years and the whole transaction has lasted for **5** years now.

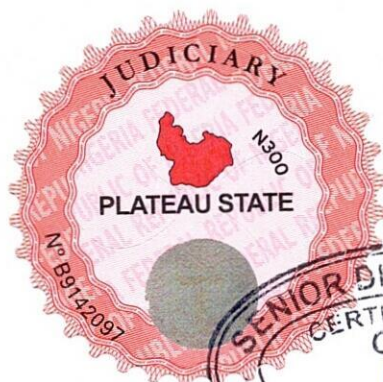
That he wants the Court to help him recover his money and as a businessman he has suffered loss of earnings. That he wants the Defendant to pay the sum of **N3.5m and N1.3m** for the claimed amount. That in the alternative where the Defendant cannot pay cash, the Claimnant can take possession of the Mercedes Benz and see if he can recover the said amount.

Having looked at the evidence and the exhibit before the Court. The Defendant never appeared in Court throughout the proceedings despite being notified of the matter pending case before the Court. It is trite law facts no contravened or denied are deemed admitted. The Claimnant has proved his case on the preponderance of evidence and judgment is hereby entered in favour of the claimnant on the following terms:

That the Defendant pays the sum of N1.3m deemed the amount that was paid by the Claimnant to the Defendant.

Also, cost of N500,000 is hereby awarded against the defendant to be paid forthwith. All monies be paid forthwith, where the Defendant cannot come up with money involved after a month, the Claimnant can sell the vehicle (Mercedes Benz with **Reg. No BKK 686 JC**) in his custody to recover the said amount.

Moltet: we appreciate the Court for the judgment.




SIGNED
T.E. GOTEPE
23/4/2024