

**IN THE SENIOR DISTRICT COURT OF PLATEAU (SMALL CLAIMS)
HOLDEN AT NO. 5 LUGARD ROAD, JOS
TODAY TUESDAY 18TH APRIL, 2024**

SUIT NO. SDC/J/5/SC/011/2024

BEFORE HER WORSHIP D. A NYAM ----- SENIOR DISTRICT JUDGE

BETWEEN:

MWAGHAVUL MICRO FINANCE BANK LTD ----- CLAIMANT

AND

MODACHI CONCEPT NIGERIA LIMITED ----- DEFENDANT

CLAIMS:

- 1. ₦211, 000.00 (TWO HUNDRED AND ELEVEN THOUSAND NAIRA ONLY)**
- 2. ₦500,000.00 (FIVE HUNDRED THOUSAND NAIRA ONLY) ---
Cost of action**

JUDGMENT

By a Complaint FORM SCA 2 dated and filed on the 22th March, 2024, the Claimant claims against the Defendant the following;

₦211,000.00 (two hundred and eleven thousand Naira only) being loan facility advanced to the Defendant by the Claimant and ₦500,000.00 (five hundred thousand Naira only) being cost of action.

This suit was mentioned on the 3rd April, 2024. The Defendant denied liability through his counsel and the matter was adjourned for hearing.

Hearing commenced on the 15th April, 2024, PW1 was Abdullahi Hauwa Yahaya, the Credit Officer of the Claimant who testified as follows;

That the Defendant was advanced a loan of ₦200,000.00 (two hundred thousand Naira) by the Claimant, a Micro Finance Bank on the 28th May, 2014 with an interest rate of 4%. but that the Defendant has neglected/refused to repay the said loan.

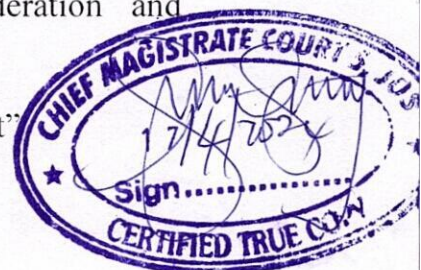
PW1 further testified that the Defendant filled a loan form before he was advanced the said loan. The said loan form was identified by the witness and was admitted in evidence and marked as **EXH1/SDC/J/5/SC/011/2024**.

PW1 prayed the court to assist the Claimant recover the loan facility of ₦211,000.00 advanced to the Defendant and ₦500,000.00 as cost of this action.

The Claimant closed his case and the matter was adjourned for judgment.

I have keenly studied the case of the Claimant and I have also critically perused the materials placed before me and my issue for consideration and determination goes thus;

“whether the Claimant is entitled to the reliefs sought”



It is trite and settled law that he who asserts must prove. I commend SECTION 131(1) EVIDENCE ACT 2011 and the case of INYANG V CCECC (2002) LPELR-49694 (CA) where the court per Hamman Akawu Barka JSC (pp. 21-22 para D-C) held that;

“The foundation upon which civil matters are predicated upon is, that he who asserts must prove”

In civil proceedings the, the standard of prove is on the preponderance of evidence and balance of probabilities. See SECTION 134 EVIDENCE ACT 2011.

The Claimant in a bid to prove his case and discharge the onus placed on him by the Evidence Act, called a lone witness and an exhibit was tendered and admitted through the said witness. The witness was not cross examined by the Defendant. It is trite and settled law that uncontroverted and unchallenged evidence are deemed admitted and the court can positively act on it. I commend the case of **FITNESS CENTER LTD V CAPPAH LTD (2015) 6 NWLR (pt. 1455 at 363)**

The Defendant was served FORM SCA1, FORM SCA2, FORM SCA3 and FORM SCA4 all other processes in this suit. The Defendant did not file a respond to FORM SCA4 yet he denied liability when the matter was mentioned. Despite that, the Defendant never bothered to come to court to challenge the Claimant. Silent on the part of the Defendant in spite of glaring evidence against him is deemed as admission in law. It is trite that facts admitted needs no further proof.

I commend **ADUSEI & ANOR V ADEBAYO (2012) LPELR-7844(CA) Per Fabiyi JSC (pp. 24-25, para. G-A)** where he held thus:

“It is trite that a crucial fact which is admitted needs no further proof and would be taken as established”

In the court’s mind, the case of the Claimant is crystal clear and the evidence adduced concrete, concise and precise. Hence, the imaginary scale of evidence tilts in favor of the Claimant, the Claimant has thus discharged the onus of prove placed on him by the Evidence Act and has positively convinced the court that he is entitled to the reliefs sought.

In the light of the above, and having also considered the provisions of **ARTICLE 11 (2) DISTRICT COURTS LAW PRACTICE DIRECTIONS ON SMALL CLAIMS, 2022**. Judgment is accordingly entered in favor of the Claimant against the Defendant as follows;

- the Defendant is to pay to the Claimant the sum of ₦211,000.00 (two hundred and eleven thousand Naira only) being the loan facility advanced to him by the Claimant,
- the Defendant is to pay to the Claimant the sum of ₦500,000.00 (five hundred thousand Naira only) being cost of this action.

That is the judgment of the court



RIGHT OF APPEAL

SIGNED

HER WORSHIP D. A NYAM

SENIOR DISTRICT JUDGE

15th APRIL, 2024

APPEARANCES: G.Y Mali for the Claimant who is represented by
Hauwawu Abdullahi, Credit Officer of the Claimant

D.D Ibrahim for the Defendant who is not in court



CERTIFIED TRUE COPY

REGISTRAR

