

**IN THE PLATEAU STATE JUDICIARY OF NIGERIA
IN THE SMALL CLAIM COURT OF PLATEAU STATE
HOLDEN AT BUKURU**

SUIT NO: SCC/12/CV/2024

THIS 7TH DAY OF MAY, 2024

BEFORE: R.D. SELKUR

BETWEEN: PRUDENT SAVINGS MULTIPURPOSE CO. SOCIETY LTD

- - - - - **- CLAIMANT**

AND

MAXWELL CHINDA - - - - - DEFENDANT

CLAIM: 4,500,000

INTERPRETER: DEBORAH NANMAK

Appearance: CBN Dallang – for the defendant

Claimant in Court.

JUDGMENT

The claimant claim a total of N4,500,000 from the defendant who later opted for settlement. In the cause of today's proceedings the defendant by a letter and also through the mouth of the defense Counsel C.B.N Dallang admitted to the principal sum of N2,5 million received from the bank as loan. The law is trite what is admitted needs no further prove. Adeleke v Iyanda (2001) NWLR pt 729 p.1. He also admitted to the interest accruing on the loan however with a slight difference. To this effect the defendant paid the sum of one million to the claimant. Therefore the Court will consider this part later with a view to deduct the million Naira paid by the defendant to the claimant. Consequently, Judgment is entered for the sum of N2,500,000 (two million five hundred thousand Naira) being part claim of the N4,500,000.

15/4/2024

JUDGMENT

Parties – the defendant in particular had opted for settlement with the claimant over the balance sum which is still accruing. Having entered Judgment for the principal sum of N2.5 million (two million five hundred thousand Naira only) after

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JAMES P. NYAM
REGISTRAR.
C.M.C. Bukuru.

the period for settlement, the defendant neither his Counsel C.B.N Dallang failed to be in Court no reason was advance for their absence even though they were aware of the date. approaching settlement failed as they either approached the claimant for it and never bothered returning to Court.

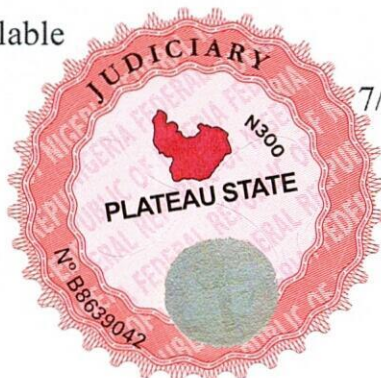
In prove of her claims, PW1 affirmed as Lucy Zingak Deshi the claimant herself, President of Prudent Savings Multipurpose cooperative society Ltd was affirmed and testified, exhibits A, A1 statement of account of Prudent Savings of the 16/1/2023 and the bye laws of Prudent savings multipurpose cooperative society limited was tendered and admitted into evidence. PW1 prayed the Court to grant her claims as the defendant has neither paid the interest nor the capital even after admitting to the principal sum of N2.5 million with promise to pay. That he only paid N1,000,000.

After the case of the claimant, the defendant for no reason failed to be in Court and his evidence was foreclosed. The issue for determination is whether the claimant established her case before this Court. The law is trite, he who asserts must prove.

In prove of her case, exhibits A, A1 was tendered and admitted into evidence, although the defendant from the onset denied liability he later sought for settlement and it is in evidence that he remitted the sum of N1,000,000. The fact was never challenged by the defendant and there was also no challenge to the claims of the claimant against him invariable as it stands, the defendant has no defense to the claims of the claimant. The evidence of PW1 remains unchallenged. See the case of FIRST BANK OF NIG PLC V ASSOCIATED MOTORS COMPANY (NIGERIA) LIMITED 1998 10 NWLR PT570 441. Where the court held that a piece of evidence given by a witness on a given point or subject matter in an issue may be said to stand "Challenged" if there is no other evidence by the adversary on the same issue or subject matter.

Whatever evidence is not challenged remains good evidence for the use of the Court. The evidence of PW1 is clear and needs no addition. The absence of the defendant in Court only goes to show that the defendant has no defense to the claims against him and as it stands there is no controversy over the claims of the claimant. A further look at the evidence of the PW1 reveals that the defendant has neither paid the principal sum nor the interest which is still accruing apart from the N1,000,000 even after obtaining Judgment for the sum of N2,500,000 consequently being that the Judgment for the M2,500,000 is yet to be enforced, it is accordingly collapsed into this same Judgment and consequently, Judgment is entered for the claimant against the defendant over the entire sum.

ROA: Available



7/5/2024

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