

**IN THE PRINCIPAL DISTRICT COURT OF KATSINA
STATE**

**IN THE KATSINA DISTRICT
HOLDEN AT SMALL CLAIMS COURT
NO.1 KATSINA**

23RD DAY OF OCTOBER, 2024

BEFORE HIS HONOUR: ABDULKARIM AHMED UMAR

SUIT NO: SCC/KT/005/2024

BETWEEN

ZAYYANA ABDULLAHI &

1 OR

VS

MR USMAN ABDULLAHI

Parties abs in court

JUDGEMENT

This suit was commenced under the Small Claims Procedure wherein the plaintiffs filed Form S.C.A 1 on 22-4-2024 and then Form S.C.A 2 and S.C.A 3 both dated 7th May, 2024.

The plaintiffs claim against the defendant is as follows: -

The sum of N1, 650, 000 (One Million Six Hundred & Fifty Thousand Naira) being the remaining balance for sales of Fertilizer since 2021 due to the plaintiffs.

The total sum of N34, 000 (Thirty-Four Thousand Naira) as the cost of action.

The defendant on his part filed Form S.C.A 5 for his defence on 13-05-2024 and denied being indebted to the plaintiffs. The defendant however made a counter claim as follows: -

1. The sum of N1, 000, 000 (One Million Naira) being the sum awarded by High Court of Justice Funtua in case No. KTH/FT/88M/2023.
2. The sum of N400, 000 (Four Hundred Thousand Naira) being the sum the defendant is claiming from the plaintiffs as his balance.

During the Pre – trial stage, the defendant filed a Notice of Preliminary Objection which was dated the 13th day of May, 2024 challenging the jurisdiction of this court. The ground of the objection was that this case has already been filed tried and determined by High Court of Justice Funtua in case No. KTH/FT/88M/2023. The plaintiffs responded to the preliminary objection and same were argued. This court on the 22nd day of July, 2024 delivered its ruling on the said preliminary objection and overruled same then trial commenced.

The plaintiffs testified as PWI and PWII. PWI testified on 29 – 07 – 2024 and PWII testified on 28 – 08 – 2024. The plaintiffs were able to tender three (3) Exhibits and they were all admitted in evidence. They are as follows: -

1. Exhibit 1 is a cash/credit invoice of JAMMY NAGARI LTD.
2. Exhibit 2 is a copy of a written undertaking dated 13 – 01 – 2022.
3. Exhibit 3A is a flash storage device containing the voice recording of a conversation between the plaintiffs and the defendant.
4. Exhibit 3B is a certificate of compliance in support of Exhibit 3A.

While the defendant on his part testified as DWI on 28 – 08 – 2024 and then called one Shafiu Ibrahim who testified as DWII on the same 28 – 08 – 2024.

Testifying in support of his case, the 1st plaintiff as stated earlier testified as PWI. In his testimony he stated that on 1st October, 2021 700 bags of fertilizer they ordered from Lagos arrived and that they took the said 700 bags of fertilizer to Funtua to the defendant. And that they requested for the goods to be sold and that the buyer offered

N10, 500 for each bag but he declined and said the fertilizer should be kept. PWI stated that the 700 bags of fertilizer were kept in a store and that a paper was signed to that effect. PWI continued that after about 1 month his Boss sent him some people from Saminaka to be given 200 bags of the fertilizer that was when he went to the defendant to get same but the defendant told him since the price of the fertilizer went up to N11, 000 he sold all of it and that the reason he did not tell them was due to unavailability of mobile network at that point in time. And that they informed the defendant they did not agree since he did not inform them before carrying out the sale. PWI stated that the defendant then plead with them and told them to exercise patience that there is fertilizer coming from Lagos and that he will give them once the said fertilizer arrives. PWI stated that they agreed but he should give them the 200 bags they requested and the defendant agreed and bought the 200 bags at the rate of N14, 000 per bag. They then gave the person from Saminaka the 200 bags and he left. Then the remaining balance of the fertilizer was reduced to 500 bags.

The 1st plaintiffs stopped reaching the defendant on phone which made them to file a report at Area Commander's Office for Criminal Breach of Trust in Funtua.

PWI continued that at the Area Commander Funtua Office, the defendant came along with his elder brother and a lawyer and sought for settlement. The defendant agreed to pay N14, 000 per bag as there was no fertilizer in the market then. He stated further in his testimony that the defendant after the said settlement paid them part of the money and the balance is N1, 650, 000 and said he will pay them in ten (10) months' time but the defendant filed an action before High Court Funtua claiming that he was harassed by the plaintiffs using Police. PW1 was cross examined.

PWII who is the 2nd plaintiff in his testimony told the court that he knew the defendant and that they gave the defendant a Truck load of Fertilizer Urea and when they went to take it later they realised he sold it off. That he sold out the fertilizer without their knowledge.

Then one day the owner wanted 200 bags and when they met the defendant he bought 200 bags and told them that he has fertilizer and it is on its way and then he will give them but kept making promises and keeps failing which made them to take the matter to the police. He said at the police station the relatives of the defendant came along with his lawyer and they plead for the matter to be settled amicably and the police told them to go out. He stated at the time fertilizer is being sold at N16, 000 but they agree to leave the price at N14, 000 and the total of the 500 bags remaining amounted to N6million. Then the defendant gave them N4million and promise to pay back N2million. PWII continued that they initially borrowed the sum of N300, 000 to pay for transport and the sum of N50, 000 for storage. Then after calculation the balance become N1, 650, 000. Then he promised to pay but failed. Then they reported him to the Emir and he was called and he also made another undertaking. Then lodged a case before High Court No.2 Funtua and one day the court entered judgement and they appealed the decision to the Court of Appeal. PWII concluded his testimony by urging the court to help them collect their money from the defendant and he was cross examined.

With PWII the plaintiffs closed their case and the defendant opened his defence.

The defendant testified in his defence. In his testimony he told the court that he spent about (2) years doing business with the 1st plaintiff that the plaintiff usually brings goods to him and he sells for him and there was never a problem. He said one day the plaintiff brought 700 bags of fertilizer and same were offloaded. Then he gave the plaintiff the sum of N300, 000 on credit to settle the driver. After the inquiry was made on the price of fertilizer, discover that the selling price at that time was N10, 200 – N10, 500 and that the plaintiff said he will not sell at that rate but later told him if the police reach the sum of N11, 000 he should sell. The defendant continued that sometimes his boss sent him on a business trip and he left the gods to one Shafiu to sell if the price reaches N11, 000 and that if the 1st plaintiffs come they should call him on phone. He said the price reached N11, 000 and the fertilizer was sold but when the 1st plaintiff Zayyana came he

refused to collect the money and that the said 1st plaintiff told him he only gave him the fertilizer to keep for him. Then he requested for 200 bag of fertilizer and insist that the defendant should buy for him and that the defendant brought it at the cost of N14, 000 per bag. DWI continued that after his marriage the 1st plaintiff came with police officers. That he reported to the police that he gave the defendant goods and the defendant sold off the goods without his consent. Then he was forced by the police to pay the plaintiffs N5.3million and that money is N4.9million which means he has a balance of N400, 000 with them. DWI continued that he was forced to write an undertaking to balance them N1, 650, 000 and thereafter they took him to Emir's palace and he was not allowed to talk but was just ordered to pay them N1, 650, 000 and he was told to make an undertaking or the police will be directed to go and lock him up. He then become afraid that if he did not undertake to pay the police will be directed to lock him up. He then made an undertaking and went and filed a suit against them before the High Court for the treatment they gave him and the High Court ordered them to pay me N1million. They came and instituted this action before this court. DWI was cross examined.

DWII testified as the 2nd defence witness. In his testimony he gave his name as Shafiu Ibrahim, a 28 years old businessman who lives at Funtua. In his testimony he told the court one day he was sitting with the defendant in the shop when the 1st plaintiff brought 700 bag of Urea Fertilizer and was offloaded then the 1st plaintiff collected the sum of N300, 000 (Three Hundred Thousand Naira) from the defendant to pay the truck driver. Then the 1st plaintiff asked the price of fertilizer and he was told about N10, 500 or N10, 200. The 1st plaintiff later came back and said if the price reaches N11, 000 they should sell the fertilizer. Then after sometime their Boss sent the defendant to Benin to buy some goods and that the defendant told him that the 1st plaintiff instructed that if the price reach N11, 000 they should sell the fertilizer and that after sometime he called the defendant and informed him that price of fertilizer is N11, 000 and the defendant told him to sell and he sold it. He said one day the 1st plaintiff came but he was told the defendant travelled. That later the

1st plaintiff came and requested for 200 bags and the defendant told him the fertilizer was sold at N11, 000 but now the price is N14, 000 and PWI insist that 200 bags be given to him and the total of the 200 bags amounted to N4, 900, 000. Then later, he heard the 1st plaintiff sent police to arrest the defendant and he was ordered to pay N5million and then it became apparent the plaintiff is supposed to pay the defendant N4, 000, 000 (Four Million Naira).DWII was cross examined.

With DW2 the defence closed his defence and filed the Defendants Final Address dated 9th September, 2024 counsel to the plaintiffs in response filed the Claimants Final Address dated 27th September, 2024 then finally the defendant filed the Defendants Reply to Claimant's Final Address which is dated the 8th October, 2024. The addresses were adopted by the respective counsel on the 9th October, 2024.

In his final address, counsel to the defence raised three (3) issues for determination as follows: -

1. Whether the defendant has succeeded in proving his counter claim by preponderance of evidence.
2. Whether the defendant as the claimant's agent can be said to be liable for loss while in compliance with a clear instruction.
3. Whether the claimants have succeeded in proving their case.

On the 1st issue which counsel answered in the positive in his submission, counsel to the defendant stated that the evidence presented by the defence is unchallenged and cite the case of ADA VS THE STATE (supra) and AMAKA VS THE STATE (supra). On admission, counsel cite S: 133 Evidence Act, 2011 and submit that admission need not to be proved. Counsel then cite the case of BENDEL PILGRIM BOARD VS IRAWO (supra).

On issue No.2 counsel to the defendant answered same in the Negative and submit that the defendant acted as agent to the plaintiffs. Counsel then cite the case of DANJUMA VS SCC (NIG) LTD (supra).

On the 3rd issue, the counsel to the defence submit that the claimant's witnesses cannot be said to prove the claim of the claimants having been challenged and contradicted. Counsel finally cite S: 131 (a) Evidence Act, 2011 in support of his submission and finally urged the court to dismiss the claimants claim and grant the defendant's counter claim, then cite the case of MAKARFI VS POROYE (supra).

In response to the defendant's final address. Learned counsel to the plaintiffs raised two (2) issues for determination as follows: -

1. Whether the defendant final address is proper before the court.
2. Whether the claimants have proved their case on balance of probability to be entitled to the relief sought."

On the 1st issue, counsel to the claimants posited that the defendant final address has not been filed and as such the best the court can do is to discountenance same. Counsel then cite the case of P.C.N VS ETIM (supra)

On the second issue, counsel to the plaintiffs submit that the plaintiffs have proved their case then cite the case of OMOSEEBI & ORS VS BAKARE & ORS (supra) and submit further that going by evidence of PWI & 2 and EXHS 1, 2 and 3A the defendant acted without the consent of the plaintiff. Counsel then cite the case of ODUNLAM VS NIGERIA NAVY (supra)and the case of INTERDRILL (NIG) LTD & ORS VS UBA PLC (supra)and the case of KIMDEY & ORS VS MILITARY GOVERNOR GONGOLA STATE & ORS (supra).

Counsel to the plaintiffs submit further that failure of the defendant to cross examine PWI & II on EXH 3A amounts to tacit acceptance of the evidence of PWI & II which is confirmed by EXH 3A. Counsel cite the case of DUNKWU VS OAR (NIG) LTD (supra) the case of GAJI & ORS VS PAYE (supra) and the case of DAGGASH VS BULAMA (supra). Counsel also on corroboration cite the case of

DANLADI VS THE STATE (supra) & submit that the evidence of PWI & II corroborate each other and further submit that the evidence of DWI support the case of the plaintiffs then cite the case of AKAOLISA VS AKAOLISA (supra) and the case of IBRAHIM VS YAHAYA (supra) and also the case of ADEOSUN VS GOV OF EKITI STATE & ORS. (supra).

Counsel to the claimants submit further that there is no agency relationship between the parties as the defendant never stated that he is an agent of the claimants. Counsel finally cite the case of DANJUMA VS S.C.C (NIG) LTD (supra) and finally urged the court to enter judgement on behalf of the claimants and to dismiss the counter claim of the defendant for lacking in merit and frivolous.

In the defendants reply to claimants' final written address learned counsel to the defendant submit that the defendant final address was legally filed in compliance with the relevant laws and necessary fees have been paid. Counsel refer to S: 31 EA & the case of ONIE VS IGHWI (supra) and urge the court to resolve this issue in favour of the defendant. Counsel also submit that the claimants final written address is not proper before the court as no seal and stamp was fixed on same as required by Rule 10 (1) RPC and finally urged the court to discountenance the final written address of the claimants for failure to have any effect before this court.

I have meticulously gone through the evidence presented before this court Viz the evidence of the plaintiffs through PWI & PWII and Exhibits 1, 2, 3A & 3B before this court as well as that of the defendant through DWI & DWII and I have noted the written addresses by both counsels. But before I proceed, I find it beneficial to state that during the pendency of this suit this court did not sit on rumours occasions due to public holiday official leave and other official functions due to exigencies of duty for instance: - Democracy day 12th June, 2024, Eid – El Kabir on 17th & 18th June, 2024. The public holiday declared by the Katsina State Government commemorating the beginning of the New Islamic Year on 8th July, 2024. The Presiding Principal District Judge of this court embarked

on his annual leave from 10th June – 11 July, 2024. The Presiding Judge also participated in the following workshops/Training of Associate Training Programme of the Nigerian institute of Chartered Arbitrators from 15th – 17th & 31st July, 2024 and The Biennial National Workshop on Child Protection and Justice Administration from 19th – 21st August, 2024 among a host of others.

Now going back to the case at hand. The law is trite that the standard of proof required in civil cases is discharged based on the balance of probabilities or on preponderance of evidence and it is the duty of the trial court to weigh the evidence before it on an imaginary scale of justice before making a decision. See the case of IYAMU VS ALONGE (2007) L.P.E.L.R 8089 (C.A) see also the case of PCN VS LAMLEX PHARMACY (NIG) LTD & ORS (2018) LPELR 44686 (C.A) Page 25 – 26 Paras E – C and the case of KWAJAJA VS SAMOURIS (2002) 7 NWLR (Pt 765) 78. For the purpose of this judgement, I have formulated three (3) issues for determination which will no doubt be the focal point of this judgement. The issues are as follows: -

WHETHER THE DEFENDANT AND THE CLAIMANTS FINAL ADDRESSES ARE PROPERLY FILED BEFORE THIS COURT.

WHETHER THE CLAIMANTS HAVE PROVED THEIR CASE BASED ON PREPONDERANCE OF EVIDENCE AS REQUIRED BY LAW

WHETHER THE DEFENDANT HAS PROVED HIS COUNTER CLAIM AS REQUIRED BY LAW

ISSUE 1

On the 1st issue which borders on final addresses by both counsels. I will first of all start with the provision of the Constitution of the Federal Republic of Nigeria 1999 as amended which gave legal backing to a final address.

Section 294 (1) CFRN 1999 as amended provides: -

“Every court established under this constitution shall deliver its decision in writing not later than ninety days after the conclusion of evidence and final addresses and furnish all parties to the cause or matter determined with duly authenticated copies of the decision within seven days of the delivery thereof.”

With the provision above, it is incumbent upon a trial court to accord parties the opportunity to present their final addresses before it delivers judgement unless a party decides to waive his right to do so. This clearly shows the importance of written address is not in doubt in the legal parlance. See the case of SANUSI VS GIDIYA (2006) LPELR – 9808 see also the case of UNION BANK OF NIGERIA VS NWANAJAO (2012) LPELR – 7914 (C.A) and the case of AKABOGU VS AKABOGU (2003) 9 NWLR (PT 826) 445.

In this case, both counsels challenged each others written final addresses citing one reason or the other. Counsel to the claimants in his submission stated that the defendants final address was not filed before this court as prescribed fees were not paid and as such the court cannot act on it counsel cite the case of PCN VS ETIM (supra) and urge this court to discountenance same.

On the other part, counsel to the defendant in his reply address to claimants final address submit that they have complied with the law and cite S: 31 E.A 2011 and the case of ONIE VS IGWI (supra) counsel then made a cross submission where he submitted that it was the claimants final written address that was not properly filed before the court as the stamp and seal were not affixed on it in compliance with Rule 10 (1) R.P.C.

I have carefully gone through the submission of both counsel on this issue and have noted the provision of Rule 10 R.P.C and other authorities cited therein. Having perused the final written addresses before me, I could not find any defect as claimed and submitted by both counsels. The final written addresses were properly filed and

each has the stamp and seal affixed by respective counsel in compliance with extent laws.

I therefore hold that the cross allegation of none compliance raised by both counsel in respect of their final written addresses has each hit a brick wall & have obviously failed and I so hold. I therefore answer the 1st legal question in the AFFIRMATIVE.

ISSUE 2

In resolution of the second issue raised for determination by this court, It is pertinent to note that the plaintiffs claim before this court is for the sum of N1, 650, 000 (One Million Six Hundred & Fifty Thousand Naira) being the outstanding payment due to the plaintiffs/claimants as a result of the fertilizer (700 bags) supplied to the defendant by the plaintiffs/claimants.

As stated earlier, it is trite that the general burden of proof in civil cases lies on the plaintiff or claimant who is the initiator of the claim. See the case of *IYAMU VS ALONGO* (supra). It is also the principle of law that he who asserts must prove. On this, see the case of *ACTION ALLIANCE & ORS VS INEC* (2019) LPELR. 49304 (C.A)

The plaintiffs having sought a relief from this court, it is the requirement of the law that the plaintiffs/claimants must succeed on the strength of their own case and not on weakness of the defence. See the case of *OKONJO VS NWAUKONI* (2018) LREL 44839 (C.A) See also *ALAO VS AKANO* (2005) LPELR. 409 (SC)

In this case, all the witnesses that testified before this court all testified to the fact that the claimants took seven hundred (700) bags of fertilizer to the defendant to sell for them. It is also in evidence that the parties have carried out series of business transactions together before the misunderstanding that gave birth to this case occurred. However, disagreement ensued after the defendant sold out the said seven hundred (700) bags of fertilizer at the cost of N11, 000 per bag and he stated that it was the 1st claimant that gave him instruction to do so. This however did not go down well with the 1st claimant who denied giving such instruction. This disagreement caused them to end

up in the police station (Area Commander's Office Funtua) but before then, two hundred (200) bags of fertilizer were bought by the defendant at the rate of N14, 000 and given back to the plaintiffs on their request. Counsel to the defendant in his final written address posited that the defendant acting as the claimant's agent cannot be liable while complying with the directives of the claimants. Counsel cite the case of DANJUMA VS SCC (NIG) LTD (supra) while counsel to the claimants in his response stated that there is nowhere in the testimony of the defence where it was stated that he is an agent of the claimants and also cite the case of DANJUMA VS SCC (NIG) LTD.

It was held in the case of MAKARFI VS POROYE (supra) that a court's decision must be based on law and evidence and in keeping with sound legal principles. With this in mind I will proceed with the evaluation of evidence. A careful perused of the evidence before this court particularly EXH 3A which is a voice recording of a conversation between the claimants and the defendant. This piece of evidence is unchallenged and uncontradicted as the defendant confirmed that it was his voice therefore corroborating it. On position of the law regarding an unchallenged and uncontradicted evidence, see the case of ADA VS STATE (supra) and AMALIA VS STATE (supra) see also the case of CHIEF SUNDAY OGUNYADE VS SOLOMON OLUYEMI & ANOTHER S.C 364/2002. The defendant in his testimony before this court told this court the opposite of what he stated in EXH 3 this in my view is an afterthought. PWI & PWII were consistent in their testimonies that the defendant sold off the 700 bags without their consent as he claimed he did not communicate to them at that material time due to none availability of mobile network. DWII in his testimony stated that the 1st plaintiff/claimant said the fertilizer should be sold if it reaches N11, 000 but later in his testimony told the court it was the defendant who told him that it was the 1st plaintiff who directed him to sell the fertilizer if it reaches N11, 000. This is clearly a contradiction which eventually amounted to hearsay. And hearsay is inadmissible in evidence. See sections 37 and 38 Evidence Act 2011 as amended. See also the case of JAMB VS

ORJI (2008) 2 NWLR (Pt. 1072) 552 in the case of NWOFOR VS OBIEFUNA (2011) 1 NWLR (PT. 1227) 205 CA. Where it was held that a piece of evidence that is hearsay is not reliable and should be rejected by the court. See also the case of HANI AKAR ENT. LTD VS I.N.M.B LTD (2011) 1 NWLR (PT. 1228). Therefore, the evidence of DWII in respect of this issue stands rejected.

The admission of the defendant in respect of EXH 3A is no doubt a confirmation of the actual position of the whole matter and he later decided to make U – TURN when he testified as DWI. With the above, I am of the considered view and I so hold that the plaintiffs/claimants have discharged the burden placed on them by law.

I so hold that the plaintiffs/claimants are entitled to the reliefs sought Viz the sum of N1, 650, 000 as the outstanding balance to be paid by the defendant as clearly indicated in EXH 2 which was admitted in evidence without any form of challenge from the defence. I therefore answer the 2nd legal question in the AFFIRMATIVE.

ISSUE3

On the third issue, the defence made a counter claim of the sum of N1, 000, 000 awarded to him by High Court Funtua and the sum of N400, 000 as his balance which he wants the claimants to pay him based on his calculations. It is pertinent to note that on the counter claim of the sum of N1, 000, 000 awarded to the defendant by High Court Funtua, this court is inferior to the High Court and the said N1, 000, 000 awarded cannot be enforced in an action under the Small Claims Procedure but same will be enforced by the High Court that granted same. Consequently, this court has no jurisdiction in respect of the One Million Naira (N1, 000, 000) awarded to the defendant by High Court Funtua.

On the second counter claim of N400, 000 (Four Hundred Thousand Naira) which was claimed by the counter claimant, at this point has no legs to stand on its own. This is due to the fact that it was hinged on a calculation made by the defendant to wit he paid N5, 000, 000 instead of N4, 900, 000 and that the claimants collected the sum of N300, 000

to settle the driver. This has been neutralised by evidence before this court particularly EXH 2 which is the undertaking that was never challenged by the defence at the time it was tendered by the plaintiffs/claimants in open court. It was held in the case of FIRST BANK OF NIGERIA LTD VS MR ABIODUN OLADIPO OLATUNJI (2018) NICN/CA/57/2017 that A Counterclaim is a separate and distinct action and a counter claimant like all other claims, must prove his claim against the person counterclaimed before he can obtain judgement on the counter claim. See also DABUD VS KOLO (1993) 9 NWLR (PT. 317) 254. The case of OBMIANI BRICK & STONE (NIG) LTD VS A.C.B LTD (1992) 3 NWLR (PT. 229) 260 and the case of OGBONNA VS A.G IMO (1992) 1 NWLR (PT. 229) 647. A counter claimant must present or adduce sufficiently cogent and admissible evidence in proof of his counterclaim without which he will not be entitled to the relief sought. See FIRST BANK OF NIGERIA LTD VS MR ABOIDUN OLADIPO OLATUNJI (supra). Therefore, from the totality of evidence before this court I am of the view that the counterclaimant has failed to discharge the burden placed on him by law and i therefore answer the third issue in the NEGATIVE.

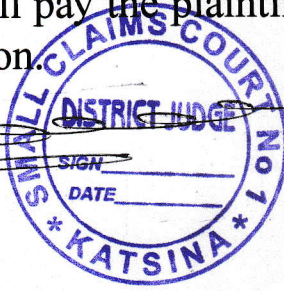
Consequently, the counterclaim before this court in its entirety has failed and I accordingly dismiss same. I have seen the demeanour of all the witnesses that testified in this case and same has helped me in making this decision.

Having resolved the 2nd issue in favour of the plaintiffs/claimants, judgement is therefore entered in favour of the claimants/plaintiffs as follows: -

1. The defendant shall pay the plaintiffs/claimants the sum of N1, 650, 000 as the outstanding balance in respect of the seven hundred (700) bags of the said fertilizer.

2. The defendant shall pay the plaintiffs/claimants the sum of N34,000 as cost of action.

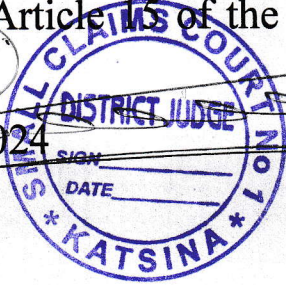
Signed: 23-10-2024



APPEAL

Any party not satisfied can appeal to the High Court within 14 days as provided under Article 15 of the Practice Direction on Small Claims 2023.

Signed: 23-10-2024



REPRESENTATION

T. Sagir for the Plaintiffs/claimants

Mahadi Abdulsalam for defendant

Signed: 23-10-2024

REGISTRAR

Zahra'u Musa Danladi esq.

IN THE PRINCIPAL DISTRICT COURT OF KATSINA STATE
IN THE KATSINA DISTRICT
HOLDEN AT SMALL CLAIMS COURT NO.1 KATSINA
ON 25TH DAY OF SEPTEMBER, 2024

SUIT NO. SCC/KT/009/2024
BEFORE HIS HONOUR: ABDULKARIM AHMED UMAR ESQ

BETWEEN

SAMINU ALIYU DANKAMA..... PLAINTIFF

AND

ABUBAKAR SIFYANU.....DEFENDANT

JUDGEMENT

The Plaintiff in this case filed this action via small claims procedure by filing Form SCA1 at first instance on the 7th day of August, 2024. Then later filed forms SCA2 and 3 both on the 27th day of August, 2024.

The Plaintiff's claim against the Defendant is for the sum of N2,050,000 (Two million fifty thousand naira only) for the scrap materials business between the parties which has failed.

The Defendant did not file a response up to the time his chance to do so elapsed, but initiated settlement through his counsel Mr. MD GITTICK.

Today being the 25th day of September, 2024, Counsel to the Plaintiff Mr. A. A. MURTALA informed the court that they have settled amicably and have filed the terms of settlement dated 23rd September, 2024 and seek to adopt same to be the consent Judgement of this court.

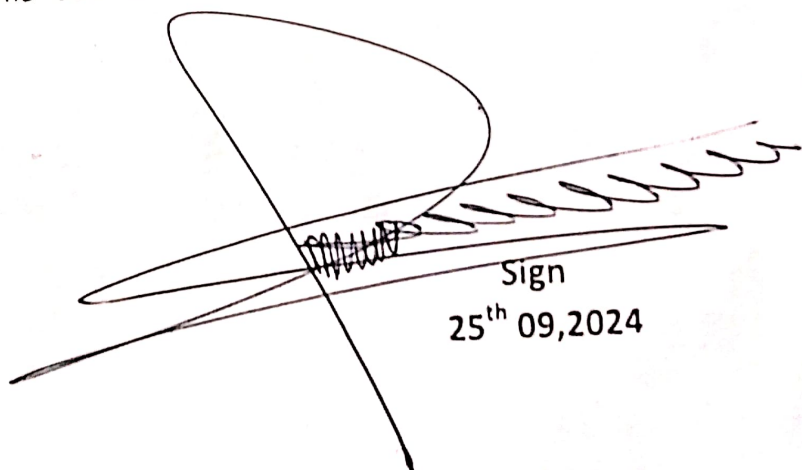
On part of the Defense, Mr. M D GITTICK informed the court that they also seek to adopt same to be made Judgement of the court.

Contents of the terms of settlement indicates that: -

1. The Defendant acknowledge owing the Plaintiff the sum of N2,050,000
2. The Defendant agreed to pay the Plaintiff by depositing the sum of N100,000 (One hundred thousand naira) monthly for a period of 20 months commencing from 15th October, 2024

It is pertinent to note that the settlement reached by the parties which gave birth to the said terms of settlement is well within the provision of Article 10(1) P.D.S.C 2023.

Consequently, the said terms of settlement dated the 23rd of September, 2024, signed by the parties is hereby adopted as prayed by the parties through their respective counsel and same is accordingly made the judgement of this court. This is in accordance with Article 10(1) P.D.S.C 2023.

A large, stylized handwritten signature in black ink, consisting of a large loop at the top and several horizontal strokes below.

Sign
25th 09, 2024

IN THE PRINCIPAL DISTRICT COURT OF KATSINA STATE
IN THE KATSINA DISTRICT
HOLDEN AT SMALL CLAIMS COURT 1 KATSINA

BEFORE: HIS HONOUR ABDULKARIM AHMED UMAR ESQ.

SUIT NO: S.C.C1/KT/001/2024

Date: 30TH APRIL, 2024

MUBARAK ABUBAKAR RUMAH

PLAINTIFF

AND

UMMI YAHAYA

DEFENDANT

JUDGEMENT

The plaintiff instituted this action under the *Small Claims Procedure* by filing *Small Claims Form, SCA 1, SCA 2 & SCA 3* respectively in compliance with the practice directions of small claims particularly *Articles 2 (1) (a) (b) (c) (d), (2) and (3) 2023*.

The plaintiff claims against the defendant is stated hereunder:-

1. *The sum of N130, 000(One Hundred & Thirty Thousand Naira) being his outstanding balance of which was withheld by the defendant for their monthly contribution (Adashe) which was concluded since.*

The defendant in this suit was adequately served and is therefore aware of the claim against her but failed to appear or at least give a reason for her absence talkless of sending a representative. This court however, proceed to hear the case pursuant to *Article 9 (2) P.D.S.C 2023*.

The plaintiff opened his case on the 30th day of April, 2024 and called two (2) witnesses to wit (1) *Rayya Bature* a 35 years old businesswoman who deals in

Groundnut oil extraction and (2) *Bature Garba* who is a 39 years old driver. They all testified on the 30th day of April, 2024.

They testified as **PWI** who is the first and the later testified as **PWII**. The plaintiff then closed his case.

The defendant as I stated earlier was aware and failed to put a defence in this suit. As the defendant was served by the bailiff of this court Mr Rabiuh Bishir and I have seen the proof of service and the affidavit of service contained in *Form SCA 6* along with a sworn of service deposed to by the said bailiff.

It is trite law that in civil cases, facts are proved based on the preponderance of evidence or based on balance of probability. See *Agagu Vs Mimiko* (2009) NWLR (Pt 1140) 223. In this case, it is only the evidence of the plaintiff which is unchallenged. The position of the law is that if an evidence is unchallenged it remains good and credible evidence which should be relied upon by the court. See the case of *Monkom Vs Odili* (2010) 2 NWLR (Pt 1179) 419 at 442.

Having gone through the evidence put forward by the plaintiff before this court and having noted there is nothing put forward by the defendant, judgement is hereby entered in favour of the plaintiff against the defendant as follows: -

- 1- *The plaintiff is to recover from the defendant the sum of N130, 000 as the amount due to him for the monthly contribution (Adashe) AND the sum of N3,400 as the amount incurred for prosecuting this case.*

APPEAL

Any party not satisfied can appeal to the High Court within 14 Days.

Plaintiff in court speaks Hausa

Zulaihatu M. Danladi Registrar affirms to interpret.

**IN THE PRINCIPAL DISTRICT COURT OF KATSINA STATE
IN THE KATSINA DISTRICT
HOLDEN AT SMALL CLAIMS COURT 1 KATSINA**

BEFORE: HIS HONOUR ABDULKARIM AHMED UMAR ESQ.

SUIT NO: S.C.C1/KT/003/2024

Date: 07TH MAY, 2024

BETWEEN

MANSIR HAMISU

PLAINTIFF

AND

HAMZA SALEH MARINI

DEFENDANT

Parties absent in court

M.T STEPHEN for the defendant

M.T STEPHEN: This case is slated for mention we have filed our reply to the plaintiffs claim since on the 6th Day of May 2024. The plaintiff is absent I don't know if there is any communication.

Registrar: The plaintiff's counsel called and informed me she is before CMCI.

M.T STEPHEN: In the interest of justice we apply for a date.

Court: In the interest of justice this case is adjourned to 13 – 05 – 2024 for mention.

Signed:

07-05-2024

13 – 05 – 2024

SCC/KT/003/2024

MANSIR HAMISU VS HAMZA SALEH MARINI

Parties absent in court

M.T STEPHEN for the defendant

M.T STEPHEN: The case is slated for mention. However, the plaintiff is not in court and was absent on the last date I don't know if there is any correspondence.

Court: Is there any correspondence?

Registrar: No correspondence

M.T STEPHEN: Issues have been joined in the absence and appearance from the plaintiff or his counsel we shall be urging the court to dismiss the suit with cost of **N100, 000 (One Hundred Thousand Naira)** for wasting time of the court.

RULING

The defence counsel **MR. M.T STEPHEN** applied for this suit to be dismissed with cost of **N100, 000** against the plaintiff for none appearance. It is a well-established principle of law that when a plaintiff fails to appear without any valid reason it behoves the court to strike out his case. This is also the position of **Article 9 (3) P.D.C.C Katsina State 2023**. As such in this instance I am left with no option other than to consider the application made by the counsel to the defence in part.

Consequently, this case is hereby stroke out and a cost of **N5, 000** is hereby awarded to the defendant against the plaintiff.

Signed: 

13-05-2024

IN THE PRINCIPAL DISTRICT COURT OF KATSINA STATE
IN THE KATSINA DISTRICT
HOLDEN AT SMALL CLAIMS COURT 1 KATSINA

BEFORE: HIS HONOUR ABDULKARIM AHMED UMAR ESQ.

SUITNO: S.C.C1/KT/002/2024

Date: 29TH APRIL, 2024

MAKERA MOTELS

PLAINTIFF

AND

ALH SULE Y.

DEFENDANT

JUDGEMENT

The plaintiff having confirmed the terms of settlement dated 29th day of April, 2024 which is in accordance with *Article 10 (1) of P.D.S.C of Katsina State 2023*. The said terms of settlement is hereby adopted and is accordingly made the judgement of this Honourable Court under *Article 10 (2) of the P.D.S.C of Katsina State 2023*.

Signed;

29-04-2024

**IN THE PRINCIPAL DISTRICT COURT OF KATSINA STATE
IN THE KATSINA DISTRICT
HOLDEN AT SMALL CLAIMS COURT 1 KATSINA**

BEFORE: HIS HONOUR ABDULKARIM AHMED UMAR ESQ.

SUIT NO: S.C.C/KT/003/2024

Date: 9th September, 2024

ALHAJI ALIYU ATTI

PLAINTIFF

AND

MR EMA

DEFENDANT

JUDGEMENT

The plaintiff filed this action on the 19th day of April, 2024 under the Small Claims Procedure by filing *Small Claims Forms S.C.A 1, SCA 2 and SCA 3* in compliance with *Article 2 (1) (a) (b) (c) (d), (2) and (3)* of the *Practice Direction on Small Claims, 2023*.

The plaintiff's claim against the defendant as par Form SCA2 is as follows: -

- 1. The sum of One Million, Three Hundred & Fifty Thousand Naira (N1, 350, 000) being his outstanding balance which was withheld by the defendant as a result of the car business between the parties which has failed.*
- 2. The total sum of N24, 500 as cost of action.*

The case was earlier struck out on the 13th day of May, 2024 due to absence of the plaintiff and was later refiled and relisted on the 21st day of May, 2024.

It is pertinent to state that within the period of 21st May, to date, two (2) Public Holidays were declared by the Federal Government as follows: -

** Democracy Day on 12th June, 2024*

** Eid- el Kabir on 17th & 18th June, 2024*

Then the Public Holiday declared by the Katsina State Government commencing the beginning the Islamic New Year on 8th day of July, 2024. The Presiding District Judge of this court also embarked on part of his annual leave from 10th June; to 11th July, 2024 and throughout the period the court did not sit as a result.

The defendant filed a reply dated 29th day of July, 2024 via form SCA 5 in which he raised issue of statute of limitation also that there was settlement at Upper Sharia Court No.1 Katsina.

On the 3rd day of September, 2024 this court adjourned this case to 8th - 09-2024 for Definite hearing and the court ordered that hearing notice be served on the defendant which was effected by the bailiff of the court as shown on the proof of service dated the same 3rd September, 2024 and acknowledged on the same 3rd September, 2024.

However, on 6th September, 2024 a letter of adjournment dated 6th March, 2024 and filed on 5th September, 2024 was sent to this court and received by the Registrar. The author of the letter Sylvia Solomon (miss) the litigation secretary of the law office of the defendant's counsel stated that they were served with hearing notice on 4th September, 2024 whereas the proof of service shows the same Sylvia Solomon acknowledged same on the said 3rd - September, 2024. The letter was objected to by learned counsel to the plaintiff and his objection was sustained for obvious reasons and since the case was

adjourned for definite hearing. The court allowed the plaintiff to present his evidence as prayed by counsel to the plaintiff which is in accordance with **Article 9 (2) PDSC 2023 Katsina State.**

The plaintiff opened his case on 6th September, 2024 and gave his as Alhaji Aliyu Atti, a 60 years old Businessman who lives at Rafindadi Quarters Katsina. He testified as PWI. In his testimony he told the court that sometimes in the month of March, 2014, the defendant approached him and introduced a business that the defendant will go to Germany to buy cars and he agreed and gave the defendant a total of Eight Million Two Hundred & Fifty Thousand Naira (N8, 250, 000). But in the year 2015 the defendant brought a Trailer head at the cost of N2, 650, 000 as the initial agreement is to bring Four (4) Trailer heads. PWI continued that the defendant brought a small tipper but that he rejected and the defendant sold it and paid him N2, 290, 000 (Two Million Two Hundred & Ninety Thousand Naira) and later he (plaintiff) took the case before Upper Sharia Court 1 Katsina and settlement was initiated by the judge and that the judge told him he has no jurisdiction to try the case but settlement was made and that the plaintiff was given the defendants car and that a balance of N1, 350, 000 will be paid to the plaintiff by the defendant of which a letter of undertaking was prepared and the parties signed the letter. The letter of undertaking is EXH1 before this court PWI finally stated in his testimony that the defendant refused to pay him and he went to Multi-door court for settlement and it was deadlocked then he came before this court and instituted this action.

With **PWI**, the plaintiff closed his case. It is trite law that in civil cases, facts are proved based on preponderance of evidence. See the case of ABISI VS

EKEALOR (1993) NWLR (PT302) 643 see also the case of MRS BETTY DAREGO VS AG LEVENTIS(NIGERIA)LTD AND 3 ORS LER (2015)CA/L/481/2011

Consequently, having considered the oral evidence before this court and after a careful perusal of the exhibit before me, I am of the considered view and I so hold that the plaintiff has discharged the onus placed on him by law.

Judgement is therefore entered in favour of the plaintiff against the defendant as follows: -

1. The defendant shall pay the plaintiff the sum of N1, 350, 000 as the balance due to the plaintiff.
2. The sum of N24, 500 (Twenty-Four Thousand Five Hundred Naira) as cost of action.

APPEAL

Any party not satisfied can appeal to the High Court within 14 Days.

Signed: 09-09-2024

Parties absent in court
Representatives
N.A Mai-maje: For the claimant

**IN THE PRINCIPAL DISTRICT COURT OF KATSINA
STATE**

**IN THE KATSINA DISTRICT
HOLDEN AT SMALL CLAIMS COURT
NO.1 KATSINA**

11th DAY OF DECEMBER, 2024

BEFORE HIS HONOUR: ABDULKARIM AHMED UMAR ESQ, ACArb

SUIT NO: SCC/KT/012/2024

BETWEEN

AL-BABELLO TRADING COMPANY LIMITED

VS

LYDIA BUHARI

JUDGEMENT

The Plaintiff in this case filed this suit under the small claims procedure on the 2nd Day of October, 2024 and as a result, Form SCA 1 which is the letter of demand was issued and same was served on the Defendant on the 4th Day of October, 2024. Later, the Plaintiff filed forms SCA 2 and SCA 3 both dated the 28th Day of October, 2024 and were all served on the Defendant.

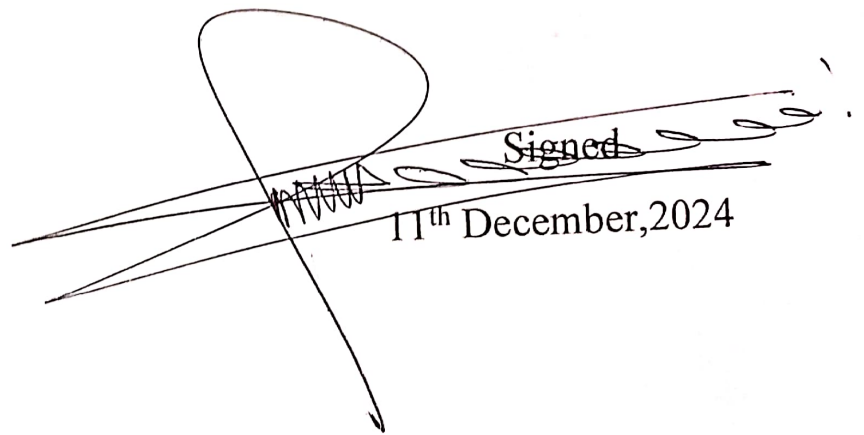
The plaintiff's claim against the Defendant as per Form SCA 2 is for the sum of N193,381.00 (One hundred and ninety-three thousand, three hundred and eighty-one naira). The amount due to the Plaintiff is as a result of a business transaction between the parties where goods were supplied to the Defendant by the Plaintiff.

The Parties however, opted to settle the matter amicably and the sum of N135,380 (One hundred and thirty-five thousand, three hundred and eighty naira) was agreed upon by the parties as the total sum the Defendant is owing the Plaintiff and the Defendant promised to pay

the Plaintiff. This was confirmed by the parties in open court today being the 11th Day of December, 2024 and the learned counsel to the Plaintiff applied to the court to adopt the terms of settlement as the Judgement of the court. The Defendant also agreed to the request of the Plaintiff's counsel.

It is worthy of note that the settlement reached by the parties is well in accordance with the provision of Article 10 (1) P.D.S.C 2023

Consequently. The said term of settlement is hereby made the judgement of this court in accordance with Article 10 (1) P.D.S.C 2023.

A large, stylized handwritten signature in black ink, consisting of a large loop at the top and several sweeping strokes below.

Signed

11th December, 2024

**IN THE PRINCIPAL DISTRICT COURT OF KATSINA
STATE**

**IN THE KATSINA DISTRICT
HOLDEN AT SMALL CLAIMS COURT
NO.1 KATSINA**

17th DAY OF DECEMBER, 2024

BEFORE HIS HONOUR: ABDULKARIM AHMED UMAR ESQ, ACArb

SUIT NO: SCC/KT/017/2024

BETWEEN

ABDULSALAM MANAGER

VS

SAGIR SAITI

JUDGEMENT

The Plaintiff filed this case under the small claims' procedure on the 21st Day of November, 2024 by filing form SCA1 on the same date. Later, on the 10th Day of December, 2024, the Plaintiff filed forms SCA2 and SCA3 dated 10th December, 2024.

The Plaintiff's claim against the Defendant as indicated in form SCA2 is for the sum of N75,550 (Seventy-five thousand five Hundred and Fifty Naira) out of the total sum of N80,450 (Eighty Thousand Four Hundred and Fifty Naira) for the food items supplied to the Defendant by the Plaintiff in the year 2022 which the Defendant refused to pay.

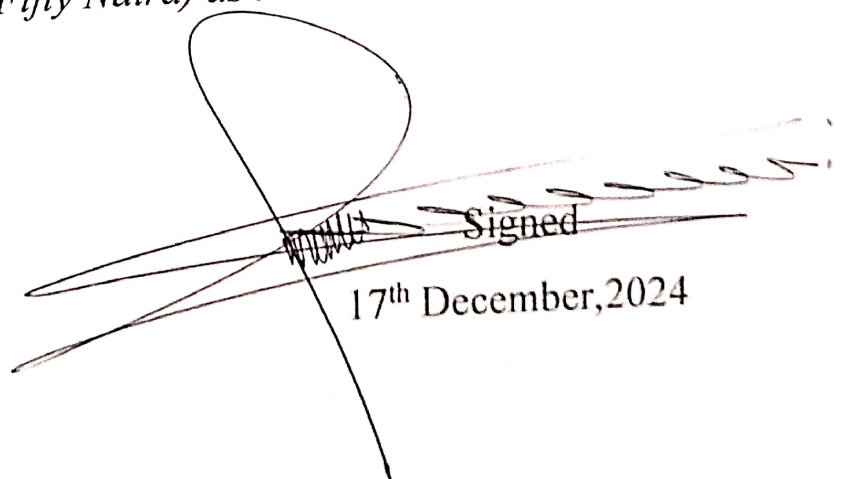
The Defendant admitted he is owing the Plaintiff the stated sum in open court and therefore has no defense.

In civil cases, the burden of proof is on the Plaintiff and same is discharged base on the balance of probability or preponderance of evidence. See the case of **ACTION ALLIANCE AND OTHERS VS INEC (2019) L.P.E.L.R 49304 (CA)** and the case of **ALAO VS AKANO (2005) L.P.E.L.R 409 (SC)**.

Based on the record of this court, the Defendant admitted owing the Plaintiff the stated sum of N75,550 (Seventy-five thousand five Hundred and Fifty Naira) this is no doubt an admission and the general principle of law is that facts admitted need not be proved. See Section 20 Evidence Act and the case of **VICTABIO VENTURES LTD VS W. VAN DER ZWAN & Z.N.B.V (2009) ALL FWLR. (Pt.490) 756 CA**.

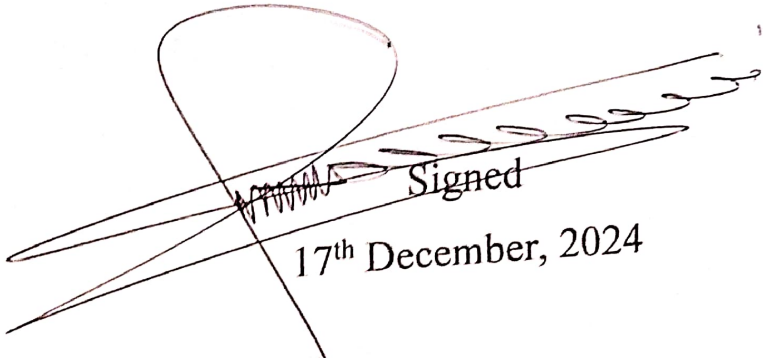
It is my humble view and I so hold that with the admission of the Defendant, it is clear that the case of the Plaintiff succeeds. Consequently. Judgement is hereby entered in favour of the Plaintiff as follows: -

The Defendant shall pay the plaintiff the sum of N75,550 (Seventy-five thousand five Hundred and Fifty Naira) as the balance due to the Plaintiff.

 Signed
17th December, 2024

APPEAL

Any party not satisfied with this decision is at liberty to appeal against same before the High Court within 14 days.

 Signed
17th December, 2024

IN THE PRINCIPAL DISTRICT COURT OF KATSINA

STATE

IN THE KATSINA DISTRICT

HOLDEN AT SMALL CLAIMS COURT 1 KATSINA

3rd Day of September, 2024

BEFORE: HIS HONOUR ABDULKARIM AHMED UMAR ESQ.

SUIT NO: S.C.C1/KT/008/2024

BETWEEN

AA SHAGUMBA NIG LTD

VS

JULIET ISAAC

JUDGEMENT

The plaintiff instituted this suit by filing form SCA1 dated the 7th day of August, 2024 and later filed forms SCA2 and SCA3 both dated the 27th day of August, 2024 in the Registry of this court and the processes were served on the defendant.

The defendant on her part did not file any response but chose to admit the contents of form SCA2 in open court.

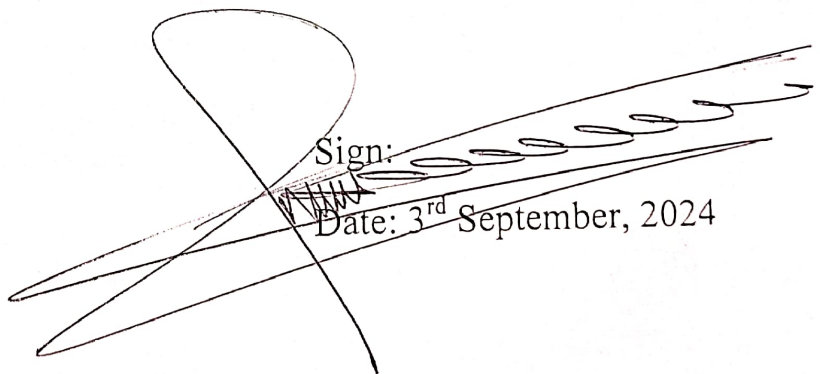
Learned Counsel to the Plaintiff Mr. A.A Murtala informed the Court that the parties have settled and have come up with the terms of settlement and prayed the court to adopt same as consent judgement.

The terms of settlement are as follows:-

That the Defendant will pay the Plaintiff the sum of Fifty Thousand Naira (50,000) Monthly for Twenty-Eight Months that is up to when the debt she incurred from the Plaintiff will be liquidated as per the mode of payment earlier stated. This was confirmed by the Defendant in open court.

It is worthy of note that parties under the small claims procedure are encouraged to settle between themselves amicably in line with Article 10 (1) of the Practice Direction on Small Claims, 2023 Katsina State.

Consequently, the said terms of settlement is hereby adopted and accordingly made the judgement of this court . This is in accordance with Article 10 (2) of the Practice Direction on Small Claims, 2023 of Katsina State.

Sign: 
Date: 3rd September, 2024



SMALL CLAIMS COURT KATSINA
50% OF CASES DISPOSED WITHIN 60 DAYS
FOR COURT 1 AND 2

S/N	COURT NO/ DISTRICT	NAME OF MAGISTR ATE	SUIT NUMBER	NAMES OF PARTIES	DATE OF FILING	DATE OF JUDGME NT	DURATION FROM FILING TO JUDGMENT	REMARKS
1	COURT 01 KATSINA DISTRICT	ABDULKA RIM AHMED UMAR	SCC/KT/00 1/2023	IBRAHIM BISHIR VS MAHMOU D LAWAL	02/11/23	29/12/23	58 Days	JUDGMENT DELIVERED
2	COURT 02 KATSINA DISTRICT	ZAHRAD DEEN SANI	SCC/KT/00 2/2023	ALH GARBA BAKO VS SANI MAINAM A	14/12/23	29/12/23	15 DAYS	JUDGMENT DELIVERED

SIGNATURE OF THE ADMINISTRATIVE CHIEF MAGISTRATE/PRINCIPAL DISTRICT COURT JUDGE:.....

