

**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.

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

Signed: 09-09-2024

