

**IN THE HIGH COURT OF JUSTICE FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT MAITAMA – ABUJA**

BEFORE HIS LORDSHIP:	JUSTICE SALISU GARBA
COURT CLERKS:	FIDELIS T. AAYONGO & OTHERS
COURT NUMBER:	HIGH COURT TWO (2)
CASE NUMBER:	FCT/HC/CV/1403/2017
DATE:	28TH MARCH, 2019

BETWEEN:

SAICOM INTEGRATED SERVICES LTD - **PLAINTIFF**

AND

LNM REALTY LIMITED - **DEFENDANT**

Parties absent and not represented.

Court – The matter is for judgment and this is the decision.

J U D G M E N T

This case was commenced by a writ of summons under the Undefended List. However upon the filing of Notice of Intention to Defend, this court in its wisdom transferred the matter to the general cause list and ordered for pleadings.

The Plaintiff by its statement of claim dated 15/6/2017 claim against the Defendant as follows:

1. An Order of this Honourable Court mandating the Defendant to pay the Plaintiff the sum of N1,600,000.00 (One Million, Six Hundred Thousand Naira only) being the worth of the roofing sheets which the Plaintiff supplied to the Defendant in 2016.

2. An Order mandating the Defendant to pay the Plaintiff the sum of N30,000,000.00 (Thirty Million Naira only) as general damages for breach of contract.
3. The sum of N300,000.00 (Three Hundred Thousand Naira) only as the cost of the proceedings.

In prove of this claim dated 15/6/2017 the Plaintiff called a sole witness. Ahamefula Ibegbulam testified as the sole witness (PW1). In his evidence-in-chief, he adopted a 12-paragraph witness statement on oath dated 15/6/17 as his evidence; the said PW1's statement on oath is adopted as forming part of this judgment.

The gist of the PW1's evidence is that sometimes in 2016, the Plaintiff supplied some roofing sheets worth N1,600,000.00 to the Defendant. The Defendant received the roofing sheets supplied by the Plaintiff and issued the Plaintiff with a Diamond Bank Cheque dated 15/7/16 in the sum of N1,600,000.00 being the payment for the roofing sheets.

That the Plaintiff presented the cheque to the bank but the cheque was dishonoured by the bank due to insufficient fund in the Defendant's account.

It is the evidence of PW1 that the Plaintiff informed the Defendant about this development but since 2016 when the Plaintiff supplied the roofing sheets to the Defendant till date, the Defendant has refused to pay the Plaintiff for the said supplies despite repeated demands by the Plaintiff.

That the Plaintiff paid the sum of N300,000.00 to its lawyers to prosecute this case.

In the cause of PW1's evidence, the following documents was admitted in evidence:

1. Diamond Bank Cheque dated 15/7/16 – Exhibit A.
2. Cash Receipt dated 20/3/17 – Exhibit B.

Under cross-examination of PW1 by the Defendant's counsel, the PW1 stated that Saicom Roofing Systems Limited did not supply roofing sheets to the defendant.

That the goods were supplied from the ware-house to the vehicle brought by the Defendant. That there is no evidence of formal contract documents except the cheque.

No re-examination, PW1 was discharged and that is the case for the Plaintiff.

After the case was transferred to the general cause list and court ordered for pleadings to be filed, the Defendant in its wisdom elected not to file any statement of defence. Parties were ordered to file their respective final written addresses.

The Plaintiff's counsel filed a 4-page final written address dated 4/7/18 wherein counsel submitted two (2) issues for determination:

1. Whether from the totality of evidence before this court, the Plaintiff has proved its case to be entitled to its claims against the Defendant.
2. Whether the Plaintiff's statement of claim and evidence were ever contradicted.

On Issue 1 & 2, it is the submission that the Plaintiff contends that it sold goods worth N1,600,000.00 to the defendant wherein the Defendant issued a cheque to that effect which was eventually dishonoured when it was presented to the Bank. That the

Defendant did not controvert or challenge any of these facts because it never filed any statement of defence, hence admitted the Plaintiff's averment in the statement of claim. See OPEK CONSTRUCTION LTD v EKISOLA (2010) LPELR SC 213/2002.

It is submitted that as a result of the Defendant not paying the Plaintiff that necessitated the Plaintiff to employed the service of his lawyers which cost him the sum of N300,000.00 to prosecute this case. Court is urged to enter judgment for the Plaintiff.

The Defendant was duly served with the final written address of the Plaintiff and hearing notices but it elected not to respond to the submission of the Plaintiff.

From the evidence before this court, it is not in dispute that the Plaintiff supplied goods worth N1,600,000.00 to the defendant wherein the defendant issued a cheque to that effect (Exhibit A) which was eventually dishonoured when it was presented.

It is trite law that where a Defendant fails to file a defence to the claim and did not lead any evidence in defence of the claim, he is taken to have admitted the facts pleaded by the Plaintiff and admitted facts need not to be proved. See CONSOLIDATED RES LIMITED v ABOFAR NIGERIA LIMITED (2007) 6 NWLR (Pt 1030) 221 at 231.

In conclusion, I am of the considered view that the Plaintiff has led credible and material evidence to warrant this court enter judgment in its favour.

Accordingly, judgment is entered in favour of the Plaintiff against the Defendant as follows:

1. The Defendant is ordered to pay the Plaintiff the sum of N1,600,000.00 (One Million, Six Hundred Thousand Naira) only being the worth of the roofing sheets which the Plaintiff supplied to the Defendant in 2016.
2. The sum of N1,000,000.00 as general damages for breach of contract against the Defendant.
3. The sum of N300,000.00 (Three Hundred Thousand Naira) only as cost against the Defendant.
4. The Defendant is hereby ordered to pay 10% interest per annum on the judgment sum from the date of the judgment until the final liquidation of same.

(Sgd)
JUSTICE SALISU GARBA
(PRESIDING JUDGE)
28/03/2019