

IN THE DISTRICT COURT OF FCT
HOLDEN AT DUTSE ALHAJI, ABUJA

BEFORE HIS WORSHIP HON: MUHAMMED TAHIR OMEIZA ABDULMUMINI

SCC/DUT/07/2023

BETWEEN

IRITI MARTINS OGBUJI.....CLAIMANT

AND

CLARA KODILI IKEH.....DEFENDANT

14/11/2023

JUDGMENT

SCC/DUT/07/2023

This is a Judgment on a claim for liquidated money demand, the matter was instituted under the Federal Capital Territory Practice Direction on Small Claim Court 2022.

The Claimant herein from his particulars of claim, affidavit in support of same and Small Claims complaint form (SCA2) is claiming for the sum of N1,000,000.00 (One Million Naira) Only being a sum owed by the defendant.

The summary of the Claimant case as can be gleaned from the complaint form, Form SCA2 is that he borrowed the defendant the total sum of N1, 350,000.00 (One Million, Three Hundred and Fifty Thousand Naira) for a business transaction, the caveat however is that the claimant will be entitled to a profit or Return on investment (ROI) of N600, 000.00 (Six Hundred Thousand Naira) and a repayment of the capital sum of N1, 350,000.00 (One Million, Three Hundred and Fifty Thousand Naira) making a total sum of N1,950,000.00(One Million Nine Hundred and Fifty Thousand Naira).

From the complaint form, Form SCA2
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the caveat however is that the
ROI) of N600, 000.00 (Six

The defendant so far have paid the sum of N950,000 (Nine Hundred and Fifty Thousand Naira) leaving yet unpaid the total sum of N1,000,000.00 (One Million Naira) despite several demands.

Summons was issued on the defendant in pursuance to Article 2(8) together with complaint form in accordance to Article 6(1) of the Small Claims Practice Direction of 2022.

The defendant upon service of the originating processes of this suit denied the claims of the claimant, though she admitted borrowing the said sum from the Claimant as it is customary between both of them being neighbours, she however denied agreeing to the interest of or RO1 of N600, 000.00 (Six Hundred Thousand Naira), according to her and in her words "we never agreed or discuss interest rate at all"

The matter came up for mention on the 16th October 2023, C.M Nwabuike Esq for the Claimant, C.U. Adugba holding brief of Ojo Olukayode Esq for the defendant, the matter was mentioned and adjourned for hearing.

The Claimant Ikiti Martin Ogbuji adopted his Witness Statement on Oath on 24th October 2023 and thereafter tender the following document in evidence

1. 40 pages of whatsapp printout detailing the conversation between the Claimant and the defendant (Exhibit PW1 to PW40).
2. Account Statement of Ikiti Martins Ogbuji from the period of 05- Sept-2023 to 13-Oct-2022.(Exhibit PW1B).
3. Certificate of compliance deposed to by Ikiti Martins Ogbuji (Exhibit PW1C).

The claimant concluded by urging the court to help him recover his money. He was thereafter Cross-examine by the defendant counsel Ojo Olukayode Esq, the matter was then adjourned for defence.

On 31st October 2023, the matter was adjourned at the instance of the defendant, matter adjourned for definite defence.

On the 6th November 2023, neither the defendant nor his legal representatives was in court, consequently upon, the application of Counsel to the Claimant, C N Nwabuike, placing reliance on Article 9(2) of the of the Small Claims practice Direction 2022, the defendant right to open his defence was foreclosed and matter was adjourned for today for Judgment.

I have carefully read through all the exhibit tendered in this case, particularly the 40 pages whatsapp conversation between Claimant and the defendant, it is undisputed fact that the Claimant did loaned the defendant the sum of N1, 350,000.00 (One Million, Three Hundred and Fifty Thousand Naira) and it was agreed by the defendant from the evidence before me that he will pay with the capital sum and total sum of N1,950,000.00(One Million Nine Hundred and Fifty Thousand Naira).

This evidences can be found in the whatsapp chat of both the defendant and the claimant, especially in Exhibit PW13, PW14 and PW15, PW16, PW17, PW18, PW19, PW20, PW21, PW22 and PW23.

There need not be any express formal agreement between the parties as the defendant counsel will want us to agree, even a whatsapp chat is a clear interpretation of the true intention of the parties, it also binds the court, and a court can only give it, its literal interpretation. See WILLIAMS V WILLIAMS & ORS (2014) LPELR 22642 (CA) ZENITH BANK PLC V EGBE (2003) 10 NWLR (PART 827) AND JADESIMI V EGBE (2003) 10 NWLR (PART 827)1.

Civil cases are decided on preponderance of evidence and the balance of probability so much so that where the facts set out in a case of a party preponderance over the story of the proponent, he is adjudged to have scale the wall or fence of the legal duel. See CHUKWU

vs. NWAJIA (2003) 10 NWLR (PART 827) 1. In a case where the defendant and the claimant, the court can only give it, its literal interpretation of the true intention of the parties as the defendant counsel will want us to agree, even a whatsapp chat is a clear interpretation of the true intention of the parties, it also binds the court, and a court can only give it, its literal interpretation. See WILLIAMS V WILLIAMS & ORS (2014) LPELR 22642 (CA) ZENITH BANK PLC V EGBE (2003) 10 NWLR (PART 827) AND JADESIMI V EGBE (2003) 10 NWLR (PART 827)1.

1. That the defendant pay the claimant the sum of N1,000,000.00 (One Million Naira) representing the balance of the sum owed the claimant immediately.
2. I award N30, 000 cost of action and by virtue of Order 32 rule 4 of the District Court Rules, 10% (Ten percent) interest per annum on the Judgment sum until it is finally liquidated.

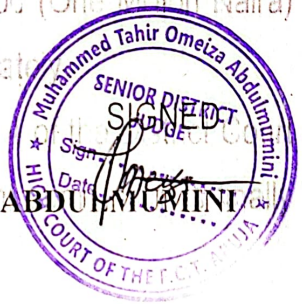
REPRESENTATION

C. N NWABUIKE for the Claimant

Claimant in court

Defendant absent defendant not represented.

MUHAMMED TAHIR OMEIZA ABDULMUMINI



SIGNED

MUHAMMED TAHIR OMEIZA ABDULMUMINI