

IN THE DISTRICT COURT OF FCT
HOLDEN AT DUTSE ALHAJI, ABUJA
BEFORE HIS WORSHIP HON: MUHAMMED TAHIR OMEIZA ABDULMUMINI

SCC/DUT/06/2023

BETWEEN

EMMANUEL CHUKWUKA AKABUWE CLAIMANT

AND

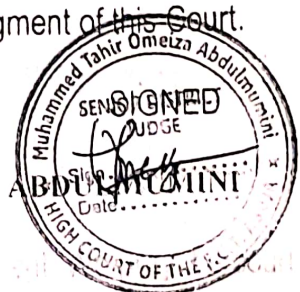
ERIC INAMETI BASSEY DEFENDANT

23/11/2023

RECORDS OF PROCEEDINGS

- Claimant absent
- Defendant in court
- MARVELOUS CHIBUEZE for the claimant
- Defendant not represented.
- We have resolve the matter and have filed our terms of settlement. We pray the court to adopt it as its Judgment
- Bassey- That is the position
- COURT- the terms of settlement in SCC/DUT/07/2023 between EMMANUEL CHUKWUKA AKABUWE AND ERIC INAMETI BASSEY dated 22nd November 2023 and filed on 23/November/ 2023 is hereby adopted as the Judgment of this Court.

MUHAMMED TAHIR OMEIZA ABDULMUMINI



IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT DUTSE ALHAJI, ABUJA

CLAIM NO: S.C.C/DUT/O7/2023

EMMANUEL CHUKWUKA AKABUWE

CLAIMANT

AND

ERIC INAMETI BASSEY

DEFENDANT

TERMS OF SETTLEMENT

BACKGROUND:

1. The Claimant instituted the instant suit seeking the following reliefs against the Defendant:
 - a. The payment of the sum of Two Hundred and Seventy Thousand naira (N270,000), the total amount owed by the defendant to the claimant.
 - b. Exemplary damages in the sum of One Million Naira (N1,000,000), for the long-term nature of the debt and for the hardship and suffering it has put the claimant through.
 - c. Cost of this suit
 - d. 10% interest on the judgment sum from the date the judgment is delivered until the date the judgment sum is liquidated.

THE AGREEMENT:

2. Parties are agreed on an out-of-court settlement of the present dispute and **THEREFORE AGREE AS FOLLOWS:**

- (i) That the Defendant undertake to pay the Claimant the sum of **N150,000.00 (One Hundred and Fifty Thousand Naira)** only, on or before the 14th day of December 2023 in satisfaction of the Claimant's principal claim in this suit.
- (ii) In addition to above, the Defendant shall pay the sum of **N10,000.00 (Ten Thousand Naira)** as cost of action to the Claimant on or before the said 14th day of December 2023.
- (iii) Payment shall be made as a **(one time payment)** only, and made payable to the following details:
ACCOUNT NAME: AMARACHI AKABUWE EMMANUEL
BANK: GUARANTY TRUST BANK - GTB
ACCOUNT NUMBER: 0572602692
- (iv) Parties have by signing this Terms of Settlement evinced their intention to be bound by the terms contained herein and urge the court to adopt same as consent judgment in this suit.

IN WITNESS WHEREOF ALL PARTIES hereto have set their hands and seal herein
this 22nd day of November 2023.

CLAIMANT

Claimant's Name Emmanuel Chukwuka Akabuwu

Claimant's
Signature/Date [Signature] 22/11/2023

Claimant Counsel's Name Marvelous Chibueze Abili

Claimant Counsel's Signature/Date [Signature] 22/11/2023

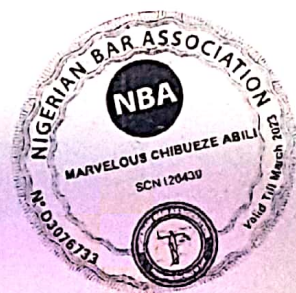
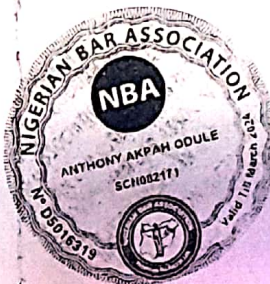
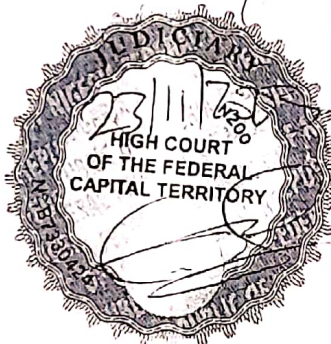
DEFENDANT

Defendant's Name ERICK ENANG ETI

Defendant's
Signature/Date [Signature] 22/11/2023

Defendant Counsel's Name ANTHONY A. ODILE

Defendant Counsel's
Signature/Date [Signature] 22/11/2023



IN THE DISTRICT COURT OF FCT
HOLDEN AT DUTSE ALHAJI, ABUJA
BEFORE HIS WORSHIP HON: MUHAMMED TAHIR OMEIZA ABDULMUMINI

SCC/DUT/03/2023

BETWEEN

FELIX CHUKWUMAASHIMOLE ESQ.....CLAIMANT

AND

SHEMA PETROLEUM LIMITED.....DEFENDANT

23/11/2023

JUDGMENT

SCC/DUT/03/2023

This claims was commenced under the Federal Capital Territory Practice Direction on Small Claims Court 2022. The Complaint Form (Form SCA2) disclosed that the Claimant is seeking for an Order of court compelling the defendant to pay him the sum of N13,500 (Thirteen Thousand Five Hundred Naira) being the sum that was wrongly debited from his account while purchasing Premium Motor Spirit, otherwise known as Petrol from the defendant, N100,000.00 (One Million Naira) as special damages, N5,000,000.00 (Five Million Naira) general damages and, N400,000.00 (Four Hundred Thousand Naira) professional fees

Upon a careful perusal of the statement of claims, I have realized that this proceeding should not have come under the Federal Capital Territory Practice Direction on Small Claims Court 2022.

The Objective of the Small Claims Procedure pursuant to its Article 1 is to provide for easy access to an informal, inexpensive and speedy resolution of simple debt recovery disputes in the District Courts.



Article 2 paragraph 1(C) further states that an action may be commenced in the Small Claims Court where;

c. the Claim is for liquidated monetary demand in a sum not exceeding N4,000,000.00 (Four Million Naira) excluding interest and costs.

The claimant case is an Order for the payment of N13, 300.00 (Thirteen Thousand Three Hundred Naira) and other auxiliary Claims as stated above, this cannot come under the Small Claims Court, these are not liquidated money demand, and as such cannot be heard and determine under the Small Claims Court.

It is in view of this that I hereby strike out this matter for want of Jurisdiction, the Claimant can re-institute this case in the regular Courts.

REPRESENTATION

SHERIFDEEN BELLO for the Claimant

H.A IBRAHIM for the defendant

Parties absent



MUHAMMED TAHIR OMEIZA ABDULMUMINI

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SUMMARY OF RETURN OF CASES FOR NOVEMBER, 2023 (SMALL CLAIM).
SENIOR MAGISTRATE COURT I DUTSE ABUJA-FCT.

NATURE OF CASE BEFORE THE COURT	CASES AT BEGINNING THE MONTH	PENDING THE OF	CASES REGISTERED THE MONTH	IN	CASES DISPOSED IN THE MONTH	CASES PENDING AT THE END OF THE MONTH	REMARKS
CIVIL	04		-		04	-	
Total	04		-		04	-	

REGISTRAR: RUTH BANKYU SHEKWO

SIGNATURE

DATE

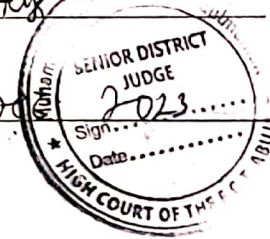
7/12/23

PRESIDING MAGISTRATE: MUHAMMED TAHIR OMEIZA ABDULMUMINI

SIGNATURE:

DATE:

9th - Dec 2023



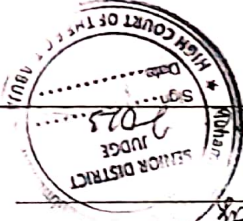
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SUMMARY OF RETURN OF CASES FOR NOVEMBER, 2023 (SMALL CLAIM).
SENIOR MAGISTRATE COURT I DUTSE ABUJA-FCT.

NATURE OF CASE	CASES PENDING	AT THE BEGINNING OF THE MONTH	CASES REGISTERED IN THE MONTH	CASES DISPOSED IN THE MONTH	CASES PENDING AT THE END OF THE MONTH	REMARKS
CIVIL	04	-	-	04	-	
Total	04	-	-	04	-	

PRESIDING MAGISTRATE: MUHAMMED TAHIR OMEIZA ABDULMUMINI

SIGNATURE:



DATE: 9th - 10th - 2023

REGISTRAR: RUTH BANKYU SHEKWO

SIGNATURE

DATE

21/10/23

RETURN OF CASES FOR THE MONTH OF NOVEMBER, 2023(SMALL CLAIM)

FOR DISTRICT COURT DUTSE, ABUJA.
NAME OF DISTRICT JUDGE: MUHAMMED TAHIR OMEIZA ABDULMUMINI.

S/N	CASE NO	NAMES OF PARTIES	NATURE OF DISPUTE	DATE OF REGISTERED	STAGE OF CASE	NUMB ER OF ADJOURNMENT	DATE OF DISPOSAL	NATURE OF DISPOSAL
1	SCC/DUT/03/23	FELIX CHURWUMA VS ASHIMOLE SHEMA PETROLEUM LTD	LIQUIDATED MONEY DEMAND	18-09-2023	DISPOSED	4	23-11-2023	JUDGMENT DELIVERED
2	SCC/DUT/06/2	EMMANUEL CHURWUKA VS ERIC INAMETI BASSEY	LIQUIDATED MONEY DEMAND	09-10-2023	DISPOSED	3	23-11-2023	CONSENT JUDGMENT
3	SCC/DUT/07/2	IKITI MARTIN OGBUJI VS MORGAN EZEARNOLO	LIQUIDATED MONEY DEMAND	04-10-2023	DISPOSED	3	14-11-2023	JUDGMENT DELIVERED
4	SCC/DUT/08/2	M & G AGRO - COMODITIES LTD VS FEDERAL CAPITAL TERRITORY ADMINISTRATION	LIQUIDATED MONEY DEMAND	16-10-2023	DISPOSED	4	08-11-2023	STRUCKOUT





SIGNATURE OF DISTRICT JUDGE

KEY: BY ADMISSION OF CLAIMS CONTESTED OR DEFAULT

SIGNATURE OF REGISTRAR

IN THE DISTRICT COURT OF FCT
HOLDEN AT DUTSE ALHAI, ABUJA
BEFORE HIS WORSHIP HON: MUHAMMED TAIHR ONEIZA ABDU LAMINI

BETWEEN

SCCV/DUT/03/2023

M&G AGRO-COMMODITIES LIMITED CLAIMANT
AND
FEDERAL CAPITAL TERRITORY DEFENDANT

08/11/2023

RECORDS OF PROCEEDINGS

- Claimant absent
- OKAY GIDEON AGBO for the Claimant.
- G.I UMAR SENIOR ESTATE COUNSEL for the defendant
- UMAR- On the 1st date, I informed the court that we have an objection to the Jurisdiction of the court, I intended to move orally, but the court insisted that I should come formally, we have file same and was served this morning, we may take another date so that we can respond.
- Gideon- The Preliminary Objection is intentionally plan to dwarfed today's hearing. I was served by 8.55a.m this morning, we look at the process. It does not go to the substantial issue, we want to reply on point of law.
- UMAR- We have a Notice of Preliminary Objection challenging the Jurisdiction of this court, it is dated 1st November 2023 & filed on 6th November, 2023. We pray for an order striking out this suit in its entirety. The ground is on the motion paper I have 6

paragraph affidavit deposed to by Saidu Wodi, we seek to rely on all the averments, we have two exhibit, one is the agreement FCT A1 and the statement of issues FCT A2 before the Abuja multi door court house, and the statement of issues FCT FCT 01 particularly paragraph 18.00 and 18.01 contain the Arbitration clause. There is already a pending matter at the Abuja multi door court house, they said we were served with Abuja Multi door Court house, hearing Notices but we did not show up, and there is nothing before the court to show that we were served of any processes at Abuja Multi Door Court House. This morning, I was served with a further and better affidavit in support of their claims, they attach a Notice of discontinuance at the Abuja Multi-door house, this Notice was filed Yesterday, after we have joined issues, it is an afterthought because I have already raised this issue orally last week, the notice of discontinuance had not been served on us, contrary to procedure. That we fail to file defence or not in this matter is not enough ground to cloth the court with jurisdiction. If this court is inclined to assume jurisdiction the worst case scenario will be that the court should stay proceeding in this matter see 4(1) Arbitration Act and MARITIME ACADEMY OF NIG V ASSOCIATED SURVEYORS (2008) FWER PART 408 1872 @ 1894

GIDEON-We have a practice Guideline/Direction of Abuja Multi-Door House, it is a voluntary court where parties chose to bind it or herself, they refuse to appear in the court, they were served the court process but they refused to show up? I refer the court to ESTATE OF LATE CHIEF H.I.S IDRISI V ECODRIN NIG LTD (2016) 12 NWLR PART 1627. PAGE 361 PARAGRAPH C. IN SUJMU V INEC (2015) LPELR 226021 MOTORS N.V (SC) HEEP V MUS ARAD & ANOR,(2000) 18 CO PAGE 56 & 61 PARAGRAPH (A-G)

RULING

I have listened to the argument of both parties, I really do not want to belaboured this issue, it is trite by the authority of **ZENITH BANK PLC V EBGE (2003) 10 NWLR (PART 827)**, that a court of law does not engage itself or busy itself in the re-writing and or making sense of the agreement of parties, where the words are clear, unambiguous, the court's duty is to give it a literal interpretation

Paragraph 18:00 and 18:01 of the agreement that binds parties clearly stipulates that if any dispute of any kind arise between the parties in this contract, it shall be resolved mutually by the parties. When that failed, within 30days, the matter shall be referred to the Abuja Multi-door Court House for settlement.

This from all intent and purposes is an Arbitration clause, the court have been enjoined in plethora of authorities that it must give credence to an arbitration clause; the Claimant having not fulfilled the clause then the court have no jurisdiction to hear and determine the matter at this point

The learned counsel to the Respondent have stated that he did commence proceedings at the Abuja Multi-door court house and serve the Applicant the summons & other accompany processes, that when it appears that they do not want to honour the summons, he had to file in the regular court and discontinue the suit at the Multi-door House.

There is nothing before the court that the applicant was served of any processes from the Abuja Multi-door house, issue of service is fundamental, a party who have been sued even in the Multi Door Court House have to be served of all originating court processes else how will he know that there is a case pending against him.

The argument also that the case at the Multi Door House was discontinue is not tenable, it will appear that the respondent have shot himself on the foot by hurriedly withdrawing the matter at the Multi door House without allowing the court to give its report. This is very important because that is the provision of the agreement between the parties.

May I also state that at the time the respondent file this matter in this court, the one at the Multi door House is still subsisting because of the notice of discontinuance 7th of November 2023, today's date is 8th November 2023 this is a clear case of abuse of court process. This court will not allow that, in whatever guise.

The issue is simple, have the Respondent comply with clause 18:00 and 18:01 of the agreement, the answer is NO. It would be a different outcome if there is an arbitration report from the Multi door house, but there is not.

The respondent must fully comply with the provision of Clause 18:01 before this court can be clothed with Jurisdiction, in the absence of none, this court have no Jurisdictions

Usually under this circumstance, the court is supposed to adjourned this matter sine dine pending the conclusion of the Arbitration, however, this is a small claims court proceedings; under it directions & Guidelines, it is time bound, this is the reason why I will instead be striking this matter for want of Jurisdiction. This matter is hereby struck out.



MUHAMMED TAHIR OMEIZA ABDULMUNIM

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

BEFORE HIS WORSHIP HON: MUHAMMIED TAHIR OMEIZA ABDI LUMUMINI

BETWEEN

SCC/DUT/07/2023

IRITI MARTINS OGBUJ.....CLAIMANT
AND
CLARA KODILI Ikeh.....DEFENDANT

14/11/2023

JUDGMENT

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).



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 Nwabuke, 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

It is elementary that where a Claimant adduces oral or documentary evidence that establishes his claim against the defendant in terms of the writ and the evidence is not rebutted by the defendant, the claimant is entitled to Judgment. See NWABWOKU V OTTIA (1961) ANWLR PART 247 PAGE 336 @ 354 it is also trite that where evidence is led to the establishing facts and same is unchallenged and uncontradicted by the adverse party having been giving adequate and reasonable opportunity to defend himself, the onus of proof is satisfied on a minimal proof since there is nothing on the other side of the scale. See BURAIMOH V BAMGBOSE (1989) 2 NWLR (PT 109)352. See also UNITY LIFE & FIRE INSURANCE CO. LTD V I.B.W.A LTD (2001) NWLR (PT 773)610.

Article 9 (2) is in consonance with Order 24 Rule 4 of the District Court Civil Procedures Rule 2021, Article 9 Paragraph 2 states;

"when the claim is called for hearing and the claimant appears but the defendant does not appear, provided there is proof of service, the District Court Judge shall proceed with the hearing of the claim and enter Judgment as far as the claimant can prove his claims"

The court had indulge the defendant some adjournments, yet on the adjourned dates, he neither appeared nor was he represented, the logical conclusion is that he has no defence on the merit, the claimant have fulfilled one of the basic requirement of the small claims proceedings, as he had sent various demands of the sum owed as captured in almost all their whatsapp conversation so I hereby hold that the claimant have successfully discharged the evidential burden placed on him and he is entitled to Judgment. I hereby Order

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

