IN THE DISTRICT COURT OF THE FEDERAL CAPITAL TERRITORY
HOLDEN AT WUSE ZONE II, FCT ABUJA (COURT 14)
BEFORE HIS WORSHIP: OLUMIDE BAMISILE
DATED THIS 16TH DAY OF NOVEMBER, 2023

SUIT NO: SC/08/2023

BETWEEN

STERLING BANK PLC -- CLAIMANT

VS

UMAR ABDULLAHI -- DEFENDANT

Parties: Defendant in court
Claimant absent

Appearances: Oluchi Obeta Esq for the claimant
Mcdandy Aliucha Esq for the defendant

## JUDGMENT

This Court having perused the processes of the claimant in forms SCA 3A and 3B and the annexures to same as well as the defendant's counter affidavit in form SCA 5A. This suit is indeed for the claim of the sum of ₦1,415,424,39 against the defendant. The averment of the Claimant is that the defendant took a loan of ₦813,462.29 on the 11th day of June, 2019 at the interest rate of 26% and that the defendant was to make a monthly payment of ₦77,710.17 within twelve months. The claimant further averred that the defendant has failed to make any repayment of the interest of the principal sum of the loan despite several attempts. The claimant attached a copy of the offer for personal loan in the sum of ₦813, 462.29, a printout of account statement for the period of 1/1/2019 to 31/1/2022 and a letter of demand sent to the defendant.

In counter, the defendant in his counter affidavit in form SCA 5A did admitted in paragraph 5 of the counter affidavit that he indeed applied for a soft loan on the 11/6/2019 for the sum of ₦1, 000, 000 and that on the agreement of 16% interest rate. The defendant stated that instead of the claimant to pay the sum of ₦1, 000, 000 into his account, that the claimant removed the entire 16% upfront and that instead of crediting

him the sum of ₦840, 000 the claimant credited him the sum of ₦813,462. That from 11th July, 2019 the claimant started collecting the money from his account and over collected beyond their money. The defendant stated that he also tried to print his statement of account to show the amount they have debited however, but they blocked him access to his account. That he went to the bank and they refused to give him his statement of account. The defendant stated that he does not owe the claimant.

From the affidavit of both parties before the court, this court's duty is to basically determine the sum claimed based on affidavit evidence. The averments of the indebtedness to the tune of N1, 415, 424.39 was backed up by the exhibits attached which are: Offer letter, Statement of account of the defendant and the letter of demand. On the part of the defendant denying the said averments to dispute the sum claimed averred that there is disparity in the amount paid to him by the claimant and that the claimant have deducted all the money he is owing them and that he has no proof to show for same because the claimant blocked his account and refused to give him the statement of his account. Indeed these assertions were made by the defendant, however there is no any documentary evidence in form of annexure to backup these averments of the defendant particularly to show and prove that the claimant indeed blocked his account or any application or correspondence written to the claimant on the issue of blocking his account or any letter of complaint for their refusal to furnish him with the statement of his account.

There is no doubt that affidavit and counter-affidavits are form of documentary evidence. The law is trite that all documents attached to an affidavit forms part of such affidavit. See the case of EZECHUKWU & ANOR V. ONWUKA (2016) LPELR -26055 (SC). In view of the above, this court is of the firm view that the affidavit of the Claimant is cogent, reliable and credible as the claimant has been able to establish that it indeed gave the loan of ₦813, 462 to the defendant as contained in the offer letter and statement of account and that sum with interest now stands at the sum of ₦1,415.424.39 which has been duly demanded.

The defendant having not attached any document to his counter-affidavit which would have countered the annexures of the claimant cannot be said to have raised any legal defence or defence on the merit to the sum claim, to warrant this court to proceed to taking evidence of parties. Simply put, the defendant has failed to raise any valid defence to the sum claimed.

This Court is also mindful of the Counter-claim of the defendant, I have carefully perused same and I cannot find any semblance of defence to the claimant's claim in same. The position of the law is that the mere filing of a counter-claim by a defendant does not automatically entitle the defendant to leave to defend the suit or warrants the transfer of the suit to the General Cause List. Even where the counter-claim is related to the principal claim, it does not automatically warrant the grant of leave to defend. To entitle the defendant to leave to defendant the Claimant's principal claim, the counter-claim must disclose facts and particulars showing a defence on merit or a triable issue. See MUHAMMAD & ANOR v. MAGLODAN (NIG) LTD (2017) LPELR-43191(CA).

In view of the above, the counterclaim of the defendant is hereby discountenanced; the defendant is however still at liberty to institute same in a separate action.

Flowing from all above, this court is satisfied that the Claimant is entitled to the sum claimed. Consequently, the claim for the sum of N1, 415,424.39 hereby succeeds. The defendant is hereby ordered to immediately pay to the Claimant the sum of N1,415,424.39 (One Million, Four Hundred and Fifteen Thousand, Four Hundred and Twenty-Four Naira, Thirty-Nine Kobo Only) being the sum owed.

Olumide Bamisile, Esq
District Judge
F.C.T. Judiciary Abuja
Sign.....Date.....2023
Signed

OLUMIDE BAMISILE
PRESIDING DISTRICT JUDGE
16/11/2023.

HIGH COURT OF JUSTICE
CERTIFIED TRUE COPY
NAME.....
DATE.....12.....2023.....
SIGN.....