

**GOVERNMENT OF ABIA STATE OF NIGERIA**  
**IN THE SMALL CLAIMS COURT OF ABIA STATE**  
**HOLDEN AT UMUAHIA**  
**BEFORE HIS WORSHIP MARY UKEJE EMENIKE (MRS) CHIEF MAG. GD. 1**  
**ON THIS THURSDAY THE 31<sup>ST</sup> DAY OF OCTOBER, 2024.**

**CLAIM NO: U/SCC/14/2024**

**MORNING SUN MULTIPURPOSE CO-OPERATIVE  
SOCIETY LTD MICROFINANCE** - **CLAIMANT**

**VS.**

**TONIE TAYLOR ENYIOKE** - **DEFENDANT**

Parties are present except the Defendant.

**APPEARANCES:** Oji Onwudinjo Esq for the Claimant; No representation for the Defendant.

**COURT:** Judgment

The Claimant is claiming the sum of **~~₦4,900,000.00~~ (Four Million Nine Hundred Thousand Naira)** from the Defendant; a loan facility the Defendant obtained from the Claimant; the Claimant is also claiming ₦3,100 being the Court fee and ₦50,000.00 being the cost of this suit, being a total **of ₦4,953,000.00 (Four Million, Nine Hundred and Fifty-Three Thousand Naira).**

The claim was filed on the 1/3/2024 and same was served on the Defendant. On the 16/8/2024, the Claimant opened his case and testified as CW1 name as Ikoro Ufere Ikoro, the President of the Claimant; that on the 15/5/2019, the Defendant approached the Claimant in his office requesting for a loan saying that he had a contract of building a supermarket for someone in Port Harcourt, that the Defendant was interviewed and was told the policy of the Claimant including the terms and conditions which the Defendant accepted; that the Defendant was issued with an empowerment form which he read and understood. Therein, the Defendant filed all the details in the form and his guarantor whom the Defendant came with filed the sanction advice. The loan of N1m was granted to the Defendant

with an interest rate of 9% per month but after one month, the Defendant was to repay the money after one month but after one month, the Defendant was not found. That when the interest of the loan for 59 months was ~~N~~4.9m plus the principal sum, the Defendant paid in ~~N~~1m as part of the interest and told the claimant that he has not been paid for the job he did in Port Harcourt; CW1 went further to say that every effort to recover the money proved abortive. CW1 tendered Exhibit A, the empowerment Application form and Exhibit B, the Approval form. CW1 went further to say that the Defendant gave the Proof of ownership of his Hilux vehicle and the road worthiness and the original particulars of the said vehicle as collateral. CW1 went further to say that the Claimant is claiming the sum of ~~N~~4,950,000 from the Defendant.

On the date set for cross examination, the Defendant was not present to cross examined CW1 and application for foreclosure was made and same granted. The Defendant was not also present in Court to enter his defence on the 26/9/2024 when the matter came up for defence and again, application for foreclosure was made and same was granted. The Claimant Counsel thereafter applied that Judgment be entered in favour of the Claimant.

Having summarized the evidence adduced before me, I have to state that the Defendant stopped coming to Court on the 18/7/2024 after the Ruling on the preliminary objection raised by the Defendant. Hearing notice was issued and served on the Defendant yet still, the Defendant neglected or even put up a defence. Having not challenged the evidence, the facts are deemed admitted and the law is that the Court can act on the unchallenged evidence and deemed them as establishing the correct position of the facts in issue. See the case of **Arewa Textile Ltd Plc V Fintex Ltd (2003) 6FR Pg 184** and the case of **CBN V Okozie (2015) EJSC Vol 26 Pg 2**. The standard of proof required in a Civil Suit is generally placed on the preponderance of evidence or balance of probability. The Plaintiff had the duty to adduced evidence to support his claim in this suit as held in the case of *Okechukwu V AG Rivers State (2012) 6 NWLR Pt 1295 Pg 53* and *Emeka V Ikpeazu (2017) EJSC Vol. 67 Pg 58*.

I find as a fact that the Claimant has proved his case and therefore is entitled to Judgment. Accordingly, Judgment is and hereby entered for the Claimant in the following terms;

- (A) The Defendant shall pay to the Claimant the sum of **₦4,900,000.00 (Four Million Nine Hundred Thousand Naira)**.
- (B) It is hereby ordered that the Defendant shall pay to the Claimant, the sum of **₦3,100.00 (Three Thousand, One Hundred Naira)** being the Court fee.
- (C) Cost of **₦10,000.00** is hereby awarded against the Defendant.

This is the Judgment of the Court.



**Signed**

**His Worship Mary Ukeje Emenike (Mrs)  
Chief Mag. Gd. I.  
31/10/2024**



**AGBANYIM C.C. (MRS)  
Asst. Chief Registrar I**