

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
THIS THURSDAY THE 5TH DAY OF JUNE, 2025.

CLAIM NO: U/SCC/24/2024

BETWEEN

JOHNBOSCO NJOKU

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CLAIMANT

AND

**EMMANUEL ASHARA
EUCHARIA ASHARA**

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DEFENDANTS

Parties are present except the Defendant.

Appearances: The Claimant is representing himself. No representation for the Defendant.

COURT: Judgment

The Claimant is claiming (1) the sum of **₦1,000,000.00 (One Million Naira)** from the Defendants (2) The sum of **₦2,200.00 (Two Thousand Two Hundred Naira)** as Court fee and (3) The cost of **₦500,000.00 (Five Hundred Thousand Naira)** bringing it to a total of **₦1,502,000.00 (One Million, Five Hundred and Two Thousand Two Hundred Naira)**. The Defendant filed her defence and admitted owing the Claimant the sum of **₦469,000.00 (Four Hundred and Sixty-Nine Thousand Naira)**.

Plea was taken on the 13/6/2024 and the Defendant pleaded not liable to the 1st arm of the Claimant's claim; pleaded liable to the 2nd arm of the claim and not liable to the 3rd arm of the Claimant's claim.

The matter was adjourned for parties to settle out of Court as pleaded by the Defendant. Unfortunately, the parties couldn't settle amicably, the matter proceeded into trial.

On the 4/11/2024, the Claimant opened his case and testified as CW1. In his evidence, CW1 stated that he supplied goods to the 1st Defendant on the 5/8/2020. That he supplied women items like hair, gowns, skirts, singlets, kids scandals when the 1st Defendant complained to him that he has nothing doing and whatever the Claimant can do to help him, that he is seeking for help. That he gave the 5th Defendant a gift of ₦70,000.00 and asked the 1st Defendant to go and look for what he can do and that the 1st Defendant told him that his wife (ie 2nd Defendant) deals on baby wears and that he needs a shop at cemetery market Aba. That he asked the 1st defendant to go and look for a shop and the cost of getting the shop and let him know. That the 1st Defendant got the shop at Cemetery market Aba and informed him about the cost of the shop. That the 1st Defendant being his classmate and someone he wanted to help, he paid ₦150,000.00 for the shop at Cemetery Market Aba which the 1st Defendant said he was going to pay him back after the seasonal sales. That few days later, the 1st Defendant called him and told him that the shop he rented has leakage and that he needed ₦50,000.00 (Fifty Thousand Naira) to repair the leaking roof and that he will be refunded the money together with the ₦150,000.00 shop rent. That since he has already started helping the 1st Defendant, he had to send the ₦50,000.00 to the 1st Defendant making it a total of ₦200,000.00 for the shop. That later on, the 1st Defendant told him about a children's mat business and asked that they invest in the business. That the 1st Defendant told him that the mat is being sold for ₦3,000.00 each by the importer that they will sale it for ₦4,500.00 and that he wants to buy with **₦300,000.00 (Three Hundred Thousand Naira)**. That he told the 1st Defendant that the profit will be shared equally and that the 1st Defendant should bring ₦150,000.00 while he himself will bring ₦150,000.00 also. That he gave the 1st Defendant ₦200,000.00 for the mat business and that he was supposed to get ₦100,000.00 from that business but he did not hear anything again from the 1st Defendant regarding that business. That all that the 1st Defendant told him was that after the seasonal sales, by January 2021, he will calculate all and balance him and that he accepted it. He went further to say that he supplied the Defendants other goods through waybill. He went further to say that he called his wife since he was not around, and instructed her to supply some goods left in the house to the Defendant and that he also called his friend in Enugu to send goods to the Defendants. He went on to say that after the festive season, he called the Defendants for his money the Defendant started giving him excuses and after so much pressure, the Defendant sent ₦22,000.00 and since then, the Defendants have refused to pay him. It was his evidence that when he inquire from the Defendant what

happened to his goods, the 1st Defendants told him that he used the money to buy the shop since the owner of the shop wanted to sale it and he didn't want to lose the shop because it was in a good position. That in November, 2023, he located the Defendant's shop and saw the 2nd Defendant who took him to their house where he met the 1st Defendant and they pleaded for time to pay the money by December, 2023. He went on to say that he reported the Defendant's to the cemetery market union task force where the Defendant was invited and the Defendants continue giving excuses. That on 16/3/2024, the Defendant called him and said he has ~~₦~~200,000.00 and he told the Defendant that his money is One Million plus and he collected the ~~₦~~200,000.00 from the Defendant. That so far the Defendant's have paid him **₦422,200.00 (Four Hundred and Twenty Two Thousand, Two Hundred Naira)** out of the **₦1,157,000.00 (One Million One Hundred and Fifty Seven Thousand Naira)** and that his balance is ~~₦~~734,900.00 **Seven Hundred and Thirty four thousand Nine hundred Naira)**

On the 13/3/2025; CW1 was cross examined and under cross examination, CW1 said there was no written agreement but every discussion and pricing was done through whatsapp and that he is not aware that the goods have not been sold and he never asked the defendants to sale the goods at any price.

CW2 testified on the 4/4/2025 her evidence is that the 1st Defendant is her husband's ie CW1 Classmate who pleaded with her husband for help that he has nothing doing. That her husband asked her if she had some goods that she can sell to the Defendant so that he can have something doing. That she supplied some goods she had to the Defendant in Aba through waybill. That she was not receiving any payment for the goods, that was when they started calling the Defendants for payment and that the Defendants have been promising then that they will pay. That the Defendants were always giving stories, that when they persuaded them, a total of ~~₦~~22,200 was paid in 2021 and since then, the defendant have not paid again till her husband came back in 2023 and went to the Defendant house in Aba. That the Defendant was pleading and her husband reported the matter to the market Union and nothing was done.

Cross examination of CW2 commenced immediately after her evidence in Chief. Under cross examination, CW2 said she is not aware that majority of the goods supplied to the Defendant has not been sold because in 2021 when the Claimant started asking for his money, the Claimant told the 1st Defendant to return the remaining goods back to Owerri but the 1st Defendant said he wants to sale his land and pay the money that there is no

goods remaining and also in 2023 when the Claimant visited the Defendants, the Claimant still asked the Defendants if there are goods remaining, the Defendants remained adamant and did not bring any goods.

The Defence opened its case on 11/4/2025 and the 2nd Defendant testified as DW1. In her evidence she admitted owing the Claimant the sum of **₦693,200.00 (Six hundred and Ninety-three Thousand Two Hundred Naira)** out of which she has paid the sum of **₦514,200.00 (Five Hundred and Fourteen Thousand, Two Hundred Naira)** leaving a balance of **₦179,000.00 (One hundred and seventy nine thousand naira)**, she said CW2 supplied goods of **₦693,200.00 (Six Hundred and Ninety Three Thousand Two Hundred Naira)**. That she called the Claimant and told him the complaint she got from her customers and the Claimant asked her to reduce the prices that the said goods have been in Nigeria for over 2 years and that she should help him sale the goods off since she has a shop. That the Claimant started persuading her for his money then, she sent the goods to her friend in Port Harcourt to see if the friend can help her sale at a point, the goods were brought back they could not sale them. She went on to say that the Claimant accepted to help then get a shop at Ezukwu market Aba and she moved her goods to the shop and that the Claimant's wife sent the goods to her and she told the Claimant that those are not the type of goods she sales but she will give it a trial since she is in the market. It was her evidence that she gave the goods to someone else to go and sale and the person told her that the goods fell off the road on their way back from a bush market in Akwa Ibom State.

That in 2023, the Claimant came to demand for his money and he was told that he will be paid in January 2024 and that was because the goods fell off the vehicle on the road and that was how the 1st Defendant promised to pay **₦693,000.00 (Six Hundred and Ninety-Three Thousand Naira)**.

Under cross examination of DW1 the evidence adduced was the voice note played in open court in which the 2nd Defendant was pleading with the Claimant that the shop was locked by the market task force and they could not access the goods and the money and that they were waiting for the task force to unlock their shop. The following facts were admitted that the Claimant gave the 1st defendant the sum of ₦70,000.00; that the Claimant paid ₦150,000.00 for the shop and also gave the 1st Defendant ₦50,000.00 to fix the leaking roof and that the sum of ₦200,000.00 was received for the mat business which was never accounted for and that the transaction was done via whatsapp chat and the 1st Defendant acknowledged every

transaction and in 2021, the Claimant came back and asked that the goods not sold should be refunded to her.

At the close of the evidence of witnesses, the defence did not file any written address. I have carefully summarized the evidence adduced before me. I must note that the Defendants admitted owing the Claimant the sum of **₦469,000.00 (Four Hundred and sixty Nine Thousand Naira)** and in the course of the Proceedings, the Defendants have paid the Claimant the sum of **₦290,000.00 (Two Hundred and Ninety Thousand Naira)** out of the admitted sum leaving a balance of **₦179,000.00 (One Hundred and Seventy Nine thousand Naira)**. This is from the **₦1million naira** claimed by the Claimant in his summons.

It is evidence before me that it was the 1st Defendant that initiated this business transaction with the Claimant and then brought his wife who is the 2nd Defendant into it who was involved in selling the goods at supplied them at their shop at Ezukwu (cemetery) market. It is on record that since the inception of this suit, the 1st Defendant has not appeared in Court for once to defend this suit despite the notices served on him. It is open for the Court to rely on the pieces of evidence placed before it which are not challenged since the 1st defendant was given opportunity to challenge it and he failed to do so I rely on the case. **Timothy Vs People of Lagos State (2021) EJSC (Vol 165) 44.**

The 2nd Defendant in her evidence admitted receiving those goods from the Claimant and stated that the Claimant asked her to reduce the prices of the goods and sale them out since she could not sale them at the price given by the Claimant. One thing to note is that the 2nd Defendant never said when the Claimant asked her to sale the goods at a reduced rate. The same 2nd Defendant admitted under cross examination that the Claimant came in 2021 to ask the Defendants to return his goods to him and the Defendants never did. The 2nd Defendant has too many stories to tell concerning the goods. From the story the goods is still remaining, to the story that the goods fell off the vehicle to that of task force locking up the shop where the goods was in the market. In all her stories, I see no iota of truth in it. I do not believe her evidence and even the 2nd Defendant did not also believe herself when the voice note was played in open court to her hearing. The Defendant have tried to make the Court believe their series of stories but unfortunately, they have failed to achieve that: The Claimant gave a cogent and detailed evidence of the transaction he had with the Defendants and I believe the evidence and testimony of the Claimant and his witness. Civil suits are determined by preponderance of evidence and the Claimant has proved his

claim by the preponderance of evidence. I have no doubt in the evidence of the Claimant. That after the Defendant benefitted from the goods, they have refused to pay the Claimant since 2021. I hold the view that the Claimant has proved his case and is therefore entitled to Judgment. Accordingly, Judgment is hereby entered in favour of the Claimant.

The Defendants shall pay to the Claimant forthwith:

- a. **₦179,000.00 (One Hundred and Seventy Nine Thousand Naira)** being the outstanding balance on the admitted sum by the Defendants.
- b. The Defendants shall pay to the Claimant the sum of **₦531,000.00 (Five Hundred and Thirty one Thousand Naira)** being the balance of the Principal sum claimed by the Claimant.
- c. It is further ordered that the Defendant shall pay the Court fee of **₦2,200.00 (Two Thousand Two Hundred Naira)**.
- d. A cost of **₦30,000.00 (Thirty Thousand Naira)** is hereby awarded against the Defendant.

This is the Judgment of the Court.



Signed
His Worship Mary Ukeje Emenike (Mrs)
Chief Mag. Gd. I.
5/6/2025

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