

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/43/2024

BETWEEN

MR. OKECHUKWU JOSEPH NWANKWO - CLAIMANT
(By Attorney Pst. Emmanuel Nnamdi)

AND

MR. OKWUCHUKWO ODOCHIE NWAGBOSO- DEFENDANT

Parties are present except the Defendant.

APPEARANCES: Parties are not represented.

COURT: Judgment.

The Claimant is claiming (a) the sum of **₦5,000,000.00 (Five Million Naira)** for a failed land transaction (b) the sum of **₦3,100.00 (Three Thousand Naira)** Court fees (c) **₦2,000,000.00 Two Million Naira** damages claim was filed and served on the Defendant Affidavit of Service is filed at Page 6 of the Court file.

On the 4/10/2024, the Claimant opened his case and the Claimant's Attorney testified as CW1. His evidence can be summarized thus: He gave his name as Pastor Emmanuel Nnamdi, that on the 4/12/2022, the Claimant bought two plots of land from the Defendant at Umuavo in Old Umuahia at the sum of ₦5million. That one week after the payment, the Claimant decided to start developing the site, that the Claimant bought sand and cement and engaged labourers and while the workers were there working, on the second day of working there, some people came and attacked the workers and stop the work and told them that the man that sold the land is not the owner of the land. That the Claimant called him and told him and that he advised him to go and meet the Defendant. On getting to the Defendant, the Defendant said he knows the people that did the act and he said the land belongs to him. That the defendant advised them to suspend the work and go and survey the land before building. That they responded by telling the Defendant that they can build

on the land without surveying it and nobody has to interfere while they are building if the land belongs to the Defendant. That they surveyed the land and exactly two weeks after the land was surveyed, the Defendant asked them to resumed work on the land which they did. That on a Monday when they went back to the land, everything that was done was destroyed the beacon stones were removed and that they did not see the people that did it and they went back to the Defendant who sold the land to them and the Defendant still mentioned the names of four persons as those who did the act. That they asked the Defendant to go and meet those people and know why they did that and the Defendant said he will not go and meet them. That they told the Defendant if he could not go to meet with them, he should go and report the matter to the Eze of the Community. The Defendant refused and said no he will not go because, he is not in good terms with the Eze in Council and its members. That the Defendant was asked to go to the Police and report the matter or go to Court but the Defendant said he will not go because there is a law in their community which says if you take someone to the Police, the fine is ₦50,000.00 (Fifty Thousand Naira). That the Defendant took them to his lawyer and after the matter was explained to the lawyer, he advised to write petition to the Police if he is sure that the land belongs to him. That the Defendant pleaded that the name of the Claimant be used as the Petitioner and that in getting to the Police station, the Police said the Defendant's name was not in the petitioner but a letter was written and same was served on the Chairman of Umuovo Village Autonomous Community to bring the four persons mentioned by the Defendant. That the four persons went to the Police station and informed the Police that the land is their family land and that the Defendant is not a part of their family a fact the Defendant also admitted. That they were asked to go and bring their witness and their boundary neighbours to testify and that on the returned date, every other person was there but the Defendant refused to turn up despite the invitation and he was arrested and the Police asked him to refund the money, the Defendant said he has spent the money but that he has another land and when they went to the land the Defendant claimed he has, the Defendant was looking for the entrance into the land and then they made investigation with the Police and knew that that land also does not belong to the Defendant but belongs to a widow and it was a registered land and a copy of the land document was given to the Police. That the Defendant said he has a land he will sale and refund the money to them which he never did. That the Defendant was charged to Court for fraud. He went further to say that they went to the Multidoor and the Defendant said he does not have money but he has a land to sale and refund the money. That since April, 2024 they left the Multidoor, the Defendant has not returned. It was his evidence that the

Defendant was served with the hearing notices but the Defendant said he will shoot the Bailiff if he sees the Bailiff in his house.

At the end of the evidence of CW1, the matter was adjourned for cross examination of CW1 but the Defendant did not appear in Court to cross examined CW1 despite the service of a hearing notice on him.

It is on record that the Defendant has never appeared in this Court since the commencement of this Suit despite the service of a hearing notice on the Defendant. The Defendant did not cross examined the Claimant and did not also put up a defence. The law is that if an oral evidence given in the witness box is unchallenged, it must be accepted as establishing the facts therein stated. See the case of **Kayili V Yilbuk (2015) EJSC (Vol 10) Pg 2**. The Claimant has stated the facts of the case and the transaction he had with the Defendant. The law is certain that it is the duty of the Court to accept and act on the unchallenged evidence of the Claimant which has constitute sufficient proof of his claim in this suit. See the case **of Egbo V Anauche & Ors (2020) EJSC (Vol 131) Pg 2** and the case of **Kopek Construction Ltd V Ekiola (2010) LPELR – 1703SC**. I am of the view that the Claimant has prove his case and his evidence is accepted by the Court and therefore the Claimant is entitled to Judgment.

Accordingly, Judgment is entered in favour of the Claimant in the following terms: the defendant shall pay to the Claimant the sum of ₦5,000,000.00 (Five Million Naira) forthwith. It is further ordered that the Defendant shall pay the Court fees of ₦3,100.00 (Three Thousand One Hundred Naira). A cost of ₦100,000.00 is awarded against the Defendant.

This is the Judgment of the Court.



Signed
His Worship Mary Ukeje Emenike (Mrs)
Chief Mag. Gd. I.
5/06/2025

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