

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 26TH DAY OF JUNE, 2025.

CLAIM NO: U/SCC/65/2025

BETWEEN

**ONYEADI UMUNNA (BY HIS ATTORNEY
MR. OKEREKE EMMANUEL) - CLAIMANT**

AND

ONYENONACHI NWOGWUGWU - DEFENDANT

Parties are present.

APPEARANCE: Idika Okechi Esq for the Claimant. No representation for the Defendant.

COURT: Judgment

The Claimant is claiming the following from the Defendant
(a) ~~₦~~3,200,000.00 (Three Million Two Hundred Thousand Naira)
being debt owed the Claimant by the Defendant (b) ₦3,100.00
(Three Thousand One Hundred Naira) Court fee (c) ₦1,500,000.00
(One Million Five Hundred Thousand Naira Cost.

The Summons was served on the Defendant, Affidavit of Service is filled at page 6 of the Courts file. Plea was taken and the Defendant pleaded not liable to the three arms of the Claimants claim. Thereafter, the Claimant opened his case and the claimant's Attorney testified as CW1.

The evidence of CW1 can be summarized thus:

He gave his name as Okereke Emmanuel, a builder that in October 2017, when the wife of the Claimant was living in the Defendant's house that the Defendant told the wife of the Claimant that they have a land to sale if she

will like to buy and she told the Defendant that she is interested but she has to tell her husband. That in November, 2017, the Claimant sent a message to his wife that he was interested in buying and that she should go and verify if the land is not in dispute. That the Claimant's wife went and informed the defendant and the defendant told the Claimant's wife that the land is not in dispute and the Defendant brought out a Proceedings of Amachara which showed the sharing of the land and when the Claimant's wife saw the document, she then called the Claimant and notify him that the land is not in dispute. That on 19/1/2018, the Claimant sent money for the payment of the land which was 2 plots. That himself, the Claimant's wife and the Defendant went to Union Bank and made payment of N2million Naira into the Defendant's bank account and ~~N~~1.2million was given to the Defendant cash as requested by the Defendant. That the Defendant signed the Power of Attorney and the Defendant's brother signed so also the Defendant's son. The Claimant's wife signed and he signed as witness and the claimants wife brother also signed. That after two days, the Defendant asked them to come so that they can go to the land and measure the two plots. That the place is called Okuohia in Amachara in Umuokpara Umuahia South Local Government Area. He went on to say that after measuring the two plots of land for them, in April 2018, the Claimant's wife called a Surveyor to go and survey the land. That the day the surveyor went to survey the land, a family member of the Defendant by name Chinemeze Nwogwugwu brought out knife and chased the surveyors and his workers away and carried all the beacons that the surveyor went with. That when this incident happened, the Defendant was informed and the Defendant took police to the house of Chinemeze and arrested him and the matter was charged to Court and the Court decided that no beacon was found with Chinemeze. That after discharging Chinemeze, he went and sold the land to another person in Amachara. That the Defendant went to the person that bought the land and told him that the land does not belong to Chinemeze. That the purchaser sued the said Chinemeze in 2021 and the Defendant and the Claimant were joined in the suit. That as the matter was going on in Court, the Defendant stopped coming to Court to explain how the land belongs to him. That the Defendant's lawyer told the Claimant's wife that the Defendant has sold the land and has no business in the land again and that if they want the defendant to continue appearing in Court, that the Defendant will come as a witness and the Lawyers transport fare will be paid by the Claimant if not,

the land will be lost. That since the Defendant's lawyer said this to them, the Defendant has stop coming to Court.

CW1 tendered the statement of account of the Claimant's wife account as Exhibit A, tendered the said Power of Attorney to the land as Exhibit B and Power of Attorney to represent the Claimant as Exhibit C and also tendered Exhibit D the processes of Court at the High Court. CW1 was cross examined CW1 said the Claimant is not in possession of the land and that the land is in dispute.

The evidence of the Defendant came immediately after the cross examination of CW1 and the evidence of DW1 is summarized thus: That his father married twelve wives and his fathers property was shared between nine kitchens that begat male children. That after the sharing the other party came to possess their own possession which they refused and the other party were sued at the High Court and that at the High Court, he won the case. That the Claimant's wife asked for land to be sold to her which he took her to the plot and he sold the one plot he won at the High Court plus another one plot making it two plots to the Claimant because Judgment was in his favour. He went further to say that when the Claimant went to survey the land, Chinemezue chased the Surveyor and took the beacons. That he and the Claimant were sued at the High Court and he asked the Claimant's wife to assist in looking for a Lawyer to defend the Suit at the High Court but the Claimant's wife only gave him ₦10,000.00 and told him she does not have money and since the Claimant's wife refused to pay the Lawyer, his Lawyer advise him to go and sit down and that the Claimant's wife has never approached him for the refund of the money nor have the Claimant approach him to tell him that the land is in dispute that what he saw was a Summons from this Court. He went further to say that his annoyance is that the Claimant never approach him for the refund of the money but have sued him just to spoil his name and that anytime the Claimant needs his money he should come and meet him so he can find a way and sale the land and pay them.

DW1 was cross examined on the 21/2/2025 and under cross examination, DW1 admitted marking Exhibit B and that he told the Claimant that the land was not in dispute and the sum of ₦3.2 million was paid and that the land has been sold by his cousin to another buyer and that when he was served with the demand notice he did not make any move to pay the Claimant because the Claimant sued him to this Court but now he is ready to pay the

Claimant and that the subject matter at High Court two is still pending and he will keep going to High Court two because the land belongs to him.

On 28/2/2024, DW2 testified and gave his name as Lucky James Nwogwugwu. His evidence is thus: That at the time the Claimant bought the land, the land was not in dispute and he knew the land was not in dispute because the Claimant was a tenant in the Defendant's house and the Claimant was aware when the Judgment concerning that land was given at the High Court and the Judgment was in favour of the Defendant and that was why the Claimant bought the land and that after the Claimant bought the land, the Claimant was farming on the land and nobody challenged the Claimant. He went further to say that the dispute at the High Court does not concern the Claimant and the Defendant but between the people that were defrauded, the people the land was sold to that have sued to recover their money and the Defendant was only called to testify that he was the one that won the original case at the High Court. He went further to say that the Defendant did not say he will not pay back the money, that the Defendant is only saying he should be given time to sale back the land in order to repay the Plaintiff. DW2 tendered the statement of oath of the Claimant's wife as Exhibit E.

DW2 was cross examined and under cross examination, DW2 stated that he did not witness Exhibit B and no money was paid into his account and that he is just a witness in High Court two but he has not been called up.

At the close of evidence of witnesses, Counsel filed their written address and adopted same as their arguments on the 23/5/2024. The learned defence counsel filed his written address on the 5/5/2025 and raised three issues for determination to wit: (1) whether the land the subject matter of Exhibit B was sold and transferred to Dr. Emeka Nwosu by Chinaemeze Nwogwugwu in 2018 or 2019 or 2020 or 2021 or at all? (2) At what time and in what circumstances did the Defendant divest the Claimant and his wife of the title/possession vested in them vide Exhibit B in 2018? (3) Whether the Claimant herein rightly claim a refund of the purchase paid of the land subject matter of Exhibit B, while still in possession of same.

The Learned Claimant's Counsel filed his written address on the 19/5/2025 and raised two issues for determination to wit: (a) Whether the Claimant has proved his case on the balance of Probabilities with reference to evidence and Exhibits adduced as to be entitled to his claim. (b) Whether probative

value can be attached to exhibit A, B, and C which were not contradicted and or challenged by the defence.

Having carefully summarized the evidence of witness before me. I will depart from the issues raised for determination by the defence Counsel for being out of the issues before me and formulate a lone issue for determination to wit: whether the Claimant has proved his case on balance of probabilities as required by law.

The Claimants case is that he bought two plots of land from the Defendant for ₦3.2million and he has not been able to enjoy peaceful possession of the land because the land is in dispute, that before he bought the land the Defendant told him that the land is his own and it is not in dispute and the Claimant wants his ₦3.2 million back. During trial, the Defendant admitted these facts and went further to say that Claimant should come for the refund of his ₦3.2million that he is ready to pay the Claimant. DW2 equally affirms the position of the Defendant when he stated in his evidence in Chief that the Defendant never said he will not pay back the ₦3.2million to the Claimant but he is only seeking for time to enable him pay back the money. These pieces of evidence before this Court has completely settled the issues among the parties. It is trite and well settled law that when a party admits facts, that are in issue, such facts in issue does not require any proof again. The Court do not need proof of those facts already admitted and further disputes or contentions on such facts should not be entertained since admission is the strongest and highest of the facts in issue. See the case of **Alahassan V Ishaku (2017) EJSC (vol 66) 142**. With the admission of the facts by the Defendant and his witness, no person can subsequently change the position not even Counsel's address and submission. The admitted facts are facts admitted which need no further proof. **See Awala V Nitel Plc (2019) EJSC Vol (121) 176**. Having said this, I will not fail to mention that the issue of determining the weight to be attached to Exhibit E has been overtaken by the admittance of the facts in issue by the defendant.

The Claimant has stated his case with cogent facts and exhibits and there is nothing more to say than to hold that the Claimant has prove his case and is therefore entitle to Judgment.

Judgment is hereby entered for the Claimant in the following terms.

1. The Defendant shall pay to the Plaintiff the sum of **₦3,200,000.00 (Three Million Two Hundred Thousand Naira)**.
2. The Defendant shall pay the Court fees of **₦3,100.00 (Three Thousand One Hundred Naira)**.
3. A cost of **₦50,000.00 (Fifty 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.

26/6/2025

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