

IN THE MAGISTRATES' COURT OF ABIA STATE OF NIGERIA.
IN THE SMALL CLAIMS COURT, ABA ZONE.
BEFORE HIS WORSHIP, U. J. YOUNG-DANIEL (ESQ) CHIEF MAG. GRD 1.
THIS 15TH DAY OF APRIL, 2025.

SCC/AB/33/25

BETWEEN:

SOLAR BROADCASTING COMPANY LTD

(SUN FM 91.9)

----- **CLAIMANT**

AND

REV. DR O. EMMANUEL

----- **DEFENDANT**

Claimant Present.

Defendant Absent.

Appearances: Maduka Bishop Esq appears for the Defendant.

No representation for the Claimant.

MATTER IS FOR JUDGMENT.

JUDGMENT.

Claimant by its Form SCA1 of *Letter of Demand* claims from the Defendant the liquidated sum of ₦580,000.00 (*Five Hundred and Eighty Thousand Naira*) being debt arising from unpaid services rendered to the Defendant by the Claimant as it is stated on the Claimant Letter of Demand. Defendant filed a Defence to the fact that he is not indebted to the Claimant at all and that he has a proof of payments he made to the Claimant. Nevertheless, in proof of its Claim, Claimant/Manager, of Charles Ogbonna testified that the said sum of ₦580,000.00 (*Five Hundred and Eighty Thousand Naira*) is of services rendered to the Defendant in their Radio Station of *Sun FM 91.9 Aba*. He stated that on the 24th Day of May, 2024, a Live Program commenced to be aired on behalf of the Defendant for one hour, everyday, Monday to Monday at the sum of ₦500,000.00 (*Five Hundred Thousand Naira*) per month. CW1 further testified that the Defendant made payments for the month of May, 2024 on the 24th Day of May, 2024 of the sum of ₦200,000.00 (*Two Hundred Thousand Naira*) into the Claimant Keystone Account. Also that on the 21st Day of June, 2024 Defendant made another payment

sum of ~~₦~~200,000.00 (*Two Hundred Thousand Naira*) into the Claimant United Bank for Africa (UBA) Account and then that the balance sum of ~~₦~~100,000.00 (*One Hundred Thousand Naira*) to complete the sum of ~~₦~~500,000.00 (*Five Hundred Thousand Naira*) for the Month of May, 2024 was given him cash at the Defendant Church House. CW1 testified that the payment for the month of June, 2024 was made in the month of July, 2024 of the sum of ~~₦~~250,000.00 (Two Hundred and Fifty Thousand Naira) into the Claimant Keystone Bank Account on the 2nd Day of July, 2024. And then that the sum of ~~₦~~300,000.00 (Three Hundred Thousand Naira) was paid by the Defendant on the 30th Day of July, 2024 into the Claimant (UBA) Account which totals to the sum of ~~₦~~550,000.00 (Five Hundred and Fifty Thousand Naira) for the month of June, 2024 leaving the outstanding balance to the credit of the Defendant of the sum of ~~₦~~50,000.00 (Fifty Thousand Naira). Also that on the 3rd Day of September, 2024 Defendant made a payment of the sum of ~~₦~~450,000.00 (Four Hundred and Fifty Thousand Naira) to the Claimant and that when the sum of ~~₦~~50,000.00 (Fifty Thousand Naira) outstanding as stated above is added to the sum of ~~₦~~450,000.00 (Four Hundred and Fifty Thousand Naira), it makes a complete payment sum of ~~₦~~500,000.00 (*Five Hundred Thousand Naira*). Also that on the 13th Day of October, 2024 Defendant made payment of the sum of ~~₦~~500,000.00 (*Five Hundred Thousand Naira*) into the Claimant UBA Account, CW1 testified that the aforesated payments were for the period of the months of May, 2024 to September, 2024 and that payment was not made in respect of the month of October, 2024 and to that circumstance, Claimant company stopped the airing of the Defendant programs in the month of November, 2024. CW1 further testified that within the period of the contract with the Defendant, some jingles were aired for the Defendant amounting to the sum of ~~₦~~80,000.00 (Eighty Thousand Naira) which CW1 testified had not been paid for by the Defendant hence the sum of ~~₦~~580,000.00 (Five Hundred and Eighty Thousand Naira) as being claimed of ~~₦~~500,000.00 unpaid fee for the airing of the Defendant program for the month of October, 2024 and then the sum of ~~₦~~80,000.00 of cost of jingles aired for the Defendant and Statements of Account of *Exhibits A and B* were tendered and the CW1 concluded his Evidence in Chief and proof of Claim and was cross-examined by the Defendant Counsel wherein CW1 admitted that the contract between the Claimant and the Defendant was entered on the 24th Day, 2024. CW1 at his cross examination stated that the contract between the Claimant and the Defendant lasted for 5 (five) months

and some fractions which fraction CW1 admitted was not inclusive of the Claim before this Court. Therefore, the Defendant programs were aired by the Claimant for a period of 5 (five) months. CW1 in his further cross-examination stated that the 5 months airing of the Defendant programs fees would amount to the sum of ₦2,500,000.00 (Two Million, Five Hundred Thousand Naira) However, that the sum of ₦2,000,000.00 (Two Million Naira) was rather received as payment fees from the Defendant. And so concluded the cross examination of the CW1 and proof of the Claimant Claim.

Defendant opened his Defence and stated that it was the CW1 who had approached him requesting that his church air their Programs with the Claimant's Radio Station and to that effect, Defendant testified that they agreed that program airing will cost the sum of ₦500,000.00 (Five Hundred Thousand Naira) every month. Defendant further testified that he invited the CW1 whom he testified is the Claimant/General Manager to his office on the 23rd Day of May, 2024 and on that day, he had made the initial sum of ₦200,000.00 (Two Hundred Thousand Naira) into the Claimant Account and that the airing of their Church Program started on that 23rd Day of May, 2024. Further, Defendant testified that they agreed that payments would be made on 23rd or 24th Day of every month and that he complied to that payment plan. Nevertheless, Defendant testified that his Church Programs were aired by the Claimant till the 11th Day of October, 2024. Also that before the airing of the Church Program concluded on that 11th Day of October, 2024, CW1 of the Claimant/Manager had approached him at his office and requested for a loan of the sum of ₦450,000.00 (Four Hundred and Fifty Thousand Naira) precisely on the 24th Day of August, 2024, he had granted the CW1 the said loan of the sum of ₦450,000.00 (Four Hundred and Fifty Thousand Naira). Defendant further testified that after the Claimant stopped the airing of his church program on the 11th Day of October, 2024, and then some other issues arose between his pastors and the Claimant, he had visited the Claimant office to sue for peace and to that effect, a sum of ₦500,000.00 (Five Hundred Thousand Naira) was paid the Claimant and *Exhibit C* is to that effect which sum is payment for the month of October, 2024. Defendant testified that the fee paid to the Claimant for airing of their church programs for the month of October, 2024 was still running when the Claimant stopped airing their church programs on the grounds that the Defendant has to personally run the programs. However, Defendant further testified that later, CW1 started to send him text messages to the effect that he is owing the Claimant and that he had

responded to the CW1 that he does not owe the Claimant rather it is the Claimant that is owing him. Defendant tendered *Exhibit D* of proof of the loan sum granted the CW1. Other payment proofs to the Claimant in respect of airing of his church programs includes *Exhibits E, F, G, H, J, K* respectively. Defendant further testified that the Claimant stopped the airing of their church programs on the 13th Day of October, 2024 and not in November, 2024 as being alleged by the Claimant. Also Defendant testified that the Jingles Claimant claims he is owing of the sum of ₦80,000.00 in respect thereof unpaid is not part of the airing contract agreement rather a compassionate jingle Claimant voluntarily aired for him at his birthday celebration free of charge and concluded his Evidence in Chief by testifying that the CW1 should state or let him know when the loan sum granted CW1 of ₦450,000.00 will be paid or refunded to him. Defendant was cross examined by the Claimant ----- to the fact of how many months contract did he enter with the Claimant and the Defendant responded and stated that he paid from the month of June, 2024 to the 12th Day of October, 2024 when the Claimant stopped the program airing. Defendant also responded to a cross examination question to the effect of how many months they agreed that the airing of the church programs would last which he stated that there was no definite period agreed by parties upon which will end the programs. Defendant also responded to a cross examination question of how much was agreed would be paid for airing the Defendant's program by stating to the sum of ₦500,000.00 (Five Hundred Thousand Naira) for a full month and that he had paid the Claimant the total sum of ₦2,450,000.00 (Two Million, Four Hundred and Fifty Thousand Naira) for the airing of his church programs excluding the sum of ₦450,000.00 (Four Hundred and Fifty Thousand Naira) he had loaned the Claimant and then that the said loan sum was loaned to the Claimant but obtained by the CW1 on its behalf and that the loan sum of ₦450,000.00 (Four Hundred and Fifty Thousand Naira) was not part of payment for airing of his church programs by the Claimant. When cross examined as to how many times the Claimant aired the jingles, Defendant responded and stated that it was for three (3) days. Defendant in his further cross examination by the Claimant ---- did not admit that the airing of their church program started from the 23rd Day of May, 2024 till the 13th Day of October, 2024 is more than five (5) months. This concluded the Defendant proof of Defence to the Claim of the Claimant. Therefore, going so far stated is the proof of the Claimant Claim and Defendant Defence. This Court has considered

all that are before it including the testimonies of parties and Exhibits tendered aforestated. This Court states that the contention between parties is to the effect of owing the Claimant the sum of ₦580,000.00 as claimed of ₦500,000.00 unpaid fee for the month of October, 2024 and the sum of ₦80,000.00 of unpaid jingles aired for the Defendant. There is also a consensus that the airing of the Defendant program was for 5 (five) months regardless or though the Defendant testified that their program was stopped half way into the 5th month October, on the 13th Day of October, 2024, however, CW1 of Claimant testified that it was stopped in the month of November, 2024. To this circumstance of conflict of the time the program was stopped and there being no substantiated proof by either party to that effect, this Court states that it will not consider it so as to order a refund for the period not used up or aired. Further, it is clear to this Court that though the airing of the Defendant church program started on the 23rd Day of May, 2024 and payment of initial sum of ₦200,000.00 made to that effect on the 24th Day of May, 2024, nevertheless, the program was understood to commence in the month of June, 2024. Parties are of the same consensus that the airing of the Defendant program was only for 5 (five) months. *Exhibits A and B* Statements of Account in proof of payments made by the Defendant in respect of airing his church program for the 5 (five) months including the sum in cash of ₦100,000.00 (One Hundred Thousand Naira) amounted to the total sum of ₦2,000,000.00 (Two Million Naira) and since the program airing was agreed by parties to air at the sum of ₦500,000.00 (Five Hundred Thousand Naira) every month and parties are of the same consensus or agreement that the airing of the Defendant program was for 5 (five) months, it then shows that there is an outstanding balance of ₦500,000.00 (Five Hundred Thousand Naira) unpaid. Nevertheless, *Exhibits C, E, F, G, H, J and K* of the Defendant's proof of payments to the Claimant amounted to the sum of ₦2,450,000.00 (Two Million, Four Hundred and Fifty Thousand Naira). Therefore, this Court accepts the proof of the Defendant claim that he is not owing the Claimant except the balance sum of ₦50,000.00 (Fifty Thousand Naira) only in balance of the sum of ₦450,000.00 to the sum of ₦500,000.00 per month airing which will total the sum of ₦2,500,000.00 (Two Million Five Hundred Thousand Naira) for the five months airing of the Defendant church programs by the Claimant. To that effect, this Court states that the Defendant is not owing the Claimant the sum of ₦500,000.00 as alleged or claimed of a month airing of the Defendant church program, rather only the balance sum of ₦50,000.00.

On the issue of ₦80,000.00 (Eighty Thousand Naira) sum as claimed by the Claimant to be owed by the Defendant, this Court states that there is no substantial proof to that effect by the Claimant to the effect that it was meant to be paid by the Defendant otherwise, Defendant would have made payment to the effect as he also had made in respect of full payment except for the balance sum of ₦50,000.00 (Fifty Thousand Naira) now outstanding. This Court accepts the fact of the jingles as presented as presented by the Defendant to the effect that the jingles were aired three times as a birthday gift from the Claimant. There is no other time the jingles were aired all throughout the period of the five months Defendant church programs were aired by the Claimant except for the fixed period it was aired and that being the circumstance, this Court states that the jingles were not part of the contract of airing of the Defendant church programs and was not meant to be paid for, seeing obviously that the Defendant substantially paid for and or complied with the payment terms for the airing of his church programs. Moreover, there substantial proof by the Claimant that the said sum of ₦80,000.00 (Eighty Thousand Naira) of jingles were meant to be paid for by the Defendant otherwise or except as stated by the Defendant that it was a birthday gift for the period of his birthday and nothing more since there was no further or any more testimonies to that fact that the jingles were aired at any other time or period while the contract of airing the Defendant church programs lasted. On the sum of ₦450,000.00 (Four Hundred and Fifty Thousand Naira) loaned to the CW1 on behalf of the Claimant as testified by the Defendant and same as contained in *Exhibit D* of Statement of Account of the Defendant which fact is not disputed by the CW1 of the Claimant Manager, this Court states that same has been proved by the Defendant and having brought the issue of being owed the said sum of ₦450,000.00 (Four Hundred and Fifty Thousand Naira) of loan grant in his defence to the Claimant Claim, this Court states that by Small Claims Rules and Procedure, Defendant is entitled to be paid the said sum of ₦450,000.00 (Four Hundred and Fifty Thousand Naira) of loan grant to the CW1 on behalf of the Claimant. Therefore, this Court states that the balance sum of ₦50,000.00 (Fifty Thousand Naira) outstanding owed the Claimant by the Defendant in respect of the 5 (Five) months airing of the Defendant church program which fact this Court has brought to base how come about is to be removed and balanced from the said sum of loan of ₦450,000.00 (Four Hundred and Fifty Thousand Naira) and in that circumstance, the balance sum outstanding is ₦400,000.00 (Four Hundred Thousand

Naira). Therefore, this Court states that the Claimant is owing or owes the Defendant the sum of ₦400,000.00 (Four Hundred Thousand Naira) of loan sum.

Therefore, this Court orders that the Claimant/CW1 forthwith pay and or liquidate to the Defendant the sum of ₦400,000.00 (Four Hundred Thousand Naira). There is no order as to cost.



U. J. YOUNG-DANIEL (ESQ)
CHIEF MAG. GRD 1.
15/04/25.

NWANOSIKE PATRICK C.
Head Registrar
SCC Aba Zone