

**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 8<sup>TH</sup> DAY OF JULY 2025.**

**SCC/AB/370/25**

**BETWEEN:**

**UDE OKOCHI NWANKWO ----- CLAIMANT**

**AND**

**MR. NMAJU ONWUASO ----- DEFENDANT**

***Claimant Present.***

***Defendant Present.***

***Appearances: P. C. Mbahaotu Esq appears for the Defendant.***

***No representation for the Claimant.***

**MATTER IS FOR JUDGMENT.**

**JUDGMENT.**

Claimant by his Letter of Demand of *Form SCA1* claims from the Defendant the sum of **₦380,000.00** (*Three Hundred and Eighty Thousand Naira*) being arrears of rent as it is stated in the Letter of Demand. Defendant filed a Defence as it is contained in *Form SCA5* stating that the Claimant is not his landlord and that he has vacated the said premise. However, in proof of his Claim, Claimant testified to the fact that the aforestated sum claimed of arrears of rent from the Defendant for the period of the year 2021 till date and further testified that he was granted an Authority in the year 2018 to manage the property known and called No. 7C Okezie Street, by Ngwa Road Aba of the subject matter for recovery of arrears of rent in this Claim and *Exhibit A* to the effect of Authority was tendered and other *Exhibits of Exhibits B, C and D* were tendered. Claimant testified that the Defendant paid rent last in the year 2020 and tendered *Exhibits E, F and G* of Rent Receipts to that effect. Claimant also testified that he is the person that all tenants in the property pay rents to and he issues Rent Receipts to them to that effect. Claimant concluded his evidence in chief and stated that the

Defendant has physically vacated the premise, however, locked up the premise. Claimant was cross examined to the fact that he is not the owner of the property subject matter of this Claim and Claimant responded in the affirmative however, added that he was granted or given Authority to manage the property. Claimant in his further cross examination stated that he is not the person that let in the Defendant, however, when he was given Authority to manage the property, Defendant was paying rent to him and he issued rent receipts to him. Nevertheless, Claimant did not admit that it was one Chief Ogbu Kalu Agwu that let in the Defendant into the premise and did not admit that it was the said Chief Ogbu Kalu Agwu that also authorized him to manage the property. Nevertheless, Claimant in his further cross examination was told that the Defendant pays rent to Chief Ogbu Kalu Agwu which he responded that it is not a fact. When cross examined to the fact of who owns the property, subject matter of this Claim for recovery of arrears of rent from the Defendant, Claimant stated that it was one Late Chief O. C. Ibe who was his elder brother and then that it was the Ibeogu Family National that gave him Authority to manage the property. Claimant in his further cross examination stated that the Chief Ogbu Kalu Agwu whom Defendant pays rent in respect of rent of the property subject matter of this Claim is a junior or younger brother to his mother and then that his family head is one Chief Oji Uba and that the amount or sum as claimed of ₦380,000.00 covers rent in arrears for the period of the year 2021 till date at the annual rent sum of ₦96,000.00 (Ninety Six Thousand Naira). Nevertheless, when cross examined to the fact that the property subject matter of this Claim is a family property and that the Defendant received a Letter to the effect of whom to pay rents to, hence his rent payments to that person and Claimant responded that he is not aware of such Letter directing to that effect and that the Defendant at the time of vacating the premise handed over the key of the premise to the person he was paying rent to and the Claimant responded to the fact that he is the caretaker and manager of the property as such the Defendant ought to have handed over the key of the premise to him at his vacation from the premise because it is to him Defendant pays rent to and also stated that the family of Ibeogu National and the Nkporo Development Union granted him the Authority to manage the property and thus concluded the proof of Claim of the Claimant. Defendant testified as DW1 and testified that Claimant is not his landlord rather one Chief Ogbu Kalu and that it was the Chief Ogbu Kalu that let him into the premise in the year 2013 and it was to him he paid his

first or initial rent to and tendered a Receipt to that effect and same marked *Exhibit H* and tendered *Exhibit J* of a *Letter* from a Lawyer to the effect of not to pay rents to the Claimant. DW1 further testified that later, the Chief Ogbu Kalu became ill and wanted to go to hospital and at that handed over the further management of the property to the Claimant and all the tenants therein were notified to that effect to pay rents to the Claimant for the purpose of his hospital bills. However, Defendant/DW1 further testified that after the recovery of Chief Ogbu Kalu, he had issues with his family members in respect of accounting in respect of the property by the Claimant. Defendant testified that their issues escalated to the extent that the Chief Ogbu Kalu came to the property and informed all tenants not to pay rents to any person until their issues are resolved in respect of the property. At that, Defendant stated that the tenants stopped paying rents to anyone. However, that the Claimant came to him demanding rent payment to him and that he informed the Chief Ogbu Kalu to that effect and he testified that he was instructed not to pay rents to the Claimant. Defendant further testified that at a time, due to the family issues, he decided to vacate the premise and informed the Chief Ogbu Kalu and the Claimant to that effect and that when he eventually vacated, he handed over the key to the premise to Chief Ogbu Kalu and thus concluded the testimony of the Defendant/DW1 and was cross examined to the fact that *Exhibit H* of the first rent receipt issued him when Chief Ogbu Kalu let him into the premise, is the only rent paid issued him in respect of his occupation of the property and the Defendant responded in the affirmative. However, further responded that *Exhibit H* is the only rent receipt issued him at taking possession of the premise and then that all other rents paid where not receipted. Defendant further stated in his cross examination that he was paying rents to the Claimant as was directed by Chief Ogbu Kalu while preparing to go to hospital, however, that the Claimant was not issuing him rent receipts. Defendant in a further cross examination admitted that he is not the only tenant in the property, subject matter of this Claim and stated that he received *Exhibit A* to the fact that the tenants including the Defendant to the effect to clear all their arrears of rent, however, that he was not in arrears of rent as he was paying his rent as when due. Defendant in his cross examination stated that he does not have any rent receipts in respect of rents paid up till the year 2018 when *Exhibit A* was served on him, however added that the issue of non-issuance of rent receipt by the Claimant was the problem he had with the Claimant when the Claimant was collecting rents from

him on behalf of Chief Ogbu Kalu and when asked to be issued rent receipt, Claimant will say that he is not the right person to issue him with rent receipt. When further cross examined to the fact that he has not been paying rent to the Claimant before he was served with *Exhibit A*, Defendant stated that it is not a fact and that even this year 2025 he had paid the Claimant the sum of ₦50,000.00 (Fifty Thousand Naira) of arrears of rent. Defendant did not admit in his further cross examination that he started to pay rents to the Claimant from the year 2018 to 2020 after the receipt of *Exhibit A*. Nevertheless, Defendant stated in his cross examination that he does not know that Nkporo Development Union granted Authority to the Claimant to collect rent from the tenants in the property as it is contained in *Exhibit D*. Also Defendant stated that he is not aware that Chief Oji Uba of Chairman Ibeogu Family Head National authorized the Claimant to collect rents in respect of the property and thus concluded the cross examination of the Defendant/DW1. DW2 is Ogbu Kalu Ogbu and testified that he is a member of Ibeogu Family. Also that his father of Chief Ogbu Kalu Agwu is the eldest of the Ibeogu family and that the owner of the property subject matter of this Claim was one Late Chief O. C. Ibe and that he was eldest to his father. DW2 further testified that it was his father of Chief Ogbu Kalu Agwu that initially let in the Defendant into the premise. DW2 testified that it was Late Chief O. C. Ibe that handed over to his father Chief Ogbu Kalu Agwu the management of the property being or as the eldest of his father's siblings and at that his father began managing the property until he became sick and because his father thought he would die from the sickness, handed over the Title Document of the property to his immediate younger brother one Oji Kalu Agwu and also called the attention of the Claimant to manage the collection of rents from the tenants occupying the property and the tenants were informed to that effect and directed to pay rents to the Claimant, hence the reason or explanation to the Claimant collection of rents in the property. DW2 further testified that his father thereafter recovered and at that called the attention of the Claimant for account in respect to the collection of rents from the property and the Claimant refused and at that his father through his Lawyer wrote to the tenants in the property to the effect to stop paying rents to the Claimant until issues in respect to the collection of rent from the tenants in the property is resolved. DW2 further testified that the Claimant was not issuing rent receipt to the tenants including the Defendant within the period he was collecting rents as directed by the DW2's father while sick and then that the rent receipts tendered

before this Court by the Claimant of *Exhibits E, F and G* were made for this Claim as the receipts were never issued to the Defendant. DW2 further stated that one Oji Uba is not a relation or a family member of the Claimant so as to authorize the Claimant to collect rents from the Defendant. DW2 testified that his father is the eldest in the family and cannot understand how a younger member of the family in the person of Chief Oji Uba even if he is a family member will declare what happens in the family in regard to the property. DW2 further testified that his father Chief Ogbu Kalu Agwu is the family head of the Okwu Maternal Family Nkporo of *Exhibit A* Letter Head and that of High Chief Oji is an extended family member. DW2 also stated that he knows the organization known and called Nkporo Development Union which he is a member of the Clan and then testified that he does not know or aware of the fact that they wrote a Letter in respect of the management of the property subject matter of this Claim for arrears of rent and thus concluded the Defendant Defence and proof of Claim by the Claimant. This Court has considered all the testimonies of parties and cross examination responses and Exhibits before this Court, this Court states that the issue is that the Claimant is claiming the sum of ₦380,000.00 (Three Hundred and Eighty Thousand Naira) of arrears of rent from the Defendant while Defendant is alleging that he is not owing any such sum in arrears as he has paid same to his landlord who let him into the property in the year 2013. Whatever the circumstances of this Claim, this Court states that regardless of the fact that the tenants in the property pay rent or are paying rents to the Claimant, however, it is clear by the Exhibits before this Court that the management and or ownership of the property known and called No 7C Okezie Street Aba, is still in dispute. *Exhibits E, F and G* are rent receipts issued the Defendant by the Claimant under the management of the said property on behalf of Chief Ogbu Kalu Agwu who is the original manager of the property and had let in the Defendant. This Court further states that *Exhibits E, F and G* of rent receipts arrears were made for the purpose of this Claim were not issued to the Defendant as well otherwise Defendant would have tendered same along with *Exhibit H* of initial rent receipt which covers the year or period of November, 2013 to October, 2015 and to that effect, this Court states that the Claimant could not have issued rent receipts starting for the year from January, 2018 to December, 2018 as contained in *Exhibit E* of rent receipt if the Defendant was owing rents for the period of November, 2015 to December, 2017. Moreover, if the Defendant was owing rents before *Exhibit E* of rent receipt for the period of the year

January, 2018 to December, 2018 when perhaps the Claimant was instructed to collect rents on behalf of the original manager for Chief Ogbu Kalu Agwu, he would have informed the Claimant to that fact, to the effect that the Defendant was owing rent. Therefore, the forestated takes care of the issue that the Defendant started to pay rent from the period 2018 to when he had recovered *Exhibit A*. Further, this Court states that regardless that *Exhibit D* of Letter titled *Review of the Matter of Nkporo Development Union* dated the 20<sup>th</sup> day of July, 2024 and the Letter titled *Demand Notice* dated the 13<sup>th</sup> day of March, 2024 to the effect of a decision of the families of Ibe Okwu and Nkporo of Abiriba in Ohafia Local Government Area, authorizing the Claimant of Mr Ude Okochi Nwankwo to collect rents and manage the property subject matter of this Claim. However, this Court states that the *Letter of Demand Notice* dated the 13<sup>th</sup> day of March, 2024 cannot be to the effect of the decision of Nkporo Development Union titled *Review of Matter* dated the 20<sup>th</sup> day of July, 2024 and if there are other circumstances of decisions to *Exhibit C* of Letter titled *Demand Notice* dated the 13<sup>th</sup> day of March, 2024 far before the decision in *Exhibit D* of Nkporo Development Union titled *Review of the Matter* dated 20<sup>th</sup> July, 2024 same were not brought to the attention of this Court to that effect. Nevertheless, *Exhibit J* is a Letter dated the 19<sup>th</sup> day of March, 2025 titled *Demand Notice* which letter is later than all other letters including *Ibe-Okwu Maternal Family Nkporo* dated the 18<sup>th</sup> day of April, 2019, as contained in *Exhibit B* and *Exhibit A* titled *Notice* dated the 15<sup>th</sup> day of October, 2018 also of Ibe-Okwu Maternal Family Nkporo Letter Head and then the decision as contained in *Exhibit D* of the Nkporo Development Union Letter Head titled *Review of the Matter* dated the 20<sup>th</sup> day of July, 2024. In the circumstance of the above stated of correspondences and decisions, this Court states that *Exhibit J* dated the 19<sup>th</sup> day of March, 2025 titled *Demand Notice* written by the Counsel to Chief Ogbu Kalu Agwu is to the fact that issues still exist in respect of the property known and called No. 7C Okezie Street off Ngwa Road Aba and though *Exhibit J* is addressed to the Defendant, however, the content of *Exhibit J* is to the fact that the property known and called No. 7C Okezie Street belongs to the Chief Ogbu Kalu Agwu which property was as given to him by Late Chief O. C. Ibe as a gift/settlement as stated and contained in the said *Exhibit J* and to that effect, this Court states that it would not meddle into the issues of the family of the Claimant and in that circumstance cannot grant the Claimant arrears of rent as claimed against the Defendant. This Court states that Small Claims Court is

not a Court of settlement of family issues as to who should collect rent or not from a property especially where the issue of a property person or party to collect rent is still not decided or cleared properly as in the instant Claim. In that circumstance, this Court will have no jurisdiction to make a choice of a proper party to that effect and that is the reason why this Court at this stage will not order that the Claimant be paid arrears of rent by the Defendant regardless that the Claimant is alleging that he has been collecting rents from other tenants in the property by the alleged authorities in *Exhibits A, B and D*. In that circumstance, this Claim is hereby struck out. There is no order as to cost.



**NWANOSIKE PATRICK C.**  
*Head Registrar*  
*SCC Aba Zone*



*U. J. YOUNG-DANIEL (ESQ)*  
*CHIEF MAG. GRD 1.*  
*08/07/25.*