

IN THE MAGISTRATES' COURT OF ABIA STATE OF NIGERIA.
IN THE SMALL CLAIMS COURT, ABA ZONE.
BEFORE HIS WORSHIP, C. K. BOB-OGU (ESQ) CHIEF MAG. GRD 1.
THIS 2ND DAY OF MAY, 2025

SUIT NO: SCC/AB/454/2024

BETWEEN:

BESTNAK PROPERTIES (By Att)

AND

MR. IWUANYANWU CLEMENT

Parties are absent. The Attorney is present . M. K. Igwegbe with the brief of A. O. Agwu Esq. for the Claimant.

The Defendant is unrepresented.

Case is for hearing. There is in the court file an affidavit of service dated 21/9/2024 showing that the defendant was served with the writ of summons on 21/9/24 personally. Thus the matter is ripe for hearing.

The CW1 affirms to speak the truth in Igbo language.

CW1

My name is Mrs. Ularinma Udo. I live at No 8 sunny lane opposite NTA.
I am a trader.

The claimant company belongs to my junior brother. He owns the property where defendant resides.

I am the caretaker in the premises. I know the defendant. He is a tenant in the premises called No 8 sunny lane opposite NTA. He is a yearly tenant. He pays the sum of N360,000 per year. He pays the sum of N30,000 per month. He last rent expired in the year 2023 July; since then he was not paid any

other rent. He is in arrears of rent of #660,000 from August 2023 to May 2025. I have the receipt of the last rent which the defendant paid

M.k. Igwegbe : I seek for tender same as an Exhibit.

Court: Application is granted. The said receipt No 123 dated 19/5/2024 is hereby received as evidence and marked Exhibit A.

CW1

I want the court to order the defendant to pay me the said arrears of rent. I claim as my writ. I shall be asking for a cost of N50,000.00.

Court: From the records of court, the Defendant was served with the Statutory notices together with the demand notice and the writ of summons. The Defendant himself filed his form SCA5 though out of time stating that he was not owing the claimant as he has paid his rents. He said he had the receipt with which he paid his rent and will make them available to the court.

From the foregoing, there is no gainsay the fact that the Defendants are aware of the pendency of this suit so he was not short changed or taken unawares. However, the defendant is not in court today to defend himself neither did he make available the said receipt of payment.

The only inference that can be deduced from the absence of the defendant is that he has no defence to this suit or that he has lost the momentum to defend this case. Thus this claim is unchallenged uncontroverted.

The law is certain that where evidence before a trial Court is unchallenged it is the duty of that court to accept and act on it as it constitutes sufficient proof of a party's claim.

See the case of **KOPEK CONSTRUCTION LTD V EKISOA (2010) 3 NWLR PT 1182 PG 618**

Consequently, I must accept the entire evidence led on behalf of the claimant as true and hold that he has proved his claim on the preponderance of evidence.

In the result, I hereby enter judgment in favour of the claimant and now order the defendant to pay to the Claimant all that N660,000 being arrears of rent he owes him FORTHWITH.

The defendant is further ordered to pay to the claimant the sum of N50,000 being cost for out of pocket expenses.

This is the judgment of the court in this case.



NWANOSIKE PATRICK C.
Head Registrar
SCC Aba Zone



SIGNED
C. K. BOB-OGU (MRS)
CHIEF MAG. GD 1
2/5/2025