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IN THE MAGISTRATE COURT: DELTA STATE OF NIGERIA
IN THE EFFURUN SMALL CLAIMS DISTRICT
HOLDEN AT EFFURUN

BEFORE HIS WORSHIP T.R. EWHERIDO (MRS.) CHIEF MAGISTRATE GRADE I
ON WEDNESDAY THE 8TH DAY OF JANUARY 2025.

BETWEEN:

CLAIM NO: SCC/E/47/2024

ONONUJU AUGUSTA OPUTA

...

.... PLAINTIFF

AND

RAINOIL LIMITED

...

... DEFENDANT

JUDGMENT

This is a Small Claims matter filed vide Form SCC2 and Form SCC3 dated 25th November, 2024.

Wherein Plaintiff Claims against the Defendant the following:

1. The sum of N12,000.00 (Twelve Thousand Naira) being the Plaintiff's money received by the Defendant on the 17th of October, 2024.
2. The sum of N600,000.00 (Six Hundred Thousand Naira) being general damages.
3. The sum of N400,000.00 (Four Hundred Thousand Naira) being professional fees for instituting this suit, inclusive of filing fees.

In proof of her case thereof, Plaintiff testified in person on the 16th of December, 2024. Her evidence briefly is that on the 17th of October, 2024, she went to Rainoil Petrol Station at D.S.C. Steel Town to purchase petrol of N12,000.00 (Twelve Thousand Naira). The pump attendant collected her ATM Card and initiated the transaction for N12,000.00. After a few minutes, she claimed the transaction was declined without showing her the result on the POS machine. She asked the pump attendant to initiate another transaction for the sum of N10,000.00 (Ten Thousand Naira) she then received alert for the earlier transaction of N12,000.00 (Twelve Thousand Naira). She asked the fuel attendant to print a declined slip for her but she refused. Instead, she took her to the Manager of the Petrol station, who gave PW1 his phone number. On the 23rd of October, 2024, she went to her Bank, Premium Trust and after the necessary processes, asked her to return in 7 days if there was no reversal. PW1 returned on the 6th of November, 2024 and she was informed that the headquarters asked to lodge the complaint on another Platform IDRS. She was against asked to return after 2 working days. On the 12th November, 2024, she was told transaction of N12,000.00 on the 17th of October, was a successful transaction.

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and was given a print out, upon her request she went to show it to the Manager but he dismissed her, saying it was fake.

The PW1 tendered the following in support of her evidence:

Exhibit A – The Premium Trust Bank print out dated 17th October, 2024.

At the close of Plaintiff's case, the Defendants only came once to Court and did not return despite Hearing Notice issued and served on them.

On the 19th of December, 2024, upon application of Plaintiff, the Defendant was foreclosed. Learned Counsel to the Plaintiff Osteen Igbapike Esq. addressed this Honourable Court. He submitted that failure of the Defendant to return to Court shows they did not have a defence. Therefore evidence of Plaintiff remained unchallenged and the Court can act on it.

I have gone through the evidence of Plaintiff. Failure of the Defendant to defend suit leaves the Plaintiff's case unchallenged and uncontroverted.

I have also gone through Exhibit A tendered herein.

It is a well known principle of law that documentary evidence is the best evidence. In view of the unchallenged evidence of Plaintiff, she is said to have discharged the burden placed on her on the preponderance of evidence and this Honourable Court is bound to rely on the unchallenged evidence.

See Aprofim Engineering Construction Ltd. V. Sidov Ltd. (2006) 13 NWLR (Pt. 996) P. 73 paras C-G.

I hereby enter Judgment in favour of Plaintiff as follows:

1. The Defendant is to pay to the Plaintiff the sum of N12,000.00 (Twelve Thousand Naira) being money received by the Defendant on the 17th of October, 2024.
2. General Damages which I access at N50,000.00 (Fifty Thousand Naira).
3. The sum of N50,000.00 (Fifty Thousand Naira) being professional fees for instituting this Suit.

Dated at Effurun, this8TH.....day of January, 2025.


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T.R. EWHERIDO (MRS.)
CHIEF MAGISTRATE GD. I