

**CERTIFIED TRUE COPY**

IN THE CHIEF MAGISTRATE'S COURT OF CROSS RIVER STATE OF NIGERIA  
IN THE CALABAR MAGISTERIAL DISTRICT  
HOLDEN AT CALABAR

MC/SCC. 05/2023

BETWEEN:

NEW EMPOWERMENT OUTFIT (NEO) - CLAIMANT  
THRIFT & CREDIT CO-OPERATIVE SOCIETY LTD

AND

HON. EGBE ABENG EGBE - DEFENDANT

Claimant in court  
Defendant absent

Appearances – Peace Eyam Esq for the Claimant.

**JUDGMENT**

The Claimant filed claims against the defendant as follows:

- (a) The sum of N1,148,700.00 (One Million, One Hundred and Forty Eight Thousand, Seven Hundred Naira) only being the unpaid interest.
- (b) Special damages of N200,000 only (Two Hundred Thousand Naira) only being cost of litigation.
- (c) General damages of N300,000 (Three Hundred Thousand Naira) only
- (d) 10% interest on Judgment sum until Judgment sum is liquidated.

The claim is supported by a statement on oath, particularly 15 paragraphs and the case clearly stated in paragraph 3 – 13 thus:

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That claimant is a Thrift and Credit Co-operative Society Limited and its registered office at No. FT17, Lot 30 Stephone Estate. Kasana FCT, Abuja. The Certificate of Registration is pleaded.

That the defendant approached the claimant and obtained a loan facility of N5,000,000 (Five Million Naira) only. The letter of Application is pleaded.

That the said defendant entered into an agreement for the loan dated 24<sup>th</sup> April, 2023, the said loan Agreement is pleaded.

That the defendant received the money and acknowledged same. The acknowledgement letter is pleaded.

That the said loan was for a period of two months from 26<sup>th</sup> April, 2023 to 26<sup>th</sup> June, 2023.

That the defendant refused to pay the interest and the principal sum till 17<sup>th</sup> day of August, 2023 where the defendant handed over a cheque of N6,600.00 (Six Million, six Hundred Thousand Naira) only as against the terms of the agreement.

That as at the 17<sup>th</sup> August, 2023 the total interest and the principal sum was N7,784,700 (Seven Million, Seven Hundred Thousand and Eighty Four Thousand, Seven Hundred Naira )only.

That the defendant paid the sum of N6,600.000.00 (Six Million, Six Hundred Thousand Naira) only.

That on the 21<sup>st</sup> August, 2023 a demand notice for the balance of the unpaid money was served on the defendant which same was received and acknowledged on the 29<sup>th</sup> August, 2023 the letter pleaded.

That on the 7<sup>th</sup> day of September, 2023 a reminder of the letter in par.8 was served on the defendant received on 9<sup>th</sup> September, 2023.



That the claimant consulted the services of Francis Anom & Associates upon which payment was made, the official receipt pleaded.

The matter came up for mention on the 27<sup>th</sup> day of November, 2023 and the Claimant's counsel made an application for the defendant to be served through substituted means as the defendant cannot be accessed to be served personally.

The court having been satisfied by the affidavit of the unserved summons made an order that all the processes of this matter be served on the defendant by pasting same on the last known residential address or office of the defendant.

Upon the filing of the affidavit of service of hearing notice and upon the record of the court that shows that the defendant has never appeared or cause any representation or file any defence in this matter, the court went on to hear the matter.

The claimant on oath went on to prove his case and tendered 7 (seven) exhibits namely :-

- Scc1 - Certificate of Registration
- 2. - Application for loan
- 3 - Tri0partite loan Agreement
- 4. - Acknowledgement note
- 5 - Demand Notice
- 6 - R-Demand Notice and ..
- 7 - Receipt for processional fee, which were all admitted in evidence.

She prayed the court to grant all her prayers in the particulars of claim.

The court is satisfied that the claimant has proven her case and therefore in the default of the appearance of the defendant, the court hereby considers the provision of Order 17 Rules 5 of the Magistrates Court of Cross River State (Civil Procedure ) Rules, 2012 and particularly the provisions of ARTICLES 6 (3) AND ARTICLE 8 (2) OF THE MAGISTRATES COURTS LAW (PRACTICE DIRECTIONS

ON SMALL CLAIMS) 2023 and in line gives Judgment in favour of the claimant.

It is hereby ordered as follows;

- 1) The defendant shall pay to the Claimant the sum of N1,148,700 (One Million, One Hundred and Forty Eight Thousand, Seven Hundred Naira) only being the unpaid interest on or before the 17<sup>th</sup> day of January, 2024.
- 2) The defendant shall also pay the sum of N200,000 (Two Hundred Thousand Naira) only being cost of litigation and the sum of N300,000 (Three Hundred Thousand Naira) only being general damages to the claimant on or before the 17<sup>th</sup> day of January, 2024.

The total sum of N1,648,700.00 (One Million, Six Hundred and Forty Eight Thousand, Seven Hundred Naira) only shall be paid by the defendant to the claimant on or before the 17<sup>th</sup> day of January, 2024 and nothing more.

Failure to do so, the properties of the defendant worth the Judgment sum wherever found shall be attached and caused to be moved by the court duty bailiffs in the company of the court duty police to the court, auctioned to recover the Judgment sum.

This is the Order of Court.

Dated this 12<sup>th</sup> day of January, 2024.

Signed  
OTU, OKOHO BASSEY  
CHIEF MAGISTRATE II



*Kate M. Enoh (Mrs)*  
REGISTRAR