

**IN THE MAGISTRATE COURT, DELTA STATE OF NIGERIA**  
**IN THE ASABA JUDICIAL DIVISION**  
**HOLDEN AT ASABA**  
**BEFORE HIS WORSHIP P.O. OBAYUWANA, CHIEF MAGISTRATE GD 1**  
**SITTING ON WEDNESDAY, THE 19<sup>TH</sup> DAY JUNE, 2024**

SUIT NO: SCC/9/ASB/2024

**BETWEEN:**

**MR. CHIDI FRANCIS DUMEBI..... PLAINTIFF**

**AND**

**PASCAL GIFORDU..... DEFENDANT**

The parties are absent.

**S.E. PRAN:** For the Plaintiff

No representation. For the Defendant

**JUDGMENT**

Plaintiff claims against the Defendant as follows:

1. An Order of this Honourable Court compelling the Defendant to refund the sum of **₦3,000,000,000.00** (Three Million Naira) being the purchase price of a land situated at Egbani Farm Land Umuisagba Quarters Ibusa Delta State which the Defendant **Reneged** in selling the plaintiff.
2. Damages of the One Million for breach (**₦1,000,000.00**) of contract between Plaintiff and Defendant.
3. **An** for such **Order**, or further Orders as the Honourable Court may deem fit to make in the circumstance.

The Plaintiff was the sole witness and tendered the following Exhibit.

**Exhibit 'A'** Letter of Demand dated 21<sup>st</sup> August, 2023 **Exhibit 'B'** Receipt payment of First Bank for the sum of **₦3,000,000.00**. The Plaintiff was put forward as **PW1** and he testified to the effect that on the 31<sup>st</sup> April, 2023, the Defendant met him that he has a land for sale measuring 100ft by 150feet. The land was close to his brother's land and they agreed for the purchase price of **₦3,000,000.00**, **PW1** further stated that he made initial payment of **₦3,000,000.00** (Three Million Naira) into one account of **OKEY ESTVIE JAPAN** Motors provided by the Defendant and which they were there at the

land. A friend came and informed me that the land had already been sold. The Defendant promised to refund the money but failed to do so despite several repeated demands.

PW1 stated he met his lawyer who wrote a letter of demand but the Defendant still fail to refund the **N3,000,000.00**. Plaintiff prays court to grant his reliefs in his claim. The statement of prove in Civil Case is on a balance of probability or preponderance of doubt. The sole issue for Defendant is whether the Plaintiff has proved his case in line with the standard if proved in Civil Case.

The Court bears in mind that the land provides that he who ascertain must prove in line with **Section 131** of the evidence Act, 2011 as amended.

The evidence of the Plaintiff is so far unchallenged and uncontroverted. The Plaintiff tendered **exhibit 'B'** transfer receipt to One Okey Estric Motors which is not the name of the Defendant on receipt. However, the Defendant was represented in court on the 22<sup>nd</sup> day of May, 2024 by one Fortune Obagie who informed court that the Defendant intends to give the plaintiff another land in place of the land already encumbered which he failed to do same.

It is clear from the facts that the Defendant acknowledged payment of the said money as proof. An Evidence not challenge, the court has a duty to act on same as credible and reliable. See the case of **Fagbero Vs. Arobadi (2006) NWLR Pt 978 Act 172**.

*I hereby hold that the Plaintiff have been able to prove his claim on the fact stated and is entitled to the judgment of this court.*

*I hereby Order the Defendant to refund the sum of N3,000,000.00. being the purchase sum of the said land above.*

No order as to cost.



**P.O. OBAYUWANA**

Chief Mag. GD 1

19/6/2021.