

THE SMALL CLAIMS COURT OF NIGERIA
IN THE SMALL CLAIMS COURT OF BENUE STATE
IN THE SMALL CLAIMS COURT 3
HOLDEN AT MAKURDI

SUIT NO. SCC3/18/2025

BETWEEN:

MR. TERHEMEN MICHAEL ANGITSO **CLAIMANT**

VS

1. ISMAILA VAFA ANYAMIKYE..... **DEFENDANT**
(Under The Business Name & Style of Rapa AI & M Interiors Ltd)

JUDGMENT

Sometime in May, 2024 the claimant **Mr. Terhemen Michael Angitso** contracted the 1st defendant, **Ismaila vafa Anyamikyer** who is the Managing Director of the 2nd defendant **RAP AI & M INTERIOR LIMITED** to construct three beds with one beside and a mirror each at the sum of **₦1, 300,000.00 (ONE MILLION THREE HUNDRED THOUSAND NAIRA)**. The claimant transferred the sum of **₦1, 000,000.00 (ONE MILLION NAIRA)** in two instalment, **₦500, 000.00 (FIVE HUNDRED THOUSAND NAIRA)** at the first instance then he transferred another **₦500, 000.00 (FIVE HUNDRED THOUSAND NAIRA)** at the second instance. The bank statement of the transaction was admitted in evidence and marked as Exhibit A.

PW1, the younger sister to the claimant further testified that despite repeated demands from the claimant the 1st defendant refused to deliver the beds. It was because of the breach of contract that led to the parties entering an agreement for the refund of the sum of **₦1, 000,000.00** advanced by the claimant to the defendant. The aforementioned agreement was admitted in evidence and marked as EXHIBIT B.

At the close of the claimant case the court adjourned the matter for judgment in compliance with Article 12(2) of the Benue State Practice Directions for small claims 2023.

It is a trite law that courts of law must always respect the sanctity of the agreements reached by parties as it favours the inalienable rights of freedom of formation of contracts by parties and would not make a contract for them or re-write the contract they have already made by themselves. I refer and rely on the case of **OWONIBOYS TECHNICAL SERVICES LTD V. UNION BANK OF NIGERIA LTD [2003] 15 NWLR (PT. 844) 545.**

A cursory examination of EXHIBIT B clearly indicates that the defendant promised to repay the sum of **₦1, 000,000.00 (ONE MILLION NAIRA)** but he failed to do so.

On the whole, the case of the claimant succeeds to this extent.

I]. AN ORDER IS HEREBY MADE directing the defendants to pay the sum of **₦1, 000,000.00 (ONE MILLION NAIRA)** ONLY being the sum the claimant advanced to the defendants for the construction of three (3) beds.

II]. In addition the sum of **₦500, 000.00 (FIVE HUNDRED THOUSAND NAIRA)** is awarded to the claimant as general damages.

Special damages is hereby refused. For the benefit of doubt the defendant shall pay the sum of **ONE MILLION FIVE HUNDRED THOUSAND NAIRA (₦1, 500,000.00)** to the claimant.

RIGHT OF APPEAL EXPLAINED.

EXHIBITS SHALL BE RETURNED TO THE CLAIMANT IF THERE IS NO APPEAL. B

D.R. ALASHI

SDJ

16.6.2025

DATE: 17.6.2025

CORAM: SAME

CLAIMANT: ABSENT

DEFENDANT: ABSENT

COURT: Judgment read in open court this day 17th June, 2025.

Right of Appeal explained.

D.R. ALASHI

SDJ

17.6.2025