

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

SUIT NO. SCC/05/2026

BETWEEN:

GEOFFREY AKULA.....CLAIMANT

AND

1. DESMOND SHATER AGBER.....DEFENDANT
(CHIEF EXECUTIVE OFFICER)

2. AMA GRAINS LIMITED

JUDGMENT

The claimant, Geoffrey Akula transferred the sum of **₦3, 000,000.00** (Three Million Naira) to the first defendant, Desmond Shater Agber into the Chief Executive Officer to the second defendant, Ama Graind Limited for the purchase of soya beans (glycine max) at the rate of **₦33,400.00** (Thirty Three thousand Four hundred Naira) per bag. It was expressly agreed by both parties that the defendant should sell the soya beans when it was profiteering. The defendant, without the claimants knowledge sold 90 (Ninety) bags of the soya beans in May, 2024 at the rate of **₦65, 000.00** (Sixty Five Thousand Naira) per bag wherein the proceeds from the sale was **₦5, 850,000.00** (Five Million Eight Hundred and Fifty Naira).

It is *viva voce* evidence of the claimant only paid him the sum of **₦2, 182,000.00** (Two Million One Hundred and Eighty Two Thousand Naira) which the defendant is yet to off-set till date.

WHEREOF the claimant demands

I]. The sum of **₦3, 668,000.00** (Three Million Six Hundred and Sixty Eight Thousand Naira).

II]. **₦1, 500,000.00** (One Million Five Hundred Thousand Naira) as general damages.

III]. Cost of the suit.

The following documents were rejected in evidence based on the reason that cases filed in small claims court are restricted to liquidated money demand. Article b (d) of Benue State Practice Directions for small claims court 2023 provides: Claim is for a liquidated monetary demand in a sum not exceeding **₦10, 000,000.00** (Ten Million Naira) excluding interest and cost. And also the Evidence Act is not applicable in the Small Claims Court payment of professional fees dated 3rd June, 2025 and Certificate of Electronic Generated Evidence pursuant to section 84(4) of the evidence (Amendment) Act 2023 were marked as rejected A and rejected B. However, the following documents were admitted in evidence they are:

I]. EXHIBIT A: The chat between the claimant and the defendant

II]. EXHIBIT B: Letter demanding for payment of outstanding balance of **₦3, 668,000.00** (Three Million Six Hundred and Sixty Eight Thousand Naira) emanated from Law Firm of **C.T. Mue & Associates** dated 2nd December, 2025.

III]. EXHIBIT C: Bank statement of the applicant covering January, 01 2024 to Tuesday, April 30th 2024.

IV]. EXHIBIT C1 is bank statement covering January 01 2024 to Tuesday, April 30th 2024.

When cross-examined by the defendant's counsel he admitted that the defendant paid him the sum of **₦2, 400,000.00** (Two Million Four Hundred Thousand Naira) leaving the balance of **₦600, 000.00** (Six Hundred Thousand Naira Only).

Having heard from the evidence of both claimant and defendants. I shall formulate a single issue for determination.

I]. Whether claimant has proved his case on the preponderance of evidence as required by law.

It is pertinent at this stage to examine page 4 of Exhibit A. The 1st defendant chatted thus: Anyway, sorry for the delays amount collected **₦1, 450,000.00** (One Million Four Hundred and Fifty Thousand Naira Only). My transaction with my clients was valued at 65K and I told you when I came to the house there.

Total **₦5, 850,000.00**

Less **₦1, 450,000.00**

Balance **₦4, 400,000.00**

For now this is where we are.

The defendant has maintained that he paid the total **₦2, 400,000.00** (Two Million Four Hundred Thousand Naira). In Exhibit A page 4 he stated that the total value of the product was **₦5,850,000.00** (Five Million Eight Hundred and Fifty Thousand Naira) subtracted from **₦2,400,000.00** (Two Million Four Hundred Thousand Naira) one can safely arrive at the sum of **₦3,450,000.00** (Three Million Four Hundred and Fifty Thousand Naira). The defendant by stating that he is only indebted to the claimant in the sum of **₦600, 000.00** (Six Hundred Thousand Naira) clearly depicts that the defendant is appropriating and reprobating at the same time.

When the claimant was cross-examined he acknowledged that the defendant refunded the sum of **₦2, 400,000.00** (Two Million Four Hundred Thousand Naira). Although the claimant in his evidence-in-chief testified that the defendant refunded the sum of **₦2, 182,000.00** (Two Million One Hundred and Eighty-Two Thousand Naira). Since both the defendant and the claimant have acknowledged that the defendant refunded the sum **₦2, 400,000.00** (Two Million Four Hundred Thousand Naira). This clearly indicated that the defendant is indebted to the sum of **₦3, 450,000.00** (Three Million Four Hundred and Fifty Thousand Naira) and not **₦3, 668,000.00** (Three Million Six Hundred and Sixty-Eight Thousand Naira) as the claimant wants the court to believe.

It is a settled law that oral evidence cannot contradict the content of documentary evidence, as documentary evidence speaks for itself. I refer and rely on the case of *UTTOV V. UTTOV* [2022] LPELR-57729 CA. Exhibit A is the documentary evidence wherein the first defendant acknowledged that he sold the soya beans at **₦5,850,000.00** for 90 bags. The defendant cannot resist from the contract agreement at this stage.

The law is settled that parties are bound by the contract they voluntarily entered into cannot act outside the terms and conditions captured in the

contract. I refer and rely on the case of GADO V. ILIYASU [2014] LPELR-23066(CA) PP. 19-20.

From the evidence before the court it is explicit fact that there was contract ad idem between the parties and one of the parties cannot reside from the contract by paying just the contract sum of **₦3,000,000.00** (Three Million Naira). The First defendant has admitted that he sold the soya beans at **₦5,850,000.00** (Five Million Eight Hundred and Fifty Thousand Naira). Why does he want to give only the capital to the claimant having provided from the sale of soya beans. I shall retrace that the defendants cannot reside from the agreement they entered into at this stage. I refer and rely on the case of PROFESSIONAL CLEANING SERVICES LIMITED V. BENUE STATE GOVERNMENT & ORS [2020] LPELR-52278(CA).

The defendants are willingly to pay only the capital because the market conditions for the season was extremely poor and buyers who were supplied the goods failed to pay and when some paid it came in trickles is not tenable and it does not in any way constitute a reason for not fulfilling contractual obligations. Various sums of money were paid in instalment as Exhibited in Exhibit C. The breakdown of the money that the 1st defendant as well as the 2nd defendant transferred is captured in EXHIBIT C. On 3rd June, 2024 the sum of **₦150, 000.00** was credited to the claimant's account by the defendants. 20th July, 2024, **₦30, 000.00** was transferred was credited to claimant, 3rd August, 2024. **₦500, 000.00** was transferred from the 2nd defendant to the claimant, 10th August, 2024, the sum of **₦300, 000.00** was credited to the claimant from the 2nd defendant, and cash sum was also advanced to the claimant. When cross-examined the defendant admitted that majority of the payment was made through transfer.

In the vivo voce evidence of the claimant he testified how he suffered economic loss on his business due to failure of the defendants to provide his capital as well as his profit from the soya beans business arising from the breach and such loss must be real and within the contemplation of the parties not speculative or imaginary. I refer and rely on the case of PROFESSIONAL CLEANING SERVICES LIMITED V. BENUE STATE GOVERNMENT (SUPRA) P.30 Paras C-E.

Furthermore, in the case of OZIGBY ENGINEERING COMPANY LIMITED V. IWUAMADI [2011] ALL FWLR 1975 P. 2007 Para A-B. It was held that in the award of damages the courts are endowed with an unfettered discretion to keep up within the times and economic trend in the country and most especially with the prevailing fluctuating and rather obvious decline in the purchasing power of the Nigerian currency.

Since the claimant has proved his case on the balance of probability as required by Law the case of the claimant succeeds.

IT IS HEREBY ORDERED AS FOLLOWS.

1]. The defendants shall pay the claimant jointly the sum of

₦3, 450,000.00 (Three Million Four Hundred and Fifty Naira) being the outstanding balance of n the amount sold for the 90 bags of soya beans (glycine Max).

2]. In addition the sum of **₦1, 500,000.00** (One Million Five Hundred Thousand Naira) is awarded as general damages.

EXHIBITS SHALL BE RETURNED TO THE CLAIMANT IF THERE IS NO APPEA.
RIGHT OF APPEAL EXPLAINED.

DATE: 7. 5. 2026

D.R. ALASHI ESQ.

CLAIMANT: ABSENT

SDJ1

DEFENDANT: ABSENT

7.5.2026

M.A. UYINA ESQ. For claimant.

COURT: Judgment read in open court 7th May, 2026.

COURT: Right of Appeal explained.

Uyina: I appreciate the court for the industry put in the judgment.

D.R. ALASH ESQ.

SDJ1

7.5.2026

