

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

SUIT NO. SCC3/14/2025

**BETWEEN:**

**AZEGE AMOS.....CLAIMANT**

**(TRADING UNDER THE NAME & STYLE OF SHALITEN INVESTMENT LTD)**

**VS**

**MAKURDI LOCAL GOVERNMENT COUNCIL.....DEFENDANT**

**JUDGMENT**

The claimant **Azege Amos** (Trading under the name and style of Shaliten Investment Limited) claims against the defendant, Makurdi Local Council the sum of **₦5, 000,000.00 (FIVE MILLION NAIRA)** ONLY and **₦3, 000,000.00 (THREE MILLION NAIRA)** ONLY as general damages.

All relevant forms were served on the defendant but the defendant failed to enter appearance. It is evidence of the claimant that on the 4<sup>th</sup> November, 2021 he was offered a contract by Makurdi Local Government Council for the production of 5,000 (FIVE THOUSAND) copies of customized 50 leaves exercise books for schools within Makurdi Local Government Council.

He testified that upon completion of the contract; he applied for payment. The application was written to the Special Advisor Bureau of Local Government and Chieftaincy Affairs requesting the Special Advisor to intervene and pay the contract sum however he was not still paid.

The claimant further testified that he hired the services of a lawyer who wrote a demand letter to the Local Government Council on his behalf but surprisingly Makurdi Local Government Council has refused to pay the contract sum. The claimant concluded that he suffered tremendously which has greatly affected his

business due to the loss of funds. He prayed the court to grant his claim and also award general damages.

The following documents were tendered and admitted in evidence.

EXHIBIT A: RE: LETTER OF DEMAND FOR PAYMENT OF CONTRACT SUM DULY EXECUTED by MESSRS SHALITEN INVESTMENT LTD address to the Special Advisor Bureau for Local Government and Chieftaincy Affairs, Makurdi dated 24<sup>th</sup> January, 2022.

EXHIBIT B: Letter of Acceptance for production of customized notebooks for schools in Makurdi Local Government Council, Makurdi dated 24<sup>th</sup> January, 2022.

EXHIBIT C: RE: Presentation of quotation for the production of customized notebooks for schools in Makurdi Local Government Council dated 4<sup>th</sup> November, 2021.

EXHIBIT D: Demand for the payment of the contract sum of **₦5, 000,000.00 (FIVE MILLION NAIRA)** and accrued damages only 1 precaution notice dated 9<sup>th</sup> December, 2024.

The Nigeria legal system encourages sanctity of contract and parties are expected to fulfil their contractual obligations. The failure to pay for service rendered constitutes a breach of contract wherein who does not received the promised performance because of the breach by the other party is entitled to compensation which normally takes the form of damages. I refer and rely on the case of **OWONIBOYS TECHNICAL SERVICES LIMITED V. UNION BANK OF NIGERIA LTD [2003] 15 NWLR (PT.844) 545.**

On the whole the case of the claimant succeeds. Judgment is entered in favour of the claimant in the sum of **₦5, 000,000.00 (FIVE MILLION NAIRA)** only and general damages of **₦2,500,000.00 (TWO MILLION FIVE HUNDRED THOUSAND NAIRA)** ONLY. For avoidance of doubt the defendant shall pay the claimant the sum of **₦7, 500,000.00 (SEVEN MILLION FIVE HUNDRED THOUSAND NAIRA)** ONLY.

**D.R. ALASHI**

**SDJ**

**26.5.2025.**

DATE: 26.5.2025

CORAM: SAME

CLAIMANT: PRESENT

DEFENDANT: ABSENT

COURT: Judgment read in the open court this 26<sup>th</sup> May, 2025.

RIGH OF APPEAL EXPLAINED.

**D.R. ALASHI**

**SDJ**

**26.5.2025.**

