

IN THE DISTRICT COURT OF KWARA STATE OF NIGERIA

IN THE ILORIN JUDICIAL DIVISION

HOLDEN AT ILORIN

SUIT NO: MCI/131/2024

BETWEEN

RDMC INTERNATIONAL SERVICE LIMITED.....CLAIMANT

AND

ABUBAKAR IBRAHIM.....DEFENDANT

JUDGMENT

This default Judgment is delivered in respect of a claim brought before this Honourable court by the claimant, RDMC International Service Limited against the defendant Abubakar Ibrahim, pursuant to a writ of summon filed on 9th April 2024.

The claimant's action is in respect of the recovery of a debt in the sum #2,000,000 (Two Million Naira); the cost and interest are as states in the particulars of claim attached to the writ.

The defendant, despite being served with the originating processes on 12th April, 2024 failed/neglected to reply by filed statement of defence or by filing a memorandum of appearance within 21 days, as prescribed under the applicable rule of court.

On the strength of the affidavit of service deposited to by the bailiff of this court Mr. Mohammed and which is dated 12th April 2024, the court is duly satisfied that the defendant was duly served with the writ of summons and other accompanying documents at the address of the defendant at Number 2 Anifowoshe Street, Ilorin, Kwara State on 12th April 2024.

It has been over 21days since service of the writ of summons and accompanying documents were served on the defendant, but the defendant failed or neglected to

file any defence and he did not tender any explanation before the court for his absence or failure to respond.

Hence , in the absence of any defence, the court is entitled to enter judgment in default pursuant to the rules of this court (Order V Rule 1(3) of the District Court Rules of Kwara State 2022)

Thus, the claimant avers that:

1. The defendant is indebted to the claimant in the sum of (#2,000,000) Two Million Naira arising from the supply of goods given to him by the claimant.
2. Several demands have been made to the defendant but the debt remains unpaid
3. The claimant seeks judgment for the principal sum, interest at the rate of 2% per annum from 20th December 2023 until the date of Judgment and thereafter at the court's rate until final liquidation.

The claimant's affidavit in support of the default summons remains uncontroverted.

Having carefully considered the processes filed by the Claimant and the Defendant's failure to respond, this court is satisfied that the claimant has established a *prima facie* case warranting the grant of reliefs sought.

Hence, the law is settled that where facts in an affidavit remain unchallenged and uncontroverted, the court is entitled to accept such facts as true and act upon them and I So Hold. See *Tukur v. UBA* (2013)4 NWLR (Pt.1343) 90 SC. Where it was held that:

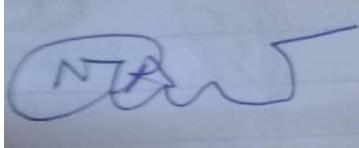
“An affidavit evidence constitutes evidence and must be so construed; hence, any deposition therein which is not challenged or controverted is deemed admitted.”

Accordingly, judgment is hereby entered in favour of the claimant as follows:

1. The defendant shall pay to the claimant the sum of Two Million Naira (#2,000,000) being the principal sum.

2. Interest on the said sum of the rate of 2% per annum from 20th December 2023 until the date of judgment.
3. Post judgment interest at the rate of 3% per annum until full and final liquidation of the judgment debt
4. Cost of this action assessed at #200,000 is awarded in favour of the claimant.

This is the judgment of the court.

A handwritten signature in blue ink, appearing to read "N.T Ahmed".

Mrs. N.T Ahmed
Abdulrasak

MAGISTRATE