

**IN THE CHIEF MAGISTRATE COURT OF KANO STATE
IN THE KANO SMALL CLAIMS COURT
HOLDEN AT KANO**

SUIT NO: SCC/309/20

BETWEEN:

ALH UMAR LABARAN DANGA***PLAINTIFF*

AND

AMINU IBRAHIM FANISAU***DEFENDANT*

JUDGMENT

The Plaintiff in this case approached this honourable court on the 30th day of September, 2020 by way of filing civil demand form SCA1 and a complaint Form SCA2.

The Plaintiff claimed against the Defendant the sum of Nine Hundred and Seventy-two Thousand Naira only (972,000.00) being an unpaid balance for the purchase of chicken at his farm in Karfi, Kura Local Government Kano.

A summon was served on the Defendant and the matter was mentioned on the 19th of November, 2020 where the Defendant totally denied liability and also served on the court a defence/admission form SCA5 and a date was fixed for hearing.

In an attempt to prove their case, the plaintiff called in two witnesses as follows:

PW1 whose name is Nura Sulieman, a resident of Goron Dutse Yalwa Quarters, who is also the manager of Umariyya Farms of Karfi in Kura Local Government, stated to this court that he has been the manager of the said farm almost 2 years now.

PW1 after identifying the Defendant stated to this court that at the Umariyya Farms, they had about 6000 7 weeks old chicken which they intended to rear for 5 months.

PW1 stated that one Aminu Ibrahim was sent to the farm by one Gaza to pick 50 chickens which were sold to the said Gaza. That it was his first encounter with the said Aminu Ibrahim (who is the Defendant in this case).

PW1 stated that the said Aminu Ibrahim insisted on them to sell those chicken even after informing him that they want to keep them for 5 months, that they will get more profit. As such, they agreed and informed him that they will not be selling on credit, so he accepted to buy.

PW1 further stated that the said Aminu Ibrahim started taking the chicken in batches up to 4,300 pieces and also started paying in installments which remained N972,000.00 for 1,300.

PW1 stated that they have been requesting the Defendant to pay them, but all fell in deaf ears and so decided to institute an action.

PW1 also stated that they first made a report at the police station in Fagge Division, where the Defendant made a statement that the end of September, he is yet to pay, they can take any action.

PW1 pleads write the court to get his money and damages incurred. Under cross examination, PW1 stated that it was one Alh Umaru that sold the chicken to the Defendant. That each was sold at N750 and the total amount is N2,800,000.00 (Two Million Eight Hundred Thousand only).

PW1 further stated that they have sold 4,300 chicken to the Defendant and has paid N1,828,000.00 and what remains and are claiming is the sum of N972,000 from the Defendant.

PW1 also stated that he was around when the said chickens were sold, that this is the first time they have engaged in this type of business with the Defendant.

PW whose name is Umar Labaran Danga a resident of No. 911 Darmanawa Quarters, Tarauni Local Government stated to this court that he is a businessman, that he has a farm land and also a travel agency.

That the name of the farm is Umariyya Farm situated at Karfi, Kura Local Government. After identifying the Defendant whose name is Aminu he said, stated that he knew the Defendant, through one Garzali a manager of Dala FM Radio who came to his farm with one Kutama and the said Defendant.

PW2 stated that the Defendant seeing, the 6,000 piece of merger chicken advised him to reduce the number by selling and also giving more room to the remaining as the room was too small for them, and that he will get more profit as the type of merger chicken is scares in Kano.

PW2 stated that he informed the Defendant that he will not want to sell on credit. So the said Defendant agreed to buy and pay immediately.

PW2 stated that the Defendant came home with two other people and agreed that he shall buy each chicken at N760, and that the next morning he was at the farm to take the agreed chicken and that the Defendant promised to pay in a week which he had to plead with him to agree, after I have spoken with Garzali who introduced me to the Defendant and testified that I am good to go, and so I allowed the Defendant to carry 1000 merger chicken.

PW2 stated that after 5 days, the Defendant paid the sum of N500,000.00 and requested to add 1000 more chicken with the promise to pay with the remaining balance in a week.

PW2 also stated that the Defendant also added another 400 chicken, totaling 1500 unpaid chicken totaling the sum of N1,140,000.00. PW2 stated that the Defendant has paid the sum of N190,000.00 and what remains is the sum of N950,000.00 and also a sum of N22,000.00 for 50 pieces of some small chicken at N440 each and the total sum claimed with the Defendant is N972,000.00.

PW2 stated that all efforts to get the Defendant to pay has failed and pleaded with the court to assist him in getting his money from the Defendant.

Under cross examination PW2 stated that he has been in the merger business since last year as he has grown up in rearing chicken.

PW2 stated that Nura Suleiman Salihu is his manager at Umariyya Farm who is PW1 in this case.

That he sold the merger chicken at N760 not his manager, that this is his first time business with the Defendant.

PW2 stated that he has sold a total of 4250 chicken to the Defendant and is claiming for 1500 chicken with 50 other small chicken totaling N972,000.00.

Under re-examination, PW2 stated that Nura is his manager at Umariyya Farms, and that they conduct a sale both at home and at the farm, with or without the manager.

That is the Plaintiff's case.

At the close of the Plaintiff's case, the Defendant sought for a date to enter his defence.

On the date slated for defence, counsel for the Defence urged the court to proceed in the absence of the Defendant as he has failed after several demands and adjournment to appear before the court.

Counsel therefore applied under Art 8 (2) of the SCPD 2018 to enter judgment.

It is on this ground that the court deems it fit and I therefore enter judgment in favour of the Plaintiff one Umar Labaran Danga against the Defendant one Aminu Ibrahim Fanisau in the sum of N972,000.00.

It is further ordered that the Defendant to pay the sum of N50,000.00 as cost of filing and prosecuting this case.

Signed
Zuhura Madaki
16/03/2021

COUNSEL
Kabiru Ishaq Esq for the Plaintiff

M. A. Jamilu Esq for the Defendant