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IN THE MAGISTRATE COURT OF LAGOS STATE
IN THE LAGOS MAGISTERIAL DIVISION
HOLDEN AT COURT 7 IGBOSE, LAGOS
BEFORE HER HONOUR MRS F.M DALLEY
TODAY THE 22nd of JANUARY 2026

AKINWOLE GIDEON

SUIT NO: MCL/SCC/302/2025
CLAIMANT

AND

AFROGOLD ENTERTAINMENT LTD

DEFENDANT

JUDGEMENT

The Claimants commenced this suit by way of small claims on the 1st of December 2025.

The facts of the suit are as follows:

1. The Claimants is private citizen and an entrepreneur who specializes in the business of events and shows promotions of No. 7 Lateef Fagbemi Street, Ilaje, Bariga.
2. The Defendant is a limited liability company registered under the Companies and Allied Matters Act engaged in the business of Entertainment and Club Operations, whose registered address is 70 Adetokunbo Ademola Street, Victoria Island, Lagos.
3. The Claimants avers that the Defendant is the operator of Scarlet Club, an unregistered business name managed by the Defendant's alter ego Mr. Kenny Slimary Frank JR Adigwe.
4. The Claimants avers that he entered into an agreement with the Defendant to host an event tagged Elite Night 5.0 on the 28th of June 2025 at Scarlet Club.
5. The Claimants avers that they reached an agreement that 20% of all monies derived from the event sales shall be payable to the Claimant by the Defendant.
6. The Claimant avers that the event generated the sum of =N=6,032,000.00 (Six Million, Thirty-Two Thousand Naira), thereby the Defendant was to pay the sum of =N=1,206,400 (One Million, Two Hundred and Six Thousand, Four Hundred Naira).
7. The Defendant after several demands from the Claimant has failed to pay the Claimant.

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As a result, the Claimant claims against the Defendant the following:

- a. The sum of =N=1,206,400 (One Million, Two Hundred and Six Thousand, Four Hundred Naira) being the debt owed to the Claimant.
- b. The sum of =N= 500,000.00 (Five Hundred Thousand Naira) as general damages suffered by the Claimant for the delay and failure to pay the debt as at when due.
- c. The sum of =N= 200,000.00 (Two Hundred Thousand Naira) as interest per month on the debt from when the money was due until payment is made to the Claimant.
- d. Cost of Action in the sum of =N=500,000.00 (Five Hundred Thousand Naira).

The Defendant was duly served with the originating processes on the 22nd of December 2025. The Affidavit of Service by the Sheriff of Court is equally dated 22nd December 2025. Hearing notice was further served by the Sheriff of Court on the 13th of January 2026

Hearing of the summary judgment application commenced on the **15th of January 2026**. The Claimant Counsel adopted their summary judgement application dated 20th October 2025 and tendered the following documents in support of the summary judgement application which were duly admitted and marked respectively:

1. Scarlet Club's Event Hosting Form **"Exhibit A"**
2. Pictures of poster designed and advertised for the purpose of the Elite Night 5.0 at Scarlet Club dated 28th June 2025 **"Exhibit B"**
3. Sales receipt dated 28th June 2025- 29th June 2025 in the sum of =N= 5,687,500.00 **"Exhibit C"**
4. Two transaction receipts from Swiftease promotion to Afrogold Entertainment dated 29th June, 2025 for the sum of =N=300,000.00 and =N= 492,500.00 **"Exhibit D1 & D2"**
5. WhatsApp messages with Scarlet Manager dated between 29th June 2025 and 18th August 2025 **"Exhibit E"**
6. Letter of demand dated 11th September 2025 from Ecolaw to the MD Afrogold Entertainment Ltd **"Exhibit F"**

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The Claimant wants the Court to grant the application for summary judgment in their favour. The essence of proceedings of summary judgment **under Article 3 (1) of the Small Claims Practice Direction 2023** states that where a Claimant believes that there is no defence to his claim, he may file with the summons an application for summary judgment as in form SCA3 (a). **Article 3(2) of the same Practice Direction** states that the application for summary judgment shall be supported by an affidavit stating the grounds for his belief (that there is no defence to his claim) as in form SCA3B. **Article 3 (5)** states that "where it appears to a Magistrate that the Defendant does not have a good defence, the Magistrate may enter the judgment for the Claimant"

A summary judgment has equally been given judicial interpretation in **MADALLA V GUSAU (2014) LPELR-22899 (CA)** where the Court stated:

"A summary judgment is said to be a judgment given in favor of a plaintiff without a plenary trial of the action. In **SODIPO V LEMINKAIMEN (1986) 1 NWLR 220**, the Court defined summary judgment thus: "It is for disposing, with dispatch, cases which are virtually uncontested."

In other words, procedure by way of summary judgment is resorted to by a Claimant where the Defendant obviously has no defense to the action. The summary judgment procedure averts unnecessary delay and expenses, often unavoidable in a full trial, a Claimant may apply to the Court for instant judgment if his claim is manifestly unanswerable both in facts and in law, provided that the claims fall within the class of matters in which under the Rules, the Court may grant such judgment.

Order 13 of the Lagos State High Court (Civil Procedure) Rules 2019 provides as follows: "Where a plaintiff believes there is no defense to the claim, he may file a motion for judgment alongside the origination processes supported with an affidavit and a written address. Where the Defendant intends to defend, he shall file a statement of defense, list of deposition of witnesses, list and copies of documents to be used in his defense, a

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counter affidavit and a written address in response to the application for summary judgment."

The Claimant in filing an application under the **Small Claims Practice Direction 2023** must do so believing that there is no defence to the claim and shall file along with his claim all the supporting processes, documents and exhibits.

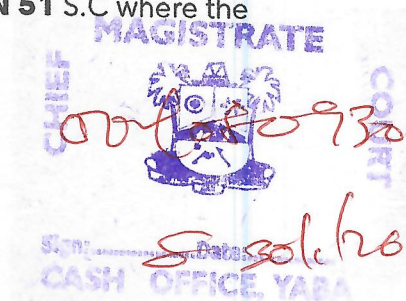
Upon reviewing all the facts and evidence presented before the Court, the Claimant and the Defendant agreed for the Claimant to host an event at the Scarlet Club on the 28th of June 2025 in consideration for 20% of the total money made at the event. The event took place and the sum of =N=6,032,000.00 was made thereby the sum of =N=1,206,000.00 due to the Claimant. **Exhibit C** which evidenced the sales for the 28th of June 2025 was in the sum of =N=5,687,500.00. Therefore 20% of that figure amounts to the sum of =N=1,137,500.00.

The Claimant tendered a bundle of exhibits in support of his claim. Specifically in **Exhibit E**, the Defendant admitted to owing the Claimant, made several promises to pay the Claimant however failed to pay the Claimant.

The Claimants having tendered evidence in support of the claim and the Defendant failing to disclose any Defence to the Claimant's case; the Claimant is therefore entitled to his claim in the sum of =N=1,137,500.00 (One Million, One Hundred and Thirty-Seven Thousand, Five Hundred Naira) only.

Secondly, the Claimants claims the sum of =N= 500,000.00 (Five Hundred Thousand Naira) as general damages for breach of the contract and additional expense he incurred. Damages are a form of financial reward for a party who has suffered from a wrong cause or precipitated by the wrongful act or conduct of another party. I refer to the case of **AHMED H. SAIDU V CENTRAL BANK OF NIGERIA (2013) 47 WRN 51 S.C** where the court held

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"The award of damages is purely within the precinct of the trial court. The power to award damages by the trial court is exercised in the circumstances of a judicious estimation of the loss to the victim once a breach of contract has been established"

A claim for general damages can't be easily assigned a monetary value as it pains, suffering and emotional trauma. General damages are losses that flow naturally from the defendant's acts and its quantum need not be proved or pleaded as they are preserved by law. **AKINKUGBE V EWULUM HOLDINGS (2008) 6 NWLR PT 1098**. SEE ALSO **HADLEY V BAXENDALE (1854) 9 EXCH 341**.

In view of the above and the evidence before the Court, I hereby order the sum of =N= 500,000.00 (Five Hundred Thousand Naira) as general damages against the Defendant.

Thirdly, the Claimants claims =N= 200,000.00 per month as interest on the debt from when the money was due till payment is made. In **DANTAMA v. UNITY BANK PLC (2015) LPELR-24448(CA)** the Court of Appeal per Gal Inje J.C.A. at pages 22-23, paragraphs. G-A said: ***"...It follows therefore that before a party can claim pre-judgment interest, he has to plead not only his entitlement to the interest, but the basis of the entitlement either by statute or contract/agreement between the parties, or under mercantile custom or under principle of the equity."*** Per GALINJE, J.C.A. (Pp. 22-23, paras. G-A)

Following the criteria set out above the Claimant has failed to establish a claim for the award of Pre-Judgment Interest. Therefore, the relief sought by the Claimant for pre judgement in respect of the sum of =N= 1,206,400.00 (One Million, Two Hundred and Six Thousand Four Hundred Naira) hereby fails.

Finally, the Claimant claims the sum of =N=500,000.00 as costs of the action. It is trite that cost is not imposed as a punishment on the party who pays them nor are they awarded as bonus to the party who received them, the party entitled should only be indemnified for his out-of-pocket expenses and be compensated for the time and fare expenses for the litigation. See the case of **BUHARI V OBASANJO (2005) 2 NWLR PT 910 PG 241 AT**

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602. I hereby award the sum of =N=200,000 (Two Hundred Thousand Naira only) as costs of the action.

In conclusion, despite being served with originating processes the Defendant failed, refused and neglected to file a defence or a counter affidavit to the application for summary judgment. The law is trite that unchallenged and uncontroverted evidence is to be admitted and acted upon by the trial Court. See the case of **INAKOJU VS ADELEKE (2007) 4NWLR PT 1025 PG 423.**

See **MILITARY GOVERNOR OF LAGOS STATE & OTHERS -V- ADEBAYO ADEYIGA & OTHERS (2012) 5 NWLR (PT. 1293) PG 331** where it was said

"The position of the law where evidence is unchallenged or uncontroverted is that such evidence will be accepted as proof of a fact it seeks to establish. A trial court is entitled to rely and act on the uncontroverted or uncontradicted evidence of a plaintiff or his witness. In such a situation, there is nothing to put or weigh on the imaginary scale of justice. In the circumstance the onus of proof is naturally discharged on a minimum proof." **MOGAJI -V- CADBURY (FRY) LTD (1972) 2SC 97, OMOREGBE -V- LAWANI (1980) 3-4 SC 108, FASORO -V- BEYIOKU (1988) 2 NWLR (PT.76) PG 263, NWABUOKU -V- OTTIH (1961)**

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Accordingly, I hereby enter Judgment in favour of the Claimant as follows:

IT IS ADJUDGED THAT the Claimant is entitled to recover from the Defendant the sum of =N=1,137,500.00 (One Million, One Hundred and Thirty-Seven Thousand Five Hundred Naira) only being the outstanding amount due to the Claimant.

IT IS ADJUDGED THAT the Claimant is entitled to the sum of =N=500,000.00 (Five Hundred Thousand Naira) as general damages.

IT IS ADJUDGED THAT the Claimant is entitled to the sum of =N=200,000.00 (Two Hundred Thousand Naira) for costs of this action.

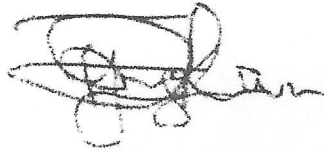
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IT IS ORDERED THAT the Defendant pays the adjudged sums within fourteen days.

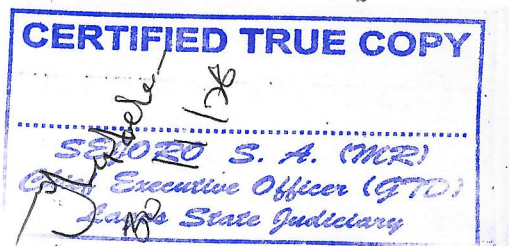
SIGNED



Mrs. F.M DALLEY
MAGISTRATE
COURT 7
IGBOSERE MAGISTRATE COURT
22nd January 2026

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