

IN THE CIRCUIT COURT OF GHANA HELD IN ACCRA ON THURSDAY THE 27TH
DAY OF OCTOBER, 2022 BEFORE HER HONOUR ROSEMARY BAAH TOSU (MRS) –
CIRCUIT COURT JUDGE

SUIT NO. C5/349/2021

ESTHER SERWAH

=

PETITIONER

ABLEKUMA,
ACCRA

VRS

SOLOMON YAW GYABAA

=

RESPONDENT

ABLEKUMA,
ACCRA

CONSENT JUDGMENT

WHEREAS,

1. Whereas on 24th day of May, 2021 the Petitioner caused a Divorce Petition to be filed claiming the following reliefs:
 - a) Dissolution of the Ordinance Marriage contracted between the parties as having broken down beyond reconciliation.
 - b) An order awarding custody of the issues of the marriage to the Petitioner with reasonable access to the Respondent.
 - c) An order directed at both parties to be jointly responsible for the maintenance of the issues of the marriage.
 - d) A declaration that the property thereof at Olebu-Ablekuma, Accra is the sole property belonging to the Petitioner.

e) A declaration excluding the Respondent as part owner of Esther Gyabaa spraying Enterprise.

f) Any other order(s) as his Honourable Court may deem fit.

2. Whereas the Respondent herein filed an Answer and Cross Petitioner on the 30th March, 2022 for the following reliefs:

- i. That the said marriage be dissolves as prayed.
- ii. That the Respondent be granted custody of the children with reasonable access to the Petitioner.
- iii. That the Parties be ordered to share the maintenance cost and periodical payments of the children as may be just.
- iv. A declaration that happiness in the marriage has been largely destroyed by the conduct of the Petitioner and the Respondent to compensated with lump sum of GH¢50,000 for divorce.
- v. A declaration that the matrimonial home is a joint property, and the Respondent is entitled to an equity share.
- vi. An order directing the Petitioner to pay for the use of the auto machine for the services rendered to the Petitioner from February 2021 to date of determination of this matter.

3. Whereas the parties have mutually agreed to settle the suit amicably between themselves on the terms below:

WHEREFORE, THE PARTIES HEREIN HAVE HEREBY AGREED TO THE TERMS SET OUT HEREUNDER AS CONSENT JUDGMENT AND FINAL SETTLEMENT OF THIS SUIT.

1. That the marriage celebrated between the Parties on the 11th day of February, 2006 at the Voice of the Lord Evangelical Church, Abeka-Accra, be dissolved as having broken down beyond reconciliation.
2. That custody of the issues of the marriage is given to the Petitioner with reasonable access to the Respondent.
3. That Respondent shall have access to the issues of the marriage at every weekend and vacations and any other periods agreed by the Parties at the residence of the Respondent.
4. That the Respondent shall solely responsible for all the education and major medical expenses pertaining to the last issue of the marriage.
5. That the Respondent agrees to pay monthly amount of Four Hundred Ghana Cedis (GH¢400.00) for the upkeep of the last issue of the marriage.
6. That the two bedroom self-contain house at Olebu in Accra be given to the Petitioner as her personal property, which was acquired prior to the celebration of the marriage of the parties herein.
7. That Petitioner shall have the car auto machine exclusively to herself subject to the following condition:

- That Petitioner shall pay an amount of Fifty Thousand Ghana Cedis (GH¢50,000.00) to the Respondent. This amount shall be paid in installment of Twenty Thousand Ghana Cedis (GH¢20,000.00) on 27th October, 2022 whilst the remainder of Twenty-Three Thousand Ghana Cedis (GH¢23,000.00) shall be paid by the ending of January, 2023.

- That Petitioner shall pay Seven Thousand Ghana Cedis (GH¢7,000.00) being debt owed by Respondent to the seller of the car auto machine, out of the Fifty Thousand Ghana Cedis (GH¢50,000.00).

- That Petitioner shall pay the outstanding debt of Eighteen Thousand Ghana Cedis (GH¢18,000.00) to recover the total cost of the car auto machine.

8. That there shall be no award for alimony in favour of either party herein.

9. The Terms of Settlement shall constitute full and final settlement of this matter between the parties.

10. The terms herein agreed upon be entered as Consent Judgment of the Court.

11. That the terms of settlement herein contained shall be subject to the usual default clause.

BY COURT: I have heard both parties to the suit and considered their evidence. I find that the marriage celebrated by the parties on the 11th February, 2006 at the Voice of the Lord Evangelical Church, Abeka, Accra, is broken down beyond reconciliation and is accordingly dissolved.

Marriage Certificate Number 016 with Licence Number AMA/0563/2006 is accordingly cancelled. Let the Terms of Settlement filed by the parties on the 24th October, 2022 be entered as Consent Judgment of this Court.

(SGD)
H/H ROSEMARY BAAH TOSU (MRS)
(CIRCUIT COURT JUDGE)