

IN THE FAMILY AND JUVENILE COURT 'C' AT THE FORMER COMMERCIAL COURT BUILDING, ACCRA, HELD ON FRIDAY THE 13TH DAY OF DECEMBER 2022 BEFORE HER HONOUR HALIMAH EL-ALAWA ABDUL-BAASIT SITTING AS AN ADDITIONAL MAGISTRATE WITH MADAM PHILOMENA SACEY AND MR. WISDOM ATIASE AS PANEL MEMBERS.

SUIT NO. A6/342 /22

ELIZABETH AGGINIE
OSU, ACCRA

APPLICANT

VS.

NICHOLAS TABIRI
OSU, ACCRA
RESPONDENT

Parties Present

No Legal Representations for Parties.

CONSENT JUDGMENT

The Applicant on the 12th of April 2022 filed an Application praying for the following reliefs;

1. That an order directed at the Respondent to maintain the issue with an amount of Ghc300.00 a month.
2. An order to name the issue.
3. That order directed at the Respondent to refund the hospital bills and school fees previously spent on the issue.
4. Any other orders as the necessary court deem fit.

The Applicant's Case

Elizabeth Agginie Vs Nicholas Tabiri

The Applicant in her Affidavit in support deposed that she has an unnamed 3 years, 6 months old child with the Respondent and that when she informed the Respondent about the pregnancy, he told her to abort the pregnancy but she refused. She further deposed that she did not hear from the Respondent again till she gave birth and was asked by the Respondent and his uncle to contribute to a DNA test before the child will be maintained. She stated that she reported the matter to the Social Welfare Department but Respondent would not allow the matter to be resolved amicably, hence her prayer for the reliefs mentioned above.

The Respondent's Case

The Respondent in his Affidavit in opposition filed on 19th April 2022 deposed that he was in an intimate relationship with the Applicant but later discovered she was in another relationship with a different man. He deposed that after the Applicant got pregnant, it was the other man who accepted and catered for the pregnancy till birth. He concluded by saying that he is opposed to the plaintiff application and does not agree that he is the father of the child who has been named according to customs of another man and now wants him to rename and take responsibility of the child.

DETERMINATION:

The matter came up for hearing on the 10th of May, 2022 and the Respondent denied paternity of the child of which the court ordered for a DNA to be conducted on the child to ascertain paternity. On the 22nd of November 2022, the result of the DNA Test as signed by Lovrain Hel, the Medical Technologist indicated that all markers are compatible with paternity and as such the Paternity of the Respondent is confirmed with reasonable certainty. In view of

the DNA results confirming the Respondent as the father of the child, the Court referred the parties to the Court Connected Alternative Dispute Resolution (ADR) Centre to attempt an amicable resolution of the Applicant's reliefs. Following a successful resolution of the dispute, the parties appended their signatures to the Terms of Agreement.

Terms of Agreement

Before the court is an ADR Terms of Agreement dated 28th November 2022, where the parties agreed on the following:

1. **Custody:** That Applicant shall have custody of the child.
2. **Access:** That Respondent shall have access to the child on weekends when he is available.
3. **Maintenance:** That Respondent shall pay monthly maintenance of Two Hundred and Fifth Ghana Cedis (Ghc250.00) for the child in court on or before the last day of each month effective November 2022
4. **Education:** That Respondent shall look for a school of his choice but which is closer to where Applicant lives and pay the child's school fees and anything that concerns his education.
5. **Health:** That Applicant shall Register the child on the National Health Insurance Scheme (NHIS) and renew same anytime it falls due and the Respondent shall pay medical bills not covered by health Insurance.

The Terms of Agreement however indicated that the parties were unable to agree on the issues of naming of the child as well as the payment of arrears of school fees arrears of which the Mediator referred the parties back to court for a determination.

DECISION:

Upon consideration of the Application, the evidence on record, the testimony of the parties and pursuant to the provisions of The Children’s Act, 1998 (Act 560), the court orders as follows;

- i. The Respondent is to perform the naming rites of the child on or before the 15th of January, 2023.
- ii. The Respondent is to pay an amount of Two Thousand Ghana Cedis (Ghc2, 000.00) in respect of the school fees arrears and same is to be paid into court by instalments. The Respondent shall commence payment in January 2023 and must complete payment on or before the 30th of June, 2023.

BY COURT:

The Terms of Agreement dated 28th November 2022, signed by both parties before the Mediator; MADAM DORIS KOTEY and confirmed by both parties is hereby adopted and entered as Consent Judgment. The parties shall do well to abide by the Terms so agreed and the Orders made in the best interest of the child.

.....
H/H HALIMAH EL-ALAWA ABDUL-BAASIT.
PRESIDING JUDGE

I AGREE

I AGREE

.....
MR. WISDOM ATIASE
PANEL MEMBER

.....
MADAM PHILOMENA SACKEY
PANEL MEMBER

