

IN THE FAMILY AND JUVENILE COURT 'C' AT THE FORMER COMMERCIAL COURT BUILDING, ACCRA, HELD ON TUESDAY, THE 22ND DAY OF NOVEMBER 2022 BEFORE HER HONOUR HALIMAH EL-ALAWA ABDUL-BAASIT SITTING AS AN ADDITIONAL MAGISTRATE WITH MADAM PHILOMENA SACKEY AND MR. RICHARD TEGBEY AS PANEL MEMBERS

SUIT NO. A6/126/23

ESTHER MODZAKA
LAPAZ
ACCRA

APPLICANT

VS.

SAMUEL OFFEI
FADAMA
ACCRA

RESPONDENT

Parties Present

No Legal Representations for Parties.

CONSENT JUDGMENT

The Applicant on the 15th of September 2022 filed an Application praying for the following reliefs;

1. An order awarding custody of the issue to the Applicant with reasonable access to the Respondent.
2. An order for the Respondent to maintain the issue with an amount of Eight Hundred Cedis (Ghc800.00) monthly.

3. An order directed at the Respondent to pay for the educational expenses of the issue, the medical bills and provide other necessities of life as and when it falls due.
4. An order for the Respondent to pay the accumulated balance of Fifty Ghana Cedis (Ghc50.00) per week towards the maintenance of the issue from March 2017 to October 2021
5. Any other order(s) deemed fit by the Honorable Court.

The basis of this Application as deposed to by the Applicant in her Affidavit in Support is that she was in a relationship with the Respondent for about Eleven (11) years when the Respondent married another woman without her knowledge. She subsequently solely had custody of the child and bore the major of the financial responsibility of the child with the help of her mother although the Respondent remits intermittently. She concluded by stating that as the biological mother of the child, she believes she is very much capable and also in the right position to have custody of the child. She deposes the Applicant is actively working as a mechanic and is capable of maintaining the child.

The Respondent case

The Respondent filed his Affidavit in Opposition on 12th of November 2022 and admitted having a child with the Applicant. He deposed that he stopped maintaining the child because the Applicant kept rejecting same, and also denied him from having access to the child. He indicated that he does not owe the Applicant and can only afford Three Hundred Ghana Cedis (Ghc300.00) as monthly maintenance since he has lost his job.

DETERMINATION

The matter came up for hearing on the 8th of November 2022 and the court observed that the parties were amenable to settlement. The court therefore referred them to the court connected Alternative Dispute Resolution (ADR) Centre to attempt an amicable resolution of their dispute and same was successful as evidenced by the Terms of Agreement placed on the docket.

Terms of Settlement

Before the court is an ADR Terms of Agreement dated 21st November 2022, where the parties agreed on the following:

- 1. Custody:** That the Applicant shall have custody of the children.
- 2. Access:** That the Respondent shall have access to the child twice a month on weekends from Saturday at 2pm till Sunday at 4pm.
- 3. Health:** That the Applicant shall renew the children's Health Insurance under the National Health Insurance Scheme (NHIS) 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 Maintenance, Maintenance Arrears of Ghc11, 200.00 as well as education of the child, 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;

1. The child shall continue to attend his current school and the Respondent shall pay all the incidental school fees with the Applicant paying for school uniform, bags and sandals of the child.
2. The Respondent is to pay an amount of Four Hundred Ghana Cedis (Ghc400.00) monthly towards the maintenance of the children and same is to be paid into court within the first week of every month effective from December 2022.
3. The arrears of maintenance stands at Ghc3, 500.00 and the Respondent shall pay same off in installments within the next Six (6) months.

BY COURT:

The Terms of Agreement dated 21st 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 children.

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

I AGREE

I AGREE

.....
**MR. RICHARD TEGBEY
SACKEY
PANEL MEMBER**

.....
**MADAM PHILOMENA
PANEL MEMBER**