

IN THE FAMILY AND JUVENILE COURT 'C' AT THE FORMER COMMERCIAL COURT BUILDING, ACCRA, HELD ON WEDNESDAY THE 4<sup>TH</sup> DAY OF OCTOBER 2022 BEFORE HER HONOUR HALIMAH EL-ALAWA ABDUL-BAASIT SITTING AS AN ADDITIONAL MAGISTRATE WITH MADAM VIDA DANQUAH AND MADAM PHILOMENA SACEY AS PANEL MEMBERS

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SUIT NO. A6/103/23

RAPHAEL DARLINGTON  
KASOA, CENTRAL REGION

APPLICANT

VS

EVELYN BECKLEY  
ABLEKUMA, ACCRA  
RESPONDENT

**Parties present**

**No legal representation for both parties**

### CONSENT JUDGMENT

The Applicant on the 30<sup>th</sup> of August 2022 filed an Application praying for access to his son who is aged Three (3) years. The basis of the Applicant's prayer is that he was legally married to the Respondent out of which they had the child in issue. Though not divorced legally, the parties are living separately and the Respondent has refused him access to his son. This compelled the Applicant to seek the assistance of the Domestic Violence and Victims Support Unit (DOVVSU) of the Ghana Police Service, but the Respondent failed to honour the invitation for a meeting. The Respondent then reported him to DOVVSU for non-maintenance of the child, of which he honored the invitations and after

deliberations on maintenance, the Respondent was ordered to grant him access to the child but she still refused. The Applicant stated further that he Respondent subsequently enrolled the child in an expensive school where he cannot afford the fees even though the DOVVSU officials advised that the child be enrolled in a moderate school. He is therefore before the court praying for the following;

1. The Applicant be granted reasonable access to the child.
2. An order to compel the Respondent to enroll the child in a less expensive school.
3. Any order(s) as the honorable court may deem fit.

The Respondent on the 12<sup>th</sup> of September filed an Affidavit in Opposition and insisted that after the separation, she granted access to the Applicant which sometimes included meeting him at Achimota Mall with the child. She denied that she deliberately refused to honour the invitation of the DOVVSU officials saying that it coincided with the child's birthday. She deposed further that at DOVVSU, the Applicant was ordered to visit the child every Saturday but he failed to do so consistently. With respect to the expensive school, the Respondent informed the court that she enrolled the child in a good school but when the Applicant complained, he was asked to look for a school he can afford and contribute towards the payment of the fees but he has since failed to do so for the past Two (2) years. She therefore prayed for the following;

1. Custody of the child with visitation rights to the Applicant.
2. Monthly maintenance of Ghc500.00 including but not limited to the payment of school fees, medical bills and provisions of necessities of life for the child.
3. An order for the Applicant to refund the arrears of school fees so far paid.

## **DETERMINATION:**

The matter came up for hearing on the 13<sup>th</sup> of August 2022 but the court observed that the parties were amenable to settlement and therefore referred the parties to the Court Connected Alternative Resolution Dispute Centre to attempt an amicable resolution of the dispute.

### *Terms of Agreement*

Before the Court is an ADR Terms of Agreement dated 29<sup>th</sup> September 2022, where the parties agreed on the following:

**1. Custody:**

That the Respondent shall have custody of the child.

**2. Access:**

That the Applicant shall have visitation access to the child on Sundays from 12.00 midday till 4pm. The Applicant shall bear the cost of transportation to and from the meeting place.

**3. Education:**

The parties shall share the child's school fees on a 50-50 basis and this includes cost of text book, exercise books and school feeding. The Respondent shall pay for the child's school uniforms and materials as well as extra classes.

**4. Health:**

The Applicant shall renew the child's Health Insurance under the National Health Insurance Scheme (NHIS) anytime it falls due and shall pay all the medical bills not covered by NHIS.

**5. Maintenance:**

The parties were however unable to agree on the issue of maintenance and same was referred back to court for a determination.

**BY COURT:**

**Maintenance:** The Applicant is hereby ordered to maintain the child monthly with an amount of **Three Hundred Ghana Cedis (Ghc300.00)** and same is to paid through the Respondent's Bank as follows;

**UBA BANK,  
EVELYN FRANCIA PRISCILLA BECKLEY,  
02478473501552,  
LA PAZ BRANCH.**

Consequently, the Terms of Agreement dated 29<sup>th</sup> September 2022, signed by 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 in the best interest of the child.

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

**I AGREE**

**I AGREE**

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**MADAM VIDA DANQUAH  
PANEL MEMBER**

**MADAM PHILOMENA SACKEY  
PANEL MEMBER**