

IN THE FAMILY AND JUVENILE COURT B, FORMER COMMERCIAL COURT  
BUILDING- ACCRA HELD ON WEDNESDAY, THE 15<sup>TH</sup> DAY OF FEBRUARY,  
2023. BEFORE HER HONOUR MRS. MATILDA RIBIERO, CIRCUIT COURT  
JUDGE, SITTING AS AN ADDITIONAL MAGISTRATE WITH MADAM REGINA  
TAGOE AND MADAM GIFTY OKAI AS PANEL MEMBERS

SUIT NO...A6/253/23

LINDA AMISSAH ..... APPLICANT  
DANSOMAN, TUNGA  
ACCRA

Versus

PROSPER TSIKATA .....  
RESPONDENT  
ASHAIMAN MICHEL CAMP, NO. 1

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Applicant: Present

Respondent: Absent

No legal representation for both parties.

**JUDGMENT**

Applicant's claim as endorsed on the affidavit in support of her Maintenance application filed on the 12<sup>th</sup> December, 2022 is for;

- a. An order by the Honorable Court to compel the Defendant to maintain the child at GHC 500.00 a month, pay the school fees and anything connected to his schooling and all necessities of life.
- b. An order for the Defendant to rent a decent accommodation for the Plaintiff and the child.

- c. An order to pay medical bills not covered by the NHIS and register the child with the scheme and renew same when it expires.
- d. An order to compensate the Plaintiff with a reasonable amount for serving him faithfully for the past faithful eight (8) years.
- e. An order for the Defendant to pay all monies paid for my antenatal and delivery amounting to Four Thousand Five Hundred Ghana Cedis (GH¢4,500.00)
- f. Any other order(s) as the court may deem fit.

The summary of Applicant's case in support of her Maintenance application filed on December 12<sup>th</sup>, 2022 is that Respondent (an IT Engineer) and Applicant (a Marketer ) were in an amorous relationship for about eight years out of which they were blessed with one child (a boy aged one and a half years old) who is unnamed at the moment. Applicant said when she got pregnant, she paid for her antenatal expenses until she delivered. That Respondent refused to pay her medical bill of Two Thousand Five Hundred Ghana Cedis (GH¢2,500.00) and also did not show up when she was in labour after she was transferred to Tema General Hospital for a caesarean session on the 8<sup>th</sup> day of April, 2021. According to Applicant, they had several misunderstandings in the course of their relationship. That Respondent claims the child does not belong to him and wants to conduct a DNA test to ascertain the paternity of the child before he will assume full responsibility as a father. On the 14<sup>th</sup> day of February 2023, Applicant filed some receipts of medical expenses incurred by her in support of her case.

Respondent did not participate in the proceedings. All processes (Maintenance and Custody Application, Affidavit in Support, Hearing Notices and orders of the Court) were served on Respondent by substituted service as he could not be found for personal service at his last known place of abode at Gbetsele Michelle Camp. He has however failed to file a response to Applicant's case against him, neither did he show up in Court

to be heard on the matter. The Court therefore proceeded under Order 25 rule 1(2)(a) of the District Court Rules 2009 (C.I. 59) which provides that; *“Where an action is called for trial and a party fails to attend, the trial Magistrate may where the Plaintiff attends and the Defendant fails to attend, dismiss the counter claim if any, and allow the plaintiff to prove the claim”* and heard the matter in the best interest of the child in issue. The Court made enquiries from Applicant pursuant to **section 37 of the Children’s Act 1998 (Act 560)** in respect of her case before the Court.

The Court upon hearing Applicant on her reliefs as endorsed on the Affidavit in support of the Maintenance and Custody Application filed on the 12<sup>th</sup> day of December, 2022 pursuant to **Order 25 rule 1 of C. I. 59** and **section 37 of Act 560** enters judgment for Applicant in respect of reliefs a, b, c, and ‘e’ as endorsed on her Affidavit in support except relief ‘d’ which the court has declined jurisdiction for. The jurisdiction of this Court as provided by **section 35 of Act 560** is limited to matters affecting children and does not extend to *‘An order to compensate the Plaintiff with a reasonable amount for serving him faithfully for the past faithful eight (8) years’* as prayed for by Applicant.

Accordingly, it is hereby ordered that Respondent shall maintain the child (herein after referred to as the issue with GHC 500.00 a month, pay the issue’s school fees and anything connected to his schooling and all necessities of life.

Respondent shall rent a decent accommodation for the Applicant and the issue. He shall also pay the issue’s medical bills not covered by the National Health Insurance Scheme (NHIS), register the him with the scheme and renew same when it expires.

Respondent shall reimburse Applicant with the sum of Four Thousand Five Hundred Ghana Cedis (GHC4,500.00) being expenses incurred on antenatal care and delivery expenses of the baby. Applicant submitted medical receipts to the tune of GHC1,814.00. It was observed that most of the receipts were in April 2021, the period around the issue’s

birth date and so will be for delivery and post-natal expenses. Applicant informed the court, that she did not keep most of the receipts and some of the expenses were also not covered by receipts. Having read paragraph 10 of Applicant's Affidavit in support of the application to the effect that she paid her own antenatal expenses during pregnancy in conjunction with section **51 (1) (a) of the Children's Act**, which provides that; "*A Family Tribunal may award maintenance to the mother of a child whether married to the father or not where the father has been identified, and the maintenance shall include, medical expenses for the duration of her pregnancy, delivery or death of the child*" the Court will grant Applicant her prayer for GH¢4,500.00 to cover antenatal, delivery and postnatal expenses. It is hereby accordingly ordered.

Costs of GH¢600.00 for Applicant as against Respondent.

SGD.

**H/H MATILDA RIBEIRO (MRS.)  
CIRCUIT COURT JUDGE**