

**IN THE DISTRICT COURT TDC TEMA HELD ON WEDNESDAY THE  
10<sup>TH</sup> DAY OF MAY 2023 BEFORE HER WORSHIP BENEDICTA  
ANTWI (MRS) DISTRICT COURT MAGISTRATE**

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**SUIT NO: A1/03/23**

**REV. MRS. JUSTINA FAAKOR ADJORNYO      .... PLAINTIFF**

**VRS**

**CAPT. ROBERT KOBLA FIAWOO      .... DEFFENDANT**

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**RULING ON MOTION FOR INTERIM INJUNCTION**

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The plaintiff/ applicant herein issued a writ and an application for interim injunction against the defendant on the 21<sup>st</sup> November 2022 claiming inter alia an order compelling defendant to transfer ownership of a plot of land to her.

In the affidavit in support of the motion, applicant attached exhibits A series being photocopies of temporary receipts of payments of monies paid and Exhibit B being a photograph of a trip of chippings on the plot. The defendant opposed the application by filing his affidavit in opposition on the 3<sup>rd</sup> February 2023.

He deposed that the plot in dispute was sold to plaintiff and her sister at the price of GH¢ 80,000. Plaintiff paid half of the purchase price and her sister was to pay the other half. Plaintiff's sister failed to pay her part of

the agreed price and Plaintiff herself later asked defendant to loan her part of the money she paid for the land. Defendant deposed that he is ready to pay the remaining sum back to the plaintiff/ applicant but she refused.

Applicant filed a supplementary affidavit in which she denied all the depositions contained in respondent's affidavit in opposition.

### **Determination of Application**

The grant of interim injunction is discretionary however the court must be guided by the following principles laid down by the Courts in a plethora of cases; in **18<sup>th</sup> July Ltd v Yehans International Ltd [2012]1 SCGLR 167**

The supreme Court speaking through His Lordship Anin Yeboah JSC (as he then was) stated at page 172 the following principles to guide a court in determining an application for interlocutory injunction as thus;

1. Whether the case of the applicant is not frivolous
2. Ensure that the status quo is maintained so as to avoid any irreparable damage to the applicant pending the hearing of the matter
3. Consider the balance of convenience and should refuse the application if its grant would cause serious hardship to the other party

Injunction being an equitable relief is granted to preserve the status quo ante until the final determination of the suit.

The court must however consider which of the parties will suffer serious hardship should the application be refused. The applicant herein failed to demonstrate to the court which hardship or inconvenience would occasion her should this court exercise its discretion against the application.

In paragraph 6 of the supplementary affidavit she deposes that indeed defendant's wife loaned her money for her medical bills. Which said loan respondent claims was taken from the part payment of the purchase price for the parcel of land. Exhibit "A" series states clearly that the temporary receipts are part-payments for the land and not full payment. Out of these monies, the respondent claims that applicant was given part to take care of her medical expenses. Title for the land still resides in the respondent as he continues to exercise acts of ownership over same.

The plaintiff/applicant failed to demonstrate per her affidavit any legal or equitable right which has accrued to her for which reason the court ought to protect. The issue of performance of the contractual agreement between the parties is yet to be determined in the substantive suit. the court is of the opinion that the remedy of injunction should not avail applicant at this stage.

The court will order for an early trial under subrule 5 of order 13 of C.I. 59. The parties are ordered to file their witness statements on or before the 24<sup>TH</sup> May 2023 and the 7<sup>th</sup> June 2023

Application dismissed.

Cost of 1000 in favour of defendant respondent.

Suit adjourned to 5<sup>th</sup> July for hearing

**[SGD]  
BENEDICTA ANTWI (MRS)  
DISTRICT MAGISTRATE**

**COUNSEL:**

Celestine Yannay for plaintiff  
Sarah Coleman for Defendant

**PARTIES:**

Plaintiff ... present  
Defendant represented by Ivy Fiawoo