

IN THE FAMILY AND JUVENILE COURT 'B', FORMER COMMERCIAL COURT BUILDING-ACCRA. BEFORE HER WORSHIP MAAME YAA AMOAKOA KUSI-MENSAH MAGISTRATE WITH MADAM REGINA TAGOE AND MADAM GIFTY OKAI AS PANEL MEMBERS ON WEDNESDAY THE 31ST DAY OF MAY, 2023

SUIT _____ NO.

A6/441/2023

P. O: JOSEPH ATTOH

GIFTY SETORDZI APPLICANT

OF H/NO. 3 NUUMO AKWAA STREET

CHANTAN - ACCRA

VRS:

DAVID ANKRAH

RESPONDENT

OF H/NO. 3 NUUMO AKWAA STREET

CHANTAN- ACCRA

Time: 9:02 am.

Parties: Present.

Representation: Calvin Mcquaye led by Ernestina Otu holding Victoria Barth's for brief Applicant present. No legal representation for Respondent.

CONSENT JUDGMENT

The parties herein were lawfully married and blessed with two children in issue by name RYAN NII ANKRAH ages 5 years and LUCIA MAWUENA NAKRAH aged 1 year 2

months. The Applicant alleges that the Respondent has not been maintaining the children in issue. Applicant therefore filed a Maintenance application on 18th April, 2023 claiming the understated reliefs as endorsed on the Affidavit in Support of her application.

a. That I humbly pray the Court to order the Respondent to pay the expenses incurred during the pregnancy and delivery of the 2nd child and to provide a monthly allowance for the maintenance of the children.

Respondent on the other hand filed a Summary of Response to Complaints on 9th May, 2023 wherein he denied Applicant's allegations. Respondent says he has not taken full responsibility of the second child due to his low income and nature of his work which is not salary based. He promised to refund all expenses made on their second child but failed to do so as the contract he was depending on was terminated. He claims Applicant's claims are untrue and she has refused to update him on matters pertaining to the second child.

The parties were referred to ADR on 10th May, 2023.

Before the Court is an ADR Terms of Agreement dated 11th May, 2023 containing the following agreements reached between the parties as evidenced by their signatures.

CUSTODY: That Plaintiff shall have custody of the children.

ACCESS: That Respondent shall have access to the children twice a month on weekends from Saturday s 10.00 am to 4.00 pm.

MAINTENANCE: That Respondent pay monthly maintenance of One Thousand Two Hundred Ghana Cedis (GH¢1,200.00) for the children into Applicant's mobile money account number 0547448085 directly from Respondent's mobile number 0242529571 on or before the 5th of each month effective May, 2023.

EDUCATION: That Respondent shall enrol the second child in school at the beginning of next term and pay the school fees and anything that concern both children.

HEALTH: That the Applicant shall register the second child on Health Insurance and renew for both children anytime it falls due

That the Respondent shall pay medical bills not covered by Health Insurance.

MAINTENANCE ARREARS OF GH¢7,565.00: That Respondent shall pay Five Hundred Ghana Cedis a month (GH¢500.00) to Applicant until the amount is fully paid.

BY COURT:

Parties have come to a consensus that the cost of transportation for the children be shared approximately 60-40 with Respondent bearing 40% of the cost. In light of this the monthly maintenance of One Thousand, Two Hundred Ghana Cedis is reviewed upwards to One Thousand, Two Hundred and Seventy Ghana Cedis a month. In addition Respondent is to bear 50% of the rent costs. All other terms of the settlement agreement dated 11th May, 2023 between the parties is adopted as consent judgment. No order as to costs.

SGD.

H/W MAAME YAA AMOAKOA KUSI-

MENSAH

MAGISTRATE

