

IN THE FAMILY AND JUVENILE COURT 'C' AT THE FORMER COMMERCIAL COURT BUILDING, ACCRA, HELD ON FRIDAY, 6TH DAY OF JANUARY 2023 BEFORE HER HONOUR HALIMAH EL-ALAWA ABDUL-BAASIT SITTING AS AN ADDITIONAL MAGISTRATE WITH MADAM LOVEGRACE AHLIJAH AND MADAM REGINA TAGOE AS PANEL MEMBERS.

SUIT NO. A6/252/20

JESSIE BAAH
ACHIMOTA-ABOFU
ACCRA

APPLICANT

VS.

CHARLES OPOKU
ACHIMOTA-ABC
ACCRA

RESPONDENT

Applicant absent Respondent Present
Selorm Agbotse Esq. for the Applicant Present

CONSENT JUDGMENT

The Applicant filed a Motion on Notice for Review of the Maintenance Orders made on the 16th day of June 2020. She further requested for Refund of School Fees and Feeding Fees as well as Medical Bills of the child in issue. In her Affidavit in support, the Applicant deposed that this court on the 16th June of 2020 gave a Ruling pursuant to her Application for Maintenance filed on the 12th of November 2019, as follows;

- i. That the Respondent maintains the child with Ghc250.00 a month.
- ii. That Respondent pays medical bills and school fees when due.

She deposed further that the payment of maintenance, so ordered is not paid regularly by the Respondent neither does he pay into court. She deposed that the child has been diagnosed with Autism of which the Respondent is aware of but neglects to pay the medical bills. She prays for a review of maintenance fee from Ghc250.00 to Ghc600.00 as well as a refund of school fees in the sum of Ghc2,930.00 and another Ghc435.00 being arrears of feeding fees.

The Respondent's case

The Respondent in his Affidavit in opposition deposed that he has been maintaining the child adequately but pays it through the Applicant's Mobile Money account due to his shuttling in and out of Accra. He deposed further that he is not aware his child is autistic as he has not been informed of same nor given any medical bill. He further deposed that he was not ordered to pay the child's school feeding fees but rather, he is responsible for the monthly maintenance, medicals and school fees of the child. The Respondent stated that the Applicant never sought his consent and approval before enrolling the child into a school and the exhibit of school fees receipts presented to court by the Applicant does not only bear the child in issue but also bears a name of another child who is not his child. He deposed further he has Eight (8) other children he is caters for and therefore pleads with the court to maintain the child with an amount of Ghc280.00.

DETERMINATION:

The matter came up for hearing on the 23rd of December 2023 but the Respondent prayed the court to adjourn the matter to enable him procure the services of a

Lawyer and same was granted. However, on the 4th of January 2022, the parties filed Terms of Settlement in respect of the issues before the court.

Terms of Settlement

The Terms of Settlement dated 29th of December 2022 indicates that the parties have settled the matter as follows;

1. That Respondent shall pay a monthly maintenance sum of Ghc300.00 effective January 2023.
2. Respondent shall pay an amount of Ghc500.00 per term as school fees.
3. Respondent shall refund an amount of Ghc1, 500.00 as school fees out of the school fees arrears of Ghc2, 930.00 as well as refund the feeding fees arrears of Ghc435.00.

BY COURT:

The Terms of Agreement dated 29th December 2022, signed by both parties 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 child.

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

I AGREE

I AGREE

.....
**MADAM LOVEGRACE AHLIJAH
TAGOE
PANEL MEMBER**

.....
**MADAM REGINA
PANEL MEMBER**