

IN THE FAMILY AND JUVENILE COURT 'B', FORMER COMMERCIAL COURT BUILDING-ACCRA, HELD ON FRIDAY THE 28TH DAY OF JULY, 2023. BEFORE HER WORSHIP MAAME YAA AMOAKOA KUSI-MENSAH MAGISTRATE WITH MADAM FELICIA COFIE AND MR. RICHARD TEGBEY AS PANEL MEMBERS

SUIT NO: A6/323/2023

P. O: AKUA ANOBEA-ADDO

PORTIA DEDE BORHE ADJARTEY APPLICANT

OF SOWUTUOM - ACCRA

VRS:

SGT. STEPHEN TETTEH

RESPONDENT

OF TESANO – AC CRA

Time: 11:11 am

Plaintiff present.

Defendant absent.

No legal representation.

JUDGMENT

The parties were in an amorous relationship and are blessed with three issues by name JUBAL TETTEH age 9 years, GRACEFIELD TETTEH age 7 years and ELSIE TETTEH age 4 years. (herein referred to as the issues). The Applicant alleges that the Respondent has not been maintaining the children in issue. Applicant filed a Maintenance Application

on 26th January, 2023 claiming the understated reliefs as endorsed on the Affidavit in Support of her application.

1. That custody of the issues be given her.
2. An order compelling Respondent to pay an amount of GH¢1,500.00 monthly for the maintenance of the issues.
3. An order compelling the Respondent to enroll the issues into school immediately and pay all necessary fees and educational needs.
4. An order for the Respondent to renew the rent of their accommodation as and when it falls due.
5. Any other order(s) this Honourable Court may deem fit.

Respondent on the other hand did not file an Affidavit in Opposition but indicated in Court that he admit to the relief that Applicant have custody of the children. Objected to the maintenance of GH¢1,500.00 and stated that he has been sending GH¢700.00 monthly. He added that the children are already in school although he does not know the school and where Applicant and the children live. He also stated that he had not seen the children in about a year but said he had been paying school fees. Finally Respondent also objected to to the relief on accommodation.

The parties were referred to ADR on 24th March, 2023 for amicable settlement. Before the Court is an ADR Terms of Agreement dated 3rd April, 2023 containing the following agreement reached between the parties as evidenced by their respective signatures.

1. CUSTODY: That Applicant shall have custody of the children.
2. ACCESS: That Respondent shall have access to the children on weekends when he is in Accra.

3. MAINTENANCE: That the Respondent shall pay monthly maintenance of Seven Hundred Ghana Cedis (GH¢700.00) for the children into Applicant's mobile account number 0241979759 directly from Respondent's mobile banking account on or before the last day of each month effective April, 2023.

4. EDUCATION: That Respondent shall re-enrol the children in school and pay their school fees, cost of text books and exercise books and school feeding fee.

That Applicant shall pay for the children's school uniform and other materials as well as extra classes and home clothes.

5. HEALTH: That Applicant shall renew the children's health insurance anytime it falls due.

That Respondent shall pay medical bills not covered by health insurance.

6. MAINTENANCE ARREARS: That Respondent shall pay maintenance arrears of Seven Hundred Ghana Cedis by the end of May, 2023.

ACCOMMODATION is referred back to Court.

BY COURT:

Before the Court is Terms of Agreement executed by the parties on 3rd April, 2023 before Mediator Doris Kotey. The parties were able to come to terms of agreement amicably on all issues except that of accommodation. Since the parties executed the terms, the Record shows Defendant has been consistently absent (ie on 14th April, 12th May, 9th June, 7th July and today 28th July, 2023 with the only exception of 23rd June, 2023 where both parties were absent). The Court further took steps to ensure that Defendant was notified of today's hearing and ordered that Defendant be accordingly served with Hearing Notice for today and the Court notes dated 9th June, 2023. The record indicates that at all material times Defendant has been notified of Court sittings through his Commanding Officer at

the Ghana Police Service – FPU Division, Tesano since the inception of the case. By a letter dated 20th February, 2023 from the Deputy Superintendent of Police one who is known as K. Attipoe for Commanding Officer/ NFPU the Court received notice that Defendant was on national assignment at Ho in the Volta Region and would return 8th March, 2023. In the said letter, it was prayed that the matter be adjourned for a new date to be scheduled. Accordingly the suit was adjourned to 17th March, 2023. On 17th March there was no Court sitting and the matter was adjourned off record to 24th March, 2023. On that date the record shown both parties were present and were referred to Court Connected ADR to explore amicable settlement and the suit was then adjourned to 14th April, 2023. As already stated above, since 14th April Defendant has had notices served on him via the same mode ie through his Commanding Officer but has failed to be present nor has any communication been presented to the Court on his inability to be present at subsequent sittings.

The Court has taken the trouble to recount the history of the case to establish that at all material times Defendant has been notified of various hearings and been given the opportunity to be present and heard regarding this suit. The rules of natural justice particularly the audi alteram partem rule has been satisfied.

Accordingly and in accordance with Order 25 rule 2 of C. I 59 the Court will proceed to adopt the Terms of Agreement executed by the parties on 3rd April, 2023 with the following variations below;

ACCESS: On access, the Court has taken note of the fact that the parties did not outline the nature that access agreed on was to take. The Court will therefore order that Defendant is to have access to the children on the weekends when he is in Accra as agreed from Friday 4.00 pm to Sunday 4.00 pm and return the children back to the custody of Plaintiff by 6.00 pm on Sunday evenings. Section 2 of Act 560 and Aappee vrs. Aappee [1974] 2 GLR 186 applied.

ACCOMMODATION: Having heard Plaintiff on the issue of accommodation, the Court will order that parties share the cost of accommodation 60 -40% with Plaintiff bearing 40% and Defendant bearing 60%. In coming to this sharing percentage, the Family Tribunal kept in mind the general recurring responsibility of the parties including the responsibility toward other children, the current income and earning capacity of the parties particularly that Defendant is a senior ranked Police Officer which the Court takes Judicial notice of the fact that such making officers earn an average of between GH¢3,000.00 to GH¢4,000.00 monthly, the other Terms agreed to by parties per their Terms of Agreement and the fact that parents generally bear a joint responsibility towards the upkeep of their children whether or not they themselves are married (see Donkor vrs. Ankrah [2003 – 2005] 2 GLR 125 and sections 6 and 49 of Act 560 applied.

All the other terms agreed to by the parties herein is adopted as the judgment of this Court. there will be no order as to costs.

SGD

H/W MAAME YAA AMOAKOA KUSI-

MENSAH

MAGISTRATE