

IN THE FAMILY AND JUVENILE COURT 'B' AT THE FORMER COMMERCIAL COURT BUILDING, ACCRA, HELD ON WEDNESDAY THE 5TH DAY OF JULY, 2023 BEFORE HER WORSHIP MAAME YAA .A. KUSI-MENSAH WITH MADAM REGINA TAGOE AND MADAM GIFTY OKAI AS PANEL MEMBERS

SUIT NO. A6/491/2023

P.O. JOSEPH ATTOH

QUEENSTAR BOAKYEWAA APPLICANT

VS.

SAMUEL BOATENG RESPONDENT

Time – 10:33a.m.

Parties – Present

No legal representation.

JUDGMENT

The parties herein were in an amorous relationship and had an issue named Victory Fosuaa Boateng aged 3 years. The reason for the instant application is that the applicant alleges that the maintenance money given by the respondent is woefully inadequate and also for the respondent to renew her rent. Applicant filed a Maintenance Application on 30th May, 2023 claiming the understated reliefs as endorsed on the Affidavit in Support of her Application.

1. An order granting custody of the child to the Applicant with reasonable access to the Respondent.
2. An order for the Respondent to maintain the child with the amount of Six Hundred Ghana Cedis (GH¢600.00) every month.

3. An order for the Respondent to enrol the child in school and also pay her school fees and all other educational expenses of the child as and when it falls due.
4. An order for the Respondent to pay for the medical bills of the child as and when it falls due.
5. An order for the Respondent to assist me rent a suitable accommodation for the issue and me.
6. Any order order(s) this Honourable Court may deem.

Respondent on the other hand file an Affidavit in Opposition on 5th June, 2023. Wherein he denied Applicant's allegations. According to him he has been maintaining the issue with GH¢400.00 monthly at the Department of Social Welfare and has enrolled the issue in school as was ordered.

The parties were referred to ADR to attempt at amicable settlement on 7th June, 2023 interim orders were also given for the Respondent to maintain the issue on a weekly basis of GH 100.00 from his momo account to that of the applicants and for the evidence of same submitted.

The Terms of Agreement dated 15th June, 2023 containing the following agreement reached between the parties as evidenced by their signatures.

CUSTODY: That applicant shall have custody of the child.

ACCESS: That respondent shall have visitation access to the child on weekends when he is in town.

EDUCATION: That respondent shall pay the child's school fees, cost of textbooks and exercise books and school feeding fee. That applicant shall pay for the child's school uniforms and materials as well as classes. Parties shall provide house clothing for the child.

HEALTH: That applicant shall renew the child's health insurance anytime it falls due.
That respondent shall pay medical bills not covered by health insurance.

ACCOMODATION: That applicant have decided to pay for her accommodation herself.

MAINTENANCE: Referred back to Court.

BY COURT:

The Court has considered the Terms of Agreement dated 15th June, 2023 with mediator Doris Kotey which terms have been read out to and translated in Twi and same confirmed by parties. The outstanding issue for consideration by the Family Tribunal is the issue of maintenance. The Court has also borne in mind the principle of joint parental responsibility, the current income of parties, the current location where parties stay as well as the fact that both parties have responsibilities toward other children. In light of the fact that applicant has elected to solely bear the cost of accommodation which ordinarily is to be a shared responsibility between the parties and keeping in mind the rising cost of living in Accra at an exponential rate, the family tribunal is of the view that maintenance of GH¢200 a month is quite insufficient for a young child of 3 years. However, the court is also of the view that the amount of GH¢600 being claimed by applicant is also excessive particularly bearing in mind respondent current earnings and the fact that he has obligations to four other children. The family tribunal is therefore of the view that monthly maintenance of GH 300 is a fair balance in the current circumstance bearing in mind all the prevailing conditions mentioned above. Respondent is to pay the amount of GH 300 before or by the 10th of every month effective July, 2023. The amount is to be paid directly to the applicants mobile money account and is subject to review upon application by applicant. All other terms agreed to by parties is adopted and incorporated into the judgment of this Court.

SGD

H/W MAAME YAA A. KUSI- MENSAH

MAGISTRATE