



- a. An order granting custody of the issue to the Applicant with reasonable access to the Respondent.
- b. An order compelling the Respondent to maintain the issue with an amount of One Thousand Ghana Cedis (GH¢1,000.00) monthly, inclusive of feeding, clothing, school fees, medical bills and other expenses.
- c. An order compelling the Respondent to pay for the rent and furnish same for the issue of the marriage till the issue attains the age of eighteen (18) years.
- d. An other order(s) this Honourable Court may deem fit.

Respondent on the other hand filed an Affidavit in Opposition on 24<sup>th</sup> May, 2023 wherein he admitted being the father of the child in issue but denied Applicant's other allegations of he not maintaining his child. According to him he gave Applicant the sum of GH¢2,000.00 to start a food business and she when was leaving took everything with her. That he gives money to his mother to take care of the issue, and currently maintain the child with GH¢170.00 a week. He added that he want custody of the child and he is married and ready to take responsibility of the issue because he strongly believes that Applicant cannot take care of the issue.

The parties were referred to ADR (Alternative Dispute Resolution) on 6<sup>th</sup> June, 2023 to explore amicable settlement of the matter in the best interest of the issues. Before the Court is an ADR Terms of Agreement dated 12<sup>th</sup> June, 2023 containing the following agreements reached between the parties as evidenced by their signatures.

1. CUSTODY: That Applicant shall have custody of the child.
2. ACCESS: That Respondent shall have access to the child on weekends when he is off duty.

4. MAINTENANCE: That Respondent shall pay monthly maintenance of Three Hundred Ghana Cedis (GH¢300.00 for the child into Applicant's mobile account number 0551718447 directly from Respondent's mobile account number 0541435127 effective June 2023.

5. EDUCATION: That Respondent shall pay the child's school fees and anything that concern her education.

That Applicant shall provide house clothing for the child.

6. 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.

ACCOMMODATION is referred back to Court.

BY COURT:

JUDGMENT

The outstanding issue before this Court is the issue of accommodation. Upon enquiry by the Court and panel it has been shown that Respondent has largely been fully responsible for the upkeep of the child. It has also been shown that Respondent has borne the full cost of accommodation for Applicant and the child in issue for one year's rent advance amounting to GH¢3,000.00 (ie GH¢250.00 a month). When further questioned Respondent indicated that he understood this was "to last a year and further confirmed that he dealt directly with the landlord. Applicant also confirmed this and stated she did not know the cost of the rent because Respondent paid for same. In the considered view of the Court and in accordance with the principle of joint parental responsibility and hearing in mind that Respondent is fully responsible for all the child's educational needs and medical bills not covered by NHIS, it would be fair for the accommodation to be shared between the parties. However considering that Respondent has already fully

borne the cost of one year's rent advance as well as the fact that Respondent has taken steps to support Applicant in setting up a business in addition to providing resources for Applicant to purchase items for the new rented home of Applicant, the Court believes it would be fair to share the cost of next year's rent due in percentage 80 – 20% with Respondent bearing 20%. Based on Applicant's own evidence and testimony she would have finished her apprenticeship by next year and ought to be gainfully employed by then to add to the business already set up for her with Respondent's assistance. This renewal percentage will apply to all future renewals until Applicant marries or co-habits with another partner. All other terms of Agreement agreed by parties dated 12<sup>th</sup> June, 2023 is adopted as binding judgment of the Court. Parties are advised to comply with the judgment and to ensure they set aside their differences to always act in the best interest of the child who is the innocent and most vulnerable party in all this.

**SGD.**

**H/W MAAYE YAA AMOAKOA KUSI-**

**MENSAH**

**MAGISTRATE**