

IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, HUMAN RIGHTS DIVISION COURT '2', ACCRA-GHANA, HELD ON TUESDAY THE 14TH DAY OF NOVEMBER, 2023, BEFORE HIS LORDSHIP JUSTICE NICHOLAS M. C. ABODAKPI (J)

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CASE CALLED AT 10:42 A.M.

SUIT NO. HR/0077/2023

ANTHONY LARTEY

VS

- 1. LANDS COMMISSION**
- 2. NII NOI MORTON (A.K.A.) MORTON CITY REAL ESTATE A.K.A. BLOW VENTURES**
- 3. BENJAMIN ARTHUR**

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PARTIES: PLAINTIFF – ABSENT

1ST DEFENDANT – ABSENT

2ND DEFENDANT REPRESENTED BY ISAAC QUAYE – ABSENT

3RD DEFENDANT – ABSENT

COUNSEL:

- 1. SAMUEL ATUA FOR PLAINTIFF/RESPONDENT – ABSENT**
- 2. JONATHAN S. LARI FOR THE 1ST DEFENDANT – ABSENT**
- 3. CHRIS OSEI YEBOAH WITH JEMIMA AMA OKAI AND KOFI DANKWAH OSAFO FOR THE 2ND DEFENDANT/APPLICANT – PRESENT**

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TERMS OF SETTLEMENT

WHEREAS:

1. By Amended Writ of Summons dated 5th October, 2023, the Plaintiff commenced an action in the High Court, Accra, Human Rights Court 2 against the Defendants herein seeking the following reliefs:
 - a) A declaration that the 1st Defendant breached the contract it entered into with the Plaintiff for the payment of professional legal fees.
 - b) A declaration that the 2nd Defendant breached the contract he entered into with the Plaintiff for the payment of professional legal fees.
 - c) An order directed at the 1st Defendant to immediately pay the Plaintiff the contracted legal fees, OR IN THE ALTERNATIVE an order directed at the 2nd Defendant to immediately pay the Plaintiff fifteen percent (15%) of the total compensation amount payable by the State to the Claimants as the agreed professional fees due the Plaintiff under the Plaintiff's contract with the 2nd Defendant.
 - d) A declaration that the Defendant colluded to perpetrate fraud against the Plaintiff.
 - e) A declaration that the 3rd Defendant acted in bad faith when he allowed payments to be made to his wife and the 2nd Defendant without notifying the Plaintiff of such payment before they were effected.
 - f) A perpetual injunction order restraining the 1st Defendant from making any payment or processing any payment in favour of the 2nd Defendant and the 2nd Defendant's principals for compensation by the state for compulsorily acquiring their lands at Weija under Executive Instrument

(E.I.) 130 of 1977 without full payment of the Plaintiff's professional legal fees.

g) Any other relief the Honourable Court may consider appropriate in favour of the Plaintiff.

2. **WHEREAS**, the Plaintiff and the 2nd Defendant have considered it prudent to settle their dispute amicably and out of Court.

IT IS AGREED AS FOLLOWS:

a) The 2nd Defendant shall pay an amount of One Hundred Thousand Ghana Cedis (GH¢100,000.00) to the Plaintiff on 15th November, 2023.

b) The 2nd Defendant shall pay an amount of One hundred and Sixty Thousand Ghana Cedis (GH¢160,000.00) to the Plaintiff on 20th December, 2023.

c) The 2nd Defendant shall pay an amount of One Hundred Thousand Ghana Cedis (GH¢100,000.00) to the Plaintiff on 30th January, 2024.

THE PARTIES ALSO AGREED THAT:

d) These terms of settlement shall be filed in the Registry of this Court and shall be adopted as consent judgment.

e) The executing parties to these terms of settlement are authorized to do so and on no account shall any claim be made that the persons who execute these terms of settlement did not have authority to do so.

BY COURT:

1. This Court has examined the terms of settlement document filed on 6/11/2023, it has been duly executed by the parties and their Lawyers. I accordingly enter Consent Judgment in favour of Plaintiff as agreed on. The details of what has been agreed on is in paragraph 2 of the document filed. Plaintiff shall recover the sum of GH¢360,000.00, from 2nd Defendant. The mode of payment agreed on has also been accepted.
2. This case is struck-out as settled.
3. There is no order as to cost.

(SGD.)

**H/L NICHOLAS M.C. ABODAKPI
JUSTICE OF THE HIGH COURT**