IN THE SUPERIOR COURT OF JUDICATURE

IN THE SUPREME COURT

ACCRA - A.D. 2023

CORAM: LOVELACE-JOHNSON (MS.) JSC (PRESIDING)
PROF. MENSA-BONSU (MRS.) JSC
KULENDI JSC
ACKAH-YENSU (MS.) JSC
ASIEDU JSC

CIVIL APPEAL
NO. J4/19/2022

5TH JULY, 2023

BERNARD A. ALLOTEY ……. PLAINTIFF/RESPONDENT/RESPONDENT

VS

ELECTRICITY COMPANY LTD … DEFENDANT/APPELLANT/APPELLANT

JUDGMENT

PROF. MENSA-BONSU (MRS.) JSC:-

This is an appeal against the judgment of the Court of Appeal dated 9th December 2021 which dismissed appellant's appeal and granted respondent his reliefs.

Facts and Background

The plaintiff/respondent/respondent ((hereinafter referred to as 'respondent') was an employee of defendant/appellant/appellant-company (hereinafter referred to as 'appellant' or 'appellant-company' as the context allows) from October 2003 as Assistant Programmer and Systems Operator. He was promoted IT officer and then to Senior Programmer in October 2010. At the time of his separation from appellant-company he was the Regional I T Officer for Tema Operational Region of appellant company.

Upon the adoption of a system of prepaid metering by the appellant-company, the company devised a system for vending electricity credits for prepaid meters in May 2013. This system involved electricity vendors purchasing electricity credits in quotas for onward sale to customers, and came to be known as 'quota systems'.

Not too long after the system was introduced the appellant-company began to receive complaints from a number of its vendors regarding unexplained shortages and deductions in their quota balances on various occasions. The company had difficulty identifying the source of these shortages in quotas, until the occurrence of an incident on 12th September, 2013, which opened a lid on things. On that day, the respondent, then an IT Officer at the Tema Regional office, without authorization, made a sale of electricity credit of GH¢4,000 to one customer who had purchased credit from a vending station, Optiplus Vending Station (hereinafter referred to as 'Optiplus'), but which credit could not be uploaded to the customer's metering system. He gained access to the vending system by entering a cashier's cage at the ECG regional office, and using the office computers, remotely logged into the private vendor's account with the vendor's password. The effect of this action, dubbed 'cross-vending', was to cause a reduction in

the quota of Optiplus, which did not receive the money, as it had already been paid to the Tema Regional Office.

When called upon to explain himself, the respondent's explanation was that on 12th September, 2013, while on duty, he was called upon as the IT officer to assist a vendor, Optiplus, to complete the sale of credit purchased by a customer. The customer had made a purchase of credit from Optiplus, but the transfer from Optiplus onto the client's meter could not be effected because the appellant-company's internet network system was not in working order. The respondent managed to effect the transfer onto the customer's meter, by entering a cashier's cage and then using computers in the office belonging to the appellant company. With a password supplied by Optiplus, he logged into the account of Optiplus to effect the transfer to the customer. This practice, known as "cross-vending", was prohibited by appellant company, and rendering this kind of assistance to vendors was not within the remit of respondent's duties as IT Officer. He did not make a report of this incident to any of his superiors.

When this unauthorized transaction was detected, the appellant-company conducted a preliminary investigation which led to the discovery of the act of the respondent on 12th September 2013. Believing that the act of cross-vending was the cause of the problem of quota shortages, the appellant-company initiated disciplinary proceedings, in accordance with the provisions of the Senior Staff Manual, against the respondent, culminating in his dismissal on 27th May, 2014.

Following his dismissal, the respondent commenced action against the appellant company at the High Court for unlawful dismissal. The trial court found for the respondent and appellant-company appealed. The Court of Appeal affirmed the decision of the High court and the appellant-company, dissatisfied with the decision of the Court of Appeal, has come to this honourable court on further appeal.

Case for the appellant

The appellant contends that the dismissal of the respondent was not unlawful and that it had complied with all the provisions of the Collective Agreement and Senior Staff Manual on disciplinary processes. Further, that, as provided under those rules, disciplinary proceedings were initiated against the respondent by issuing a query to him regarding the transaction of 12th September 2013. Finding the response to the query unsatisfactory, a Committee of Enquiry (hereinafter referred to simply as 'Committee") was constituted as required by the Senior Staff Manual with the following Terms of Reference:

> *"- To investigate the alleged involvement of the Respondent in the frequent shortages in the station's quota balance.*
>
> *- To determine the value of money ECG lost.*
>
> *- Identify any other persons directly involve in the creation of the allege shortages to the vending stations.*
>
> *- Investigate how long such shortages to their quota balances have been going on.*
>
> *- Find out whether there are effective mechanism in place to avert these shortages.*
>
> *- Recommend measures to prevent future occurrences."*

At the end of the Committee's sittings it submitted a report to management. After a review of the report by the Human Resource Department, the respondent was dismissed,

The respondent commenced action in the High Court against appellant on 14th December, 2015 following his dismissal.

He prayed for the following:

a. An Order that the plaintiff's dismissal dated 27th May 2014 was capricious and against the fundamental rights to natural justice.

b. An Order that the said unlawful removal is also a breach of the disciplinary provisions in Article 3.13.0 on page 21-23 of the Collective Agreement (2013-2014) between Plaintiff and Defendant and Article 8.0 of the Manual of Staff Regulations and Conditions of Services for Staff.

c. An Order that the said unlawful dismissal from the Electricity Company Limited is a breach of the Articles 23,190(1) and 191(a) and (b), and Article 296 of the 1992 Constitution.

d. An Order that the Respondent be re-instated into the Electricity Company Limited with immediate effect.

e. An Order for payment of all salary arears due and owing to the Respondent on account of the unlawful dismissal with the interest at the prevailing commercial bank rate from 27th May,2014 till the date of the final payment together with various increment and bonuses that he may be entitled to as a Senior staff.

f. General Damages for unlawful dismissal.

g. Legal fees and costs."

The trial court granted all the reliefs save ground (d), the reinstatement claim for unlawful dismissal. The appellant filed an appeal before Court of Appeal on 20th June, 2018. The copious grounds of appeal were as follows:

a. *The learned judge erred when she failed to address the issue of whether or [sic] the basis of the plaintiff's dismissal on the 27th May 2014 was a misconduct in relation to the optiplus transaction in respect of which he was queried and subjected to disciplinary hearing.*
b. *The learned judge erred when she failed to address the issue of whether or not the Defendant suffered any loss of income or suffered any injuries as a result of Plaintiff's misconduct.*
c. *The learned judge erred when she failed to address the issue of whether the story of the quota shortages were made up to support the unlawful termination of the plaintiff's appointment*
d. *The learned judge erred when she failed to recognize that cross vending and quota shortages were intertwined and that cross vending invariably leads to quota shortages*
e. *The learned judge erred when she failed to recognize the roles played by the two vending stations owned by the plaintiff in quota shortages*
f. *The learned judge erred when she held that the defendant failed to hear the plaintiff on the charge for which he was dismissed.*
g. *The learned judge erred when she held that the plaintiff's dismissal by the Defendant was unlawful.*
h. *The learned judge erred when she granted plaintiff's relief 'E' as endorsed on the Plaintiff's Writ of Summons.*

i. *The learned judge erred when she ordered the payment of two years as compensation to the Plaintiff.*
j. *That the judgment was against the weight of evidence*
k. *Further grounds of appeal would be filed on receipt of the Record of Appeal."*

The Court of Appeal dismissed the appeal on 9th December, 2021 and affirmed the reliefs granted by the trial court.

The appellant filed Notice of Appeal to this honourable court on 20th December, 2021 with the following grounds:-

a. That the judgment of the Court of Appeal is against the weight of evidence on record.

b. That the Court of Appeal erred when it failed to consider Ground H of the Appeal. ("Ground H The learned trial Judge erred when she granted Plaintiff's relief (e) as endorsed on the Plaintiff's writ of summons".)

c. That the Court of Appeal erred in law when it failed to set outside the grant of relief "E" endorsed on the Writ of Summons dated 14th December 2015 to the Plaintiff by the Trial Court.

Particulars of error of law

1. The relief has the effect of granting to the Plaintiff salaries and bonuses till retirement which is contrary to the law that governs the severance of master-servant relationship.

Ground ***a***. is on the omnibus ground, grounds ***b*** and ***c*** are on the lawfulness or otherwise of the dismissal and the reliefs granted. Consequently, grounds **b** and **c** will be discussed together.

Consideration of Grounds of appeal

a. *That the judgment of the Court of Appeal is against the weight of evidence on record*.

The appellant has pleaded under this omnibus ground of appeal that the judgment is against the weight of evidence. Having so pleaded, this puts an obligation on an appellate court to review the entire proceedings to make up its own mind about the evidence led, for it is trite law that an appeal is in the nature of a re-hearing, This principle is covered by a large number of well-known authorities such as ***Tuakwa*** v ***Bosom*** [2001-2002] SCGLR 61; ***Oppong*** v ***Anarfi*** [2011] 1 SCGLR 556; ***Agyeiwaa*** v ***P&T Corp*** [2007-2008] 2 SCGLR 985; and ***In re Bonney (Decd) Bonney*** v. ***Bonney*** [1993-94] 1 GLR 610 per Aikins JSC at p. 617.

In ***Tuakwa v Bosom*** (supra) the Supreme Court held per Akuffo JSC (as she then was) at p. 65

> *"furthermore, an appeal is by way of a re-hearing … it is incumbent upon an appellate court, in a civil case, to analyse the entire record of appeal, take into account the testaments and all the documentary evidence adduced at the trial before it arrives at its decision, so as to satisfy itself that on a preponderance of the probabilities the conclusions of the trial judge are reasonably or amply supported by the evidence".*

The point is also made in ***Oppong*** v ***Anarfi*** (supra), per Akoto-Bamfo JSC at p 167 that,

> *"There is a wealth of authorities on the burden allocated to an appellant who alleges in his notice of appeal that the decision is against the weight of evidence led. … it is incumbent upon an appellate court in such a case, to analyse the entire record, take into account the testimonies and all documentary evidence adduced at the trial before it arrives at its decision, so as to satisfy itself that, on the preponderance of probabilities, the conclusions of the trial judge are reasonable or amply supported by the evidence."*

The same point is reiterated in ***Agyeiwaa*** v ***P&T Corp***, supra, when Georgina Wood CJ stated at p 989:

> "*The well established rule is that an appeal is by way of rehearing, and an appellate court is therefore entitled to look at the entire evidence and come to the proper conclusions on both the facts and the law*."

It is thus trite law that the appellate court is obliged to give the evidence another look, and to analyse the entire record.

When taking another look at the entire record, The Supreme Court may interfere with the findings of the lower courts as necessary, to do justice. The point is made by this honourable Court in ***Continental Plastics Ltd*** v ***IMC Industries-Technik GMBH*** [2009] SCGLR 298, per Georgina Wood CJ (as she then was) at pp.307-308 as follows:

> "*An appeal being by way of rehearing, the second appellate court is bound to choose the finding which is consistent with the evidence on the record. In effect the court may affirm either of the two findings or make an altogether different finding based on the record".*

The circumstances under which the Supreme Court can interfere in the concurrent findings of the two lower courts, have been clearly stated in authorities such as ***Koglex Ltd (No.2)*** v ***Field*** [2000] SCGLR 175; ***Gregory*** v ***Tandoh IV and Hanson*** [2010] SCGLR 971; ***Obeng & Ors*** v. ***Assembles of God Church, Ghana*** [2010] SCGLR 300, and ***Fosua and Adu-Poku*** v. ***Dufie (Deceased) & Adu Poku Mensah*** [2009] SCGLR 310.

In ***Obeng & Ors*** v. ***Assembles of God Church***, Ghana, supra, at p. 323 Dotse JSC stated that

> *"[W]here findings of fact made by the trial court are concurred in by the first appellate court, the second appellate court must be slow in coming to different conclusions unless it is satisfied that there are strong pieces of evidence on record which are manifestly clear that the findings of the trial court and the first appellate court are perverse. It is only in such cases that the findings of fact can be altered thereby disregarding the advantages enjoyed by the trial court in assessing the credibility and demeanour of witnesses."*

In ***Koglex Ltd (No.2)*** v ***Field***, supra, this Court held, per Acquah JSC p.185 that,

> *"Instances where such concurrent findings may be interfered with are:-*
>
> *(i) where the said findings of the trial court are clearly unsupported by evidence on record; or where the reasons in support of the findings are unsatisfactory.*
>
> *(ii) Improper application of a principle of evidence; … or where the trial court failed to draw an irresistible conclusion from the evidence….*

(iii) Where the findings are based on a wrong proposition of law….

(iv) Where the finding is inconsistent with crucial documentary evidence on record.

The very fact that the first appellate court had confirmed the judgment of the trial court does not relieve the second appellate court of its duty to satisfy itself that the first appellate court's judgment is like the trial court's also justified by the evidence on record. For an appeal, at whatever stage, is by way of re-hearing and every appellate court has a duty to make its own independent examination of the record of proceedings"

In ***Gregory*** v ***Tandoh IV and Hanson,*** supra, Dotse JSC at pp 986-987 stated as follows:

"It is therefore clear that, a second appellate court, like this Supreme Court, can and is entitled to depart from findings of fact made by the trial court and concurred in by the first appellate court under the following circumstances: -

First, where from the record of appeal, the findings of fact by the trial court are clearly not supported by evidence on record and the reasons in support of the findings are unsatisfactory;

Second, where the findings of fact by the trial court can be seen from the record of appeal to be either perverse or inconsistent with the totality of evidence led by the witnesses and the surrounding circumstances of the entire evidence on record of appeal;

Third, where the findings of fact made by the trial court are consistently inconsistent with important documentary evidence on record;

Fourth, where the 1st appellate court has wrongly applied the principle of law (see Achoro V Akonfela) (Supra) the second appellate court must feel free to interfere with the said findings of fact in order to ensure that absolute justice is done in the case."

Again, in ***Fosua and Adu-Poku*** v. ***Dufie (Deceased) & Adu Poku Mensah*** supra, at 331, Ansah JSC stated that

"A second appellate court would justifiably reverse the judgment of a first appellate court where the trial committed a fundamental error in its findings of fact but the first appellate court did not detect the error but affirmed it and thereby perpetuated the error. In that situation, it becomes clear that a miscarriage of justice had occurred and a second appellate court will justifiably reverse the judgment of the first appellate court. .. Thus stated, it cannot be said an appellate court cannot set aside a judgment where two lower courts had made concurrent findings of facts."

In the instant appeal both lower Courts made concurrent findings in favour of the respondent. Thus, although the burden on the appellant is heavier than usual, it may be discharged by appropriate evidence on the record.

We proceed to examine the evidence and the conclusions drawn in answer to grounds ***b*** and ***c.***

Grounds b. and c.

"b. That the Court of Appeal erred when it failed to consider Ground H of the Appeal. ("Ground H The learned trial Judge erred when she granted Plaintiff's relief (e) as endorsed on the Plaintiff's writ of summons".)

c. That the Court of Appeal erred in law when it failed to set outside the grant of relief "E" endorsed on the Writ of Summons dated 14th December 2015 to the Plaintiff by the Trial Court.

Particulars of error of law

1. The relief has the effect of granting to the Plaintiff salaries and bonuses till retirement which is contrary to the law that governs the severance of master-servant relationship."

The appellant denied respondent's submission that there had been no shortages as alleged, nor no complaints made by anyone, and that *"the said alleged shortages were only a ploy to perpetrate administrative injustice on him as he was never confronted with any such allegation for response*." (see p.7 Statement of case of Appellant).

Further the appellant contested the Court of Appeal's claim that the respondent was denied a fair hearing because Exhibit G – the letter which informed respondent of the establishment of a Committee of Enquiry to investigate issues of shortages. In response, the appellant defined cross-vending as "*the practice where a vendor logs on remotely to another vending point from his or her station to sell power to customers when he /she has little or no quota amount. This creates shortages in the other vending station."* Consequently, it was appellant's submission that, "*cross vending and quota shortages cannot be interpreted as two completely different charges especially in the light of the court's own admission that it agrees that*

one inevitably leads to the other." The appellant referred to Exhibit E2- Interdiction letter and Exhibit G Exhibit I.

The appellant contends further, that the respondent was offered adequate opportunity to state his side of the story and there had been no injustice to the respondent. The *Manual of Staff Regulations* and *Conditions of Service for Senior Staff* provides for disciplinary procedures under section 8.0, similar to those of section 3.13.0 of the *Union Collective Agreement*, and that appellant complied with the provisions.

The appellant also submitted that pursuant to the provisions of these two documents, the respondent was queried by letter dated 2nd October 2013, and he sent in a response on 3rd October 2013. A Committee of Enquiry (hereinafter referred to simply as 'Committee'), was established only after the report was found unsatisfactory, as provided under the disciplinary provisions, in section 8.0 of '*The Manual of Staff Regulations and Conditions of Service for Senior Staff* '

By letter from the Committee, to respondent, and signed by the Chairman, John Amihere Mensah, (Exhibit G) titled: "*Invitation to meet a Committee of Enquiry*" (Exhibit E2), the respondent was invited to meet the Committee for a "discussion." The letter read as follows:

> *"Management has set up a Committee of Enquiry to investigate into the issues of shortages in the station quota of vendors and make recommendations to avert future occurrences. You are therefore being invited to meet the Committee on Tuesday 10th December 2013 at the Conference Room, Tema Regional Office at 10.00am for a* ***discussion.***" (emphasis supplied)

Believing that the respondent had been given sufficient opportunity to be heard by complying with the procedures set down in the Senior Staff Manual, the appellant could

not agree with the position of the Court of Appeal that what happened *"fell short of reasonable notice of what to expect*." According to the appellant,

> *"Having been apprised of the contents of Exhibit 5 which Respondent himself admits in Exhibit 4 Respondent was indeed aware of the reason he had been invited before the Committee of enquiry and he was aware that he was a subject of the Committee of Enquiry's investigation. It is for this reason that the Appellant is aggrieved that the Court of Appeal took issue with the fact that Exhibit G contained the expression "for a discussion"* (p.10 of Statement of Case)

The appellant cites ***Republic v Ghana Railway Corporation; Ex parte Appiah*** [1981] GLR 753, ***Lagudah*** v ***Ghana Commercial Bank*** [2005-2006] SCGLR 388.

The appellant also submits that the reliefs granted could not be supported on the law, and that in addition to the salaries and bonuses to be paid for an inordinate length of time, the trial judge ordered the payment to the respondent of two (2) years salary in damages. See ***Nartey Tokoli & Ors*** v ***Valco*** [1978-88] 2 GLR 532, ***Kobi*** v ***Ghana Manganese Co. Ltd*** [2007-2008] 2 SCGLR 773, ***Ashun*** v ***Accra Brewery Ltd*** [2009] SCGLR 81. This award, according to the appellant, overlooked the fact that there was a duty on the respondent to mitigate damages by finding alternative employment, citing ***Moses Okrah*** v ***ADB*** J4/58/2014; judgment delivered on 9th March, 2016; (Unreported).

The appellant, recognizing that overturning the concurrent findings of fact by two lower courts was an uphill task, urged on the Supreme Court the grounds upon which a second appellate court may interfere with concurrent findings of fact by the lower courts. The appellant cites ***Benjamin Duffuor*** v ***Bank of Ghana*** J4/70/2021 judgment dated 9th

February 2022 (Unreported); ***Koglex Ltd*** (No. 2) v ***Field*** [2000] SCGLR 175; and ***Gregory*** v. ***Tandoh IV and Hanson*** [2010] SCGLR 971.

Case for respondent

The respondent claimed against the appellant at the trial court

> *"a) An order that the dismissal dated 27th May 2014 was unlawful, capricious and against the fundamental rights to natural justice of the Plaintiff.*
>
> *b. An order that the said unlawful removal is in breach of the disciplinary provisions in Article 3.13.0 on pages 21-23 of the Collective Agreement (2013-2014) between Plaintiff and Defendant and Article 8 of the Manual of Staff Regulations and Conditions of Service for Senior staff.*
>
> *c. An order that the said unlawful dismissal from the Electricity Company of Ghana is a breach of Articles 23, 190 (1) (a) and 191 (a) (b) and Articles 296 of the 1992 Constitution.*
>
> *d. An order that the Plaintiff be reinstated into the Electricity Company Limited with immediate effect.*
>
> *e. An order for payments of all salary arrears due to and owing to Plaintiff on account of the unlawful dismissal with the interest at the prevailing commercial bank rate from 27th May 2014 till date of final payment together with various increments and bonuses that he may be entitled to as Senior staff.*
>
> *f. General damages for unlawful dismissal.*
>
> *g. Legal fees and costs"*

Trial court found for him on 15th May, 2018, and granted all reliefs except (d) ie the claim for reinstatement for unlawful dismissal. The trial court found as a fact that plaintiff's dismissal was unlawful because he had not been given a proper hearing,

> *"Plaintiff was dismissed based on quota shortages after the Committee of Enquiry had established that Plaintiff caused loss of funds to the tune of fifteen thousand two hundred and fifty-three (GH¢15,253.00). Plaintiff was not given any opportunity to defend this misconduct. The fact that Plaintiff had admitted to a one-off cross vending transaction and the fact that he was associated with vending stations involved in cross-vending did not mean he was responsible for the losses. …*
>
> *The Defendant failed to hear the Plaintiff on the charge for which he was dismissed. It was necessary that plaintiff was heard before his guilt was established. This Defendant failed to do."*

The Court of Appeal upheld the judgment of the trial court. On the issue of the lack of hearing it stated at p.26 of the judgment

> *"Further while plaintiff's query was limited to the transaction of 12th September 2013, the terms of reference of the Committee of enquiry show that the Plaintiff was the object of the enquiry. Curiously, the invitation letter only invited Plaintiff for a discussion and was silent on the alleged report of a preliminary investigation which purportedly identified him as the possible source of the shortages. We are of the view that considering the terms of reference of the Committee of enquiry and the allegations purportedly levelled against Plaintiff by the preliminary*

investigation, the invitation for a "discussion on the alleged quota shortage does not meet the requirement of fair hearing."

The Court of Appeal also observed that although very serious allegations were made by some witnesses against the respondent, the Committee neither confronted him with these allegations, nor afforded him the opportunity to respond to them.

"Accordingly, it was wrong for the Committee of Enquiry to have based its conclusion on allegations made against Plaintiff without giving him the opportunity to respond to them".

At pp.19-20 of the judgment the Court of Appeal stated quite correctly that the right to be heard is a fundamental tenet of the principle of natural justice.

"The issue to address as this stage is whether this conclusion of the court is supported in law and by the evidence. The right to be heard is an important component of a fair hearing. The rules of natural justice provide that a person must be heard before condemning him. Whereas in the instant case, disciplinary action was taken against the Plaintiff. Defendant is obliged to follow set procedure.

It must be emphasized that procedural fairness requires that the person affected by the decision has a right to know what he is alleged to have done and be given the opportunity to be heard in his defence. He must be given sufficient notice to allow for preparation of his defence. The rule that has been breached and the particulars thereof must be clearly specified. It has been held that these rules are not confined to the conduct of strictly legal tribunals but are applicable to every tribunal or body of persons vested with authority to

adjudicate upon matters involving civil consequences to individuals."

We agree entirely with the statement of the law by the Court of Appeal, but we disagree with the conclusions.

Natural Justice

The principles of natural justice form the pillars upon which a fair trial must be based. In ***Aboagye*** v ***Ghana Commercial Bank*** (2001-2002) SCGLR 797 at p. 803 Bamford-Addo JSC stated thus

"Natural justice is actually fairplay in action and is applicable to the ordinary courts, adjudicating tribunals and administrative bodies which have the power to adjudicate in disciplinary cases, and which make decisions affecting rights of other persons. In other words, the fundamental rules of natural justice include trial and strict adherence to the rules of procedure applicable to the proceedings."

Her Ladyship went on further and stated at pp.804-805

"Further, the general notion of fair hearing extends to the right of a person accused to have notice of the actual charge against him, ie by serving him with charges and by giving him the opportunity to present his defence, based on evidence provided in support of the charge against him. As said by Lord Denning of administrative bodies in the case of Abbot v Sullivan [1952] 1 K.B. 189: 'These bodies, however, which exercise a monopoly in the important sphere of human activity with the power of depriving a man of his livelihood must act in accordance with the elementary rules of justice. They

> *must not condemn a man without giving him an opportunity to be heard in his own defence and any agreement or practices to the contrary would be invalid.' In this case the administrative body trying the plaintiff, who suffered the highest and toughest sanction of dismissal, should in the cause of fair trial have been served with proper disciplinary charges…"*

In ***Ex-parte Salloum (Senyo Coker interested party***)[2011] 1 SCGLR 547, the effect of the failing to hear a person was pronounced on thus:

> *"Equally so, if a party is denied the right to be heard as in this case, it should constitute a fundamental error for the proceedings to be declared a nullity. The Courts in Ghana and elsewhere seriously frown upon breaches of the audi alteram partem rule to the extent that no matter the merits of the case, its denial is seen as a basic fundamental error which should nullify proceedings made pursuant to the denial."*

In ***Lagudah*** v ***Ghana Commercial Bank*** [2005-2006] SCGLR 388, Akuffo JSC (as she then was), on p.394 endorsed the statement in the headnotes of the Court of Appeal decision in ***Republic*** v ***Ghana Railway Corporation*** [1981] GLR 752 and attributed to Twumasi JA who stated thus:

> *The core idea implicit in the natural justice principle of audi alteram partem was simply that a party ought to have reasonable notice of the case he has to meet and ought to be given an opportunity to make his statement in explanation of any question and answer and any arguments put forward against it. The principle does not require that there must be a formal trial of a specific charge akin to court*

> *proceedings… In dealing with the principles of natural justice, one has to bear in mind that the principles are substantive rather than procedural safeguards. Therefore the fact that a particular formal procedure is not adopted, does not itself imply that the principle has not been applied in an appropriate case."*

The decision aims to avoid an insistence on undue technicalities to subvert administrative hearings. Administrative hearings are only quasi-judicial hearings and therefore they may not operate on the same form as the courts, even though with the same principles What is of importance is whether the essence of the principles of natural justice, as to fair hearing, etc, have been observed.

It has been pointed out by the Supreme Court in cases such as ***Bani*** v ***Maersk Ghana Limited*** [2011] 2 SCGLR 796 and ***Gavor*** v ***Bank of Ghana*** [2013-14] 2 SCGLR 1081 that when an employee has been found to have engaged in gross misconduct, even a summary dismissal would not always be considered a breach of the fair hearing principles. In ***Bani*** v ***Maersk Ghana Ltd***, supra, Dr. Date-Bah JSC discussed the legal issues applicable on termination of contract of employment and summary dismissal for serious misconduct. Quoting with approval the dictum of Osei-Hwere JSC in ***Lever Brothers Ghana*** Ltd v ***Annan (Consolidated)*** [1989-90] 2 GLR 385 Dr. Date-Bah JSC re-echoed the words of Osei-Hwere JSC at pp.388-9, thus:

> *'The law is that where an employee has, in fact, been guilty of misconduct so grave that it justifies instant dismissal, the employer can rely on that misconduct in defence of any action for wrongful dismissal, even if at the date of the dismissal the misconduct was not known to him: quoting from Boston Deep Sea Fishing & Ice Company v Ansell (1888) 39 Ch.D 339 at 363, CA'."*

The court continued that

> *"From the principle of law also quoted above which entitles an employer to dismiss summarily an employee he considers guilty of serious misconduct, such as dishonesty, it is evident that the employer is not obliged to set up an investigative process to give the employee a fair hearing …*

A similar point is made in ***Gavor*** v ***Bank of Ghana***, supra, where, speaking through Anin Yeboah JSC (as he then was), this honourable court relied on the common law principle that an employer reserved the right to dismiss an employee for proven or grave misconduct. He also cited the same principles in ***Bani*** v ***Maersk Ghana Ltd*** *supra;****Aboagye*** v ***Ghana Commercial Bank,*** *supra* ; ***Lever Bros. Ghana Ltd*** v ***Annan*** [1989-90] GLR 385; and also cited *Halsbury's Law of England* (3rd ed.) 485 and paragraph 938, that

> *"'a servant whose conduct is incompatible with the faithful discharge of his duty to his master may be dismissed…Dismissal is also justified in the case of a servant….If his conduct has been such that it would be injurious to the master's business to retain him'".*

His Lordship continued by saying that,

> *"It therefore follows that an employee like the Appellant herein, (a senior officer of the nation's central bank) to have grossly misconducted himself in huge financial loss of US$1,500,000.00 cannot complain of lack fair hearing if he was found clearly culpable by an investigative committee set up to investigate the circumstances leading to such loss. This has been so held in several cases in this court and this Court has always upheld this basic common law principle. Nothing has been urged on to depart from*

this time-honored principle which we find as sound proposition of law…".

Fortunately, the instant appeal did not involve summary dismissal, but dismissal based on regulations in which all the prescribed steps in the disciplinary proceedings in the *Manual of Conditions of Service for Senior Staff* which is also referenced in the *Code of Ethics* of the appellant-company have been observed. This is in conformity with the holding of the Supreme Court in ***Aboagye*** v ***Ghana Commercial Bank***, supra, that where there are specific provisions on disciplinary processes, then parties would be required to observe the rules so prescribed.

From the facts of the instant case and the evidence led, the trial Court was of the view that the respondent was not given fair hearing by the appellant-company before dismissing him, and that same breached the rules of natural justice. This was because in the view of the trial court, the query letter (Exhibit E) did not mention the specific allegations against the respondent, and the letter of invitation to him to appear before the Committee of Inquiry (Exhibit G) indicated that he was wanted for a discussion. In the view of both lower Courts, therefore, the Committee did not interrogate the respondent on the specific allegations contained in the invitation letter and, consequently, this meant that the appellant breached the natural justice principle; and that had the respondent been made aware of the issues for inquiry he would have prepared adequately for same.

These findings by the two lower courts cannot be supported on the available evidence. The respondent was served a query letter to show cause why disciplinary action should not be taken against him for the events of 12th September, 2013. The query and the subsequent disciplinary proceedings did not occur in a vacuum. Therefore, when he was served with the query letter, he knew exactly what the matter on hand was, hence the long and detailed response he gave. In his response dated 3rd October, 2013, he stated, rather untruthfully, that he did the acts because he was motivated *"by a simple quest of*

being passionate about a customer who was desperately in need of power for their business." In his own words, and giving details of the events of 12th September in response to the query letter, he recounted, rather disingenuously, that,

> *"The Vendor, (Optiplus Ventures)* ***knowing who I was, approached me whiles in the cage to ask if I could assist*** *her since she desperately needed to service her client…. I therefore made her aware that I could only be of help if she makes her credentials for her profile available with the causation that she changes her password as soon as the system comes up. She agreed and wrote down the credentials for me.*
>
> *As soon as the system came up and looking at how desperately she looked, I logged in with the credentials she wrote for me to execute that particular transaction…There was no other reason in carrying out this transaction other than being passionate about a customer's desperation and plight which was no fault of his but a genuine case of system failure and to make the customer leave satisfied and cared for….*
>
> *I must say that this happened based on* ***prevailing circumstances then and the simple reason that one of our core values was to be passionate about our customers.*** *There definitely was no ulterior motive behind my action than thinking about satisfying the customer because the Vendor just like any other vendor made the request from [sic] me."* (emphasis supplied.)

Even if one does not get finicky to analyse the answer in minute detail, it is obvious that he was not entirely honest in his answer. Since he was in a cage which is not his usual

place of work, how did the Optiplus manager locate him and seek assistance from him? Yet, he gave the impression that it was as a result of a chance encounter that the vendor, who merely knew who he was as an ICT professional, met him and sought assistance.

It was also not true that he was only being a consummate IT professional who, acting under "*prevailing circumstances then and the simple reason that one of our core values was to be passionate about our customers*", was intent on advancing the business of his employers. Before the Committee, however, he admitted that Optiplus was one of two companies belonging to his wife; and that the Manager of Optiplus was, in fact, an employee of his, having employed her himself as manager to his wife's company. Clearly he must have been very involved in his wife's company, if indeed it belonged to his wife, rather than to him, for him to be the one to hire a manager to run it. Again, his relationship with her was not entirely professional, for both of them admitted they had been or were in a love relationship although both of them tried to give the impression the love affair between them was no longer current. Be that as it may, it meant that contrary to the impression he sought to create, she was not a chance acquaintance of his, and so approaching him for assistance was no chance encounter. He also gave the impression that it was for the highest professional ethics of "being passionate" about a customer that he did what he did.

Throughout his letter of response to the query, he dishonestly neglected to declare his association with Optiplus or the other the companies identified as having engaged in cross-vending, precisely because he knew what such an admission portended. It was thus clear on the evidence before the Committee, that his real motivation for subverting the very system he had been employed to safeguard was his own passion and the desire to advance his own private business rather than to tend the well-being of the business of his employer. The respondent also tried to give the impression that the punishment was too harsh because the act of 12th September was a one-off act, yet he stated that "*There*

definitely was no ulterior motive behind my action than thinking about satisfying the customer ***because the Vendor just like any other vendor made the request from [sic] me***." Having admitted to the Committee that what he did was no part of his work, how could he have been providing assistance to vendors when so asked? His admission of thoughtlessness in the situation was an admission that he did not realise how serious a professional breach his act was, and how far reaching the consequences of his act would be.

Unsurprisingly, his answers did not find favour with management and in accordance with the *Manual of Conditions of Service for Senior Staff* ('Manual'), to which he was subject by the terms of his Letter of appointment. The Manual provided the steps to be followed in respect of disciplinary procedures, and appellant proceeded to do just that. The respondent did not argue that appellant company had failed to comply with any of the internal disciplinary measures which have, embedded in them, the principles of natural justice. It is true the letter of invitation to the disciplinary inquiry was headed "discussion", but the invitation was no surprise to the respondent as he had previously responded to the query.

At this stage, it is the substance of the work of the committee that must be analysed rather than the form of the letter of invitation. Given what had transpired earlier, the respondent was under no illusion as to what the invitation to the ad hoc committee of enquiry set up specifically to go into the matter of his unauthorized breaking into the systems of appellant on 12th September portended. Despite the use of the word "discussion", rather than "investigation" or some other more appropriate word, there was not a shred of doubt as to the nature of the invitation served on the respondent to appear before a committee. Consequently, there is sufficient evidence that the notice to him of a disciplinary hearing was adequate.

The proceedings before the committee were fair and the respondent had adequate opportunity to explain himself, and even apologise for his wrong motives. The fact

remained, however, that what he had done had not only compromised the security systems of the appellant but also opened an avenue for others to exploit the newly-devised system which was intended to advance the employer's business. The action of the respondent's in accessing the cashier's booth and effecting transfers without proper authorization also constituted a misconduct, made worse by the fact that it was occasioned by a conflict of interest. Indeed, it was his singular act of vending power without authorisation that provided the lead for further investigation into the causes of the shortages that were being experienced by the vendors. This was most unfortunate, and considering the fact that the system of prepaid meters was new, could have had serious operational implications for the appellant-company.

Again, and even more important to the future of their relationship with their customer, was respondent's use of appellant-company's machines to subvert the system to the detriment of its agents ie the vendors. This created the impression that the appellant-company was conniving with others to steal credits it had, itself, sold to vendors. A reputable company could not be so engaged, when it professed as part of its core values "principles of care for the customer". For one of its own staff to be in the forefront of such activities was the ultimate betrayal. "*'Who will watch the watchman, if the watchman should steal*?".

The respondent, from the evidence before the trial court, sent a petition to the Managing Director complaining about his dismissal. In the petition (Exhibit '4'), he stated that

> *Initially, when the issue of shortages from vendors came up, I was privileged to see the report upon which the committee acted to carry out their investigations. I gathered that most of the trandsactions which were recorded as shortages occurred between Optiplus Ventures and Smartlogistics which summed up to the figure quoted in my dismissal letter. Smartlogistics and Optiplus Ventures*

happened to be operated under one management. The managers and cashiers had a mutual agreement between the two stations such that they augmented each other in service to customers in instances where one station had run out of quota and the other had enough on its profile. They therefore were able to access each other's profile when the need arises because the system allowed it. This therefore meant that those transactions were not actually shortages but were transactions that took place because of the mutual agreement that existed between the two stations."

He again, disingenuously neglected to mention his links with the companies and his involvement in their operations. He also showed such a familiarity with the modus operandi of those companies that one is left to wonder whose side he was on. He clearly exhibited the dangers of situations of conflict of interest, and did not serve his employer with loyalty. The fact that the committee came to the conclusion as to the nature of "shortages" which he did not agree with, did not mean he was not given a hearing. He had plenty of opportunity to mount a defence under the internal disciplinary mechanism which made provision for hearing the side of the respondent's story. Indeed, if he understood the situation better than the Committee, it was because of his private knowledge of what those transactions meant between two sister-companies. It was his choice to be economical with the truth.

The findings of the trial court, which were concurred in by the first appellate court, are not supported by the record and are clearly inconsistent with the totality of the evidence. Therefore, a miscarriage of justice has been occasioned and it is a proper occasion for the Supreme Court to interfere with those findings and conclusions.

Although on the evidence, the respondent's invitation to appear before the Committee, "*was in relation to shortages in the quota of vendors and made no mention of cross-vending on*

which the Plaintiff was queried", as submitted by the respondent at p.8 of his statement of case, the respondent did have sufficient notice of the charges against him.

Again, at the enquiry, the exchange between the Committee and respondent did not specifically address the shortages or the specific quantum of shortage that the respondent's conduct had, allegedly, inflicted on customers, but the transactions that had occurred left an e-trail and so needed not to be proved upon admission of the fact of cross-vending.

The exchange between the Committee and respondent was very revealing and went as follows:

ROA 1: 134-135

> ***"I didn't realize the mistake I made. I am human and I was thinking more of the customer than the situation at hand.***
>
> ***I must apologise for having abused the office equipment in that manner. In my query I even said the purchase history of the customer could be extracted to verify that it was a one-off thing and it was not my intention to have done that and I am sorry".***
>
> ***Q. When the vendor gave you her credentials to log in why didn't you give it to the cashier to do it.***
>
> ***A. That is also another point***
>
> ***Q. When I asked of your functions you didn't state that you are supposed to sell to either customers or vendors?***
>
> ***A. Yes I am not supposed to***

Q. This act contradicts your function you outlined?

A. Yes that is why I am apologizing

Q. Do you know the vendor who approached you?

A. Yes I used to go out with her. I met her in my line of duty but we are no more dating.

Q. She manages Optiplus?

A. Yes

Q. Who is the owner of Optiplus?

A. Sylvia Allotey she is my wife. She is aware Christy works and manages Optiplus but Christy came into the scene because I was dating her… My wife works at Fire Service and she can't manage the place.

Q. Did you employ Christy to manage the place for you?

A. Yes

Q. Christy approached you for help because she knows you very well?

A. Yes but the pressure was so much that is why I helped. I don't know whether you get the picture.

Q. You could have directed the vendor to see a cashier

A. At that point in time the money was already committed to their profile.

Q. When the system finally came up and since the quota has already been transferred to her vending station why didn't you politely ask the lady to return to her station because the information gathered indicates that the station is not too far and they came with a vehicle after they had gone through the process and sell to the customer?

A. That is the first thing I did but upon persistence from them I just felt like helping them and that was the mistake.

Q. You accept that it was a mistake made?

A. Then I didn't know but after receiving the query and sitting down to think about then it I realized it was wrong for me to use office resource to pursue something like that and I think seriously apologized in my response.

Q. Assuming ECG and for that matter Management decides not to accept this apology, would you be happy if you are sanctioned for this irresponsible act?

A. Yes we are all humans and we make mistake. I will accept.

Q. As a System Administrator did you tell your supervisor that you helped a vendor out of her frustration to help a customer using ECG's machine to sell to the customer?

A. I don't know I should have done that

Q. Don't you also think you were compelled to assist due to the relationship that existed between you and the lady?

A. That could also be a factor

Q. In this case can I say there was a conflict of interest?

A. Yes you can say that and I am sorry

Q. The Cashier point is not for selling quota?

A. Yes

Q. As the system Administrator you know the cubicle wasn't meant to administer the quota but you went ahead and did that so I can say that it was an abuse of office?

A. Yes

Q. After the system came up you could have asked the lady to go to her vending station but you helped out of love and it was a sign of breach of company procedure?

A. I didn't know what I was getting myself into. I am human and bound to make mistake

Q. Some mistakes are avoidable and yours was one clear case?

A. I admit I have learnt my lesson

Q. Try and draw the thin line between relative and business. I hope you have learnt your lesson.

A. I have.

(At p 141 ROA)

Q. You mentioned that Optiplus belongs to your wife which presupposes that you have an interest.

A. Yes

Q. Don't you think as a result of that conflict of interest you compromised company rules and regulations to satisfy your interest?

A. I was not thinking. My emotions took over my reasoning and under that circumstance looking at the pressure I thought I was just helping.

Q. It may sound or seem as if you want to help but I can assure you if that interest wasn't there, I don't think you would have gone to that extent?

A. I concur to that but that is why I keep apologizing

Q. Apart from Optiplus what relationship do you have with Smart Logistics and Datalink?

A. Christy and his [sic] cousin Henry own Smart Logistics

Q. We are asking because these four vending stations were involved in the cross transactions and if you would remember during the launching of the quota system somebody asked could she cross transact and I said no?

A. I was in that meeting but what I also heard. He also had suggestions about some security issues.

How could a person who had made such admissions before a Committee set up specifically for the purpose, and who had the opportunity to offer explanations, claim not to have had an opportunity to be heard?

The Committee made findings that some companies - Flixpa ventures; New Ideas; Stidij ventures; Foxtrail; Ogla Special; and World Link Logistics (See Exhibit DC1) had experienced inexplicable shortages, possibly caused by cross-vending. Indeed, the fact that Optiplus was the recipient of over Ghc14,000 out of the over Ghc15,000 worth of shortages found clearly showed that cross-vending was the source of such shortages. Even if by internal arrangements between the two companies the accounts could be sorted out with ease, it did not mean the record did not disclose any shortages.

Further, the exchange at the committee also revealed that the respondent was associated with about four of the companies – two belonged to his wife and were run by his paramour Christiana, whom he had employed as manager, and two to Christiana and her cousin Henry respectively ie linked with him. Consequently, the committee made findings of fact that Optiplus Ventures and Smart Logistic both vending points owned by respondent's wife and the other two, Datalink and Krofty Enterprise all linked to him, had engaged in cross vending. The Committee therefore came to the conclusion that it must have been respondent who had taught them what to do because the modus he adopted on the 12th of September to do cross-vending on behalf of the customer was the same as the modus employed by the said companies. Even if the committee relied on circumstantial evidence to come to this conclusion, it cannot be entirely faulted, for, as a common saying goes, "*if it walks like a duck, and quacks like a duck, then it is a duck.*" It was also telling, that apart from the associated companies, no other companies seemed to have the knowledge and opportunity to enter other people's platforms, with or without their consent, and vend units to customers.

The admissions the respondent made before the Committee carried more than a whiff of impropriety, and led to the Committee's conclusions of Conflict of Interest on the part of respondent. This Conflict of Interest, which constituted a breach of ECG Code of Ethics under paragraph 4.1 of the Senior Staff Manual, came up as the explanation for the cross-vending and even the shortages they had been set up to investigate. The respondent admitted it was his close association with Christy, the Manager of Optiplus that must have been the cause of his lapse of judgment in using an office computer to effect cross-vending for a customer, but that no shortage occurred or was proved by the act undertaken by the respondent that day.

The Committee also found that cross vending was most likely to occur at the times when the network was bad and the vending companies had to operate by resort to cross-vending. From this fact, the committee concluded that the respondent had something to do with the experience of poor network by some of the companies located in the areas where the associated companies of the respondent were situate. Further that this was the ploy used to compel those companies to seek assistance for cross-vending from the associated companies. The respondent himself gave cause for such conclusions when he admitted that on 12th September, he discovered that the incidence "poor network" was occasioned by human agency since he found a machine switched off in the control room at a time it was supposed to be on. He testified thus:

> *"we went to the E-cash server which is located upstairs. It is connected directly from the mast. When we got there, the serve r was off. I asked her [ie deputy administrator of the system] how come the server could go off at a peak time and she said maybe someone might be working remotely…"*

This serious security lapse, with adverse operational implications for his work and within the scope of his responsibilities, was not reported to anybody until the enquiry began. It

is thus not surprising that the Committee laid the blame on him for trying to advance his business by engaging in such acts. However, there was no real evidence that it was the respondent who was deliberately interfering with the system at Tema for personal gain, since complaints of the poor nature of the appellant company's network was a general complaint all over the country. This erroneous conclusion notwithstanding, it did not mean the respondent had no hearing.

Although the Committee did not ask him about the shortages he was alleged to have caused, nor the quantum of shortages established or put before him, it had little reason to, since he insisted his act was only a one-off act and that there had been no loss or shortage caused on that occasion. At the enquiry, he was asked questions about shortages that required him to educate the committee on how such shortages might occur. Even though questions on the specific charges served on him were not put to him for him to offer evidence in his defence, if any, it was his lack of forthrightness that was to blame. After telling the Committee how such shortage could occur, what other opportunity was he looking for to mount a defence, when his defence strategy was, obviously, to flatly deny that the only occasion found against him caused no reported shortage or loss? In any case, the Committee was mandated to make recommendations to avert future occurrences, and it did so. We therefore disagree with the Court of Appeal that he had no opportunity to be heard on the charges against him.

RELIEFS

The appellants also complained in ground **c** that

> *"the Court of Appeal erred in law when it failed to set outside the grant of relief "E" endorsed on the Writ of Summons dated 14th December 2015 to the Plaintiff by the Trial Court.*
>
> *Particulars of error of law*

1. *The relief has the effect of granting to the Plaintiff salaries and bonuses till retirement which is contrary to the law that governs the severance of master-servant relationship."*

The appellants are right to complain. The award of such salaries and bonuses,

> *"due and owing to the Respondent on account of the unlawful dismissal with the interest at the prevailing commercial bank rate from 27th May,2014 till the date of the final payment together with various increment and bonuses that he may be entitled to as a Senior staff."*

as endorsed on the Writ of summons, was unconscionable and contrary to established authority. In ***Ashun*** v ***Accra Brewery Limited*** [2009] SCGLR 81, the Supreme Court held per Date-Bah JSC at p. 84

> *"This case with respect is based on a flawed conception of the nature of a contract of employment. A contract of employment is not necessarily a contract till the retirement age…. a contract of employment, though it may be for an indefinite period, does not mean life employment. Claim (d) endorsed on the Plaintiff's writ of summons is, however, based on the fallacious conception that there is an expectation interest in a contract of employment till the age of retirement. …A contract of employment is clearly terminable**. Even if it is terminated wrongfully, that does not give the aggrieved party the right to be paid salary till his retirement age**."*(emphasis supplied).

See also: ***Augustine Bogoloh*** v ***Intertek Ghana Limited***, Suit No. J4/44/2022; judgment delivered on 29th November, 2022 (Unreported).

In addition to this hefty, but undeserved award, the respondent was awarded 2-years of salary as damages by both lower courts. Counsel for appellant has cited ***Standard Chartered Bank*** v. ***Nelson*** [1998-1999] SCGLR 810, at p. 824 when the Supreme Court, speaking through Hayfron-Benjamin JSC altered the award in respect of the quantum of damages in these words:

> *"It is clear that an appellate court may reverse or vary the award of damages on the grounds*
>
> *(a) That the judge acted on some wrong principles of law, or*
>
> *(b) That the amount awarded was so extremely high or so very small as to make it, in the judgment of this court an entirely erroneous estimate of the damage to which the plaintiff is entitled."*

That clearly establishes the appellate court's power to interfere with the award of the trial court, even when a proper basis in law has been established.

It is also a point supported by a plethora of authorities that in the event of a wrongful termination, the respondent is under an obligation to mitigate his damage, as prescribed in ***Ashun*** v ***Accra Brewery*** supra, the Supreme Court per Dr Date-Bah JSC held at p.84:

> *"In principle, then, in the absence of any contrary statutory or contractual provision, the measure of damages for wrongful termination of employment under the common law of Ghana is compensation, based on the employee's current salary and other conditions of service, for a reasonable period within which the aggrieved party was expected to find alternative employment. Put*

in other words, the measure of damages is the quantum of what the aggrieved party would have earned from his employment during such reasonable period, determinable by the court after which the employee should have found alternative employment."

See also dictum of Agnes Dordzie JSC in ***David Agbeli*** v ***Merchant Bank Ghana Ltd.*** Suit No J4/402017 judgment dated 7th July 2021; (Unreported). In determining the possibility of finding alternative employment one must consider the skills of the respondent. Fifteen months as cited in ***Kobi & 24 Ors.*** v ***Ghana Manganese Co. Ltd.*** [2007-2008] 2 SCGLR 773 is, all things considered, sufficient. The area of computing is highly sought after in this economy, and the respondent, with reasonable diligence, could not have remained unemployed for as long as fifteen months, let alone, two years. Even though we take cognizance of the fact that separating from an organization under a cloud of unethical behavior could be a barrier in securing good employment in a timeous manner, the highly specialized nature of the sector would be an advantage in surmounting any such barrier.

In view of the nature of the conduct of the disciplinary hearings, the appellant did not breach the audi alteram partem rule, and the appeal succeeds in its entirety. The respondent is not entitled to any of his claims.

PROF. H. J. A. N. MENSA-BONSU (MRS.)
(JUSTICE OF THE SUPREME COURT)

A. LOVELACE-JOHNSON (MS.)
(JUSTICE OF THE SUPREME COURT)

E. YONNY KULENDI

(JUSTICE OF THE SUPREME COURT)

B. F. ACKAH-YENSU (MS.)

(JUSTICE OF THE SUPREME COURT)

S. K. A. ASIEDU

(JUSTICE OF THE SUPREME COURT)

<u>COUNSEL</u>

VICTOR KWESI OPEKU ESQ. FOR THE PLAINTIFF/RESPONDENT/ RESPONDENT.

JEMIMA IRRE ARYERE ESQ. FOR THE DEFENDANT/APPELLANT/APPELLANT.