

IN THE CIRCUIT COURT OF GHANA HELD IN ACCRA ON 4<sup>TH</sup> DAY OF  
NOVEMBER, 2022 BEFORE HER HONOUR KIZITA NAA KOOWA  
QUARSHIE, CIRCUIT COURT JUDGE

SUIT NO.

C4/16/2023

CHIEF FIIFI ARTHUR

VS

NIS NIS VENTURES LIMITED & ORS.

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RULING

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Learned counsels for the Defendant/Applicants and Plaintiff/Respondent in this present case prayed the Honourable Court for the following on the 28<sup>th</sup> October, 2022 for Defendant/Applicant.

1. An order of misjoinder of the 2<sup>nd</sup> Defendant/Applicant Mr. Kingsley Agyemang (Director of 1<sup>st</sup> Defendant Company).
2. An order vacating the order of this court which granted interlocutory Injunction to restrain the Defendant/Applicant from ejecting the Plaintiff/Respondent.
3. An order directed at the Plaintiff/Respondent to pay all outstanding arrears of the accommodation bill from the 20<sup>th</sup> June, 2022 till date (particularly because Plaintiff/Respondent has changed his name severally and may not be found if judgement is to be enforced against him).

In vehement opposition Counsel for the Plaintiff/Respondent submitted the following:

1. That the application is irregular and not properly before this court.
2. That 2<sup>nd</sup> Defendant should not be disjoined from this suit (as in fact He is the alter ego of the 1<sup>st</sup> Defendant/Applicant).

3. That Defendant/Applicant's prayer for an order that the Plaintiff/Respondent pay rent arrears is incompetent and rather he should commence a fresh action by writ to recover same or counterclaim.
4. That Defendant/Applicants assertion that the Plaintiff/Respondent has changed his name severally is prejudicial and should not be entertained by the court.

As already mentioned Defendant/Applicant prayed the court for an order of misjoinder of 2<sup>nd</sup> Defendant from the suit dated (21/06/2022).

Paragraph 4 of the affidavit in support for interlocutory injunction by the Plaintiff/Respondent described 2<sup>nd</sup> Defendant as the beneficial owner of Kingsville Apartment Westland Accra (the subject matter of the litigation) and also a Director of 1<sup>st</sup> Defendant/Applicant Company.

In paragraph 6 dated 9/9/2022 Plaintiff/Respondent stated *"That the 2<sup>nd</sup> Respondent is the alter ego of the 1<sup>st</sup> Defendant Company and it is under his instructions that 1<sup>st</sup> and 3<sup>rd</sup> Defendants are forcefully and unlawfully inducing the Plaintiff to quit the premises and so he is a necessary party to the suit"*.

The Court makes reference to the exceptions in the rule in the case of Salomon v Salomon {1896} UKHL, 1{1897} AC 22 (Separate legal entity doctrine) particularly the 2<sup>nd</sup> exception. Where the Director is the alter ego or controlling mind of the company.

Paragraph 20 of the affidavit in support of injunction (supra) by Plaintiff/Respondent stated *"I say that 2<sup>nd</sup> Defendant is inducing 3<sup>rd</sup> Defendant to unlawfully eject me from the apartment"*.

This reference was to Mr. Kingsley Agyemang who is described as the beneficial owner of Kingsville Lodge and a Director of the said company.

Respondent/Applicant does not however deny this position but raises a point of law to the effect that the Principle in Salomon v Salomon {1896} UKHL, 1{1897} AC 22 in its exception is inapplicable that no evidence has been shown by Plaintiff/Respondent that 2<sup>nd</sup> Defendant/Applicant has influenced the 1<sup>st</sup> Defendant in anyway.

The court notes that Plaintiff/Respondent has made several statements in his various applications to the effect that 2<sup>nd</sup> Defendant/Applicant seeks to have him removed from the premises which have not been denied by the Respondent/Applicant in any of his affidavits.

Paragraph 12 of Plaintiff/Applicant's affidavit in support of a grant of interlocutory injunction is on harassment from the Defendant which was not rebutted which means admission. See section 114(1)(b) of Evidence Act NRCD.

Point 2: That an order should be made by the court to vacate its former order of a grant of interlocutory injunction to Plaintiff/Respondent. Application review has been revoked by C.I. 133 and the court can therefore not entertain the current prayer, as it lacks the power to do so.

Point 3: Defendant/Respondent seeks an order to compel the Plaintiff/Respondent to pay rent arrears. Paragraph (ii) of Plaintiff/Respondent's affidavit in opposition to motion for misjoinder of 2<sup>nd</sup> Defendant and for further orders states *"That the Plaintiff/Respondent has now become a statutory tenant in law and cannot be evicted by the Defendant/Applicant"*.

The court refers to section 36 (interpretation section) of the Rent Act, 1963, Act 220 for the description of a statutory tenant.

The section describes a statutory tenant as a tenant by virtue of Section 17(5) of the same Act.

Again under the Act a tenant is described as any person who leases premises from another person in consideration of the payment of rent. By Plaintiff/Respondent's own affidavit he is a tenant and should therefore pay rent.

Point 4: That the court should make an order for payment of arrears by Plaintiff/Respondent because he has changed his name several times. *"According to On-line Dictionary, the Merriam-Webster, "prejudice can also be described as preconceived judgement or opinion. An adverse opinion or leaning formed without just grounds or before sufficient knowledge"*.

In respect of the above the court believes the ground premised is prejudicial and no court of competent jurisdiction can premise its orders on such.

BY COURT: The court from the foregoing dismisses Defendant/Applicant's application for misjoinder of 2<sup>nd</sup> Defendant.

The court makes an order for Plaintiff/Respondent to pay outstanding rent arrears from June, 2022 of \$1,200.00 a month till date to the Defendant/Applicant's Cal Bank Account Number **1400004762543 NIS NIS Ventures Ltd, Airport City Branch** and continue to make monthly payments into the said account until the case is finally determined.

No costs will be awarded to any party.

(SGD)

**H/H KIZITA NAA KOOWA QUARSHIE  
CIRCUIT COURT JUDGE**

IN THE CIRCUIT COURT OF GHANA HELD IN ACCRA ON 6<sup>TH</sup> DAY OF  
APRIL, 2023 BEFORE HER HONOUR KIZITA NAA KOOWA QUARSHIE,  
CIRCUIT COURT JUDGE

SUIT NO. C4/16/2023

CHIEF FIIFI ARTHUR

VS

NIS NIS VENTURES LIMITED & ORS.

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Plaintiff present

Defendants' representative absent

Israel Ackah for the defendant company

BY COURT: The court after a careful study of the case sets aside the preliminary legal issue. The issue is for recovery of the apartment from plaintiff pursuant to section 17 of the Rent Act.

The parties are to file witness statement and pre-trial checklist for case management conference at the next adjourned date.

Defendant's lawyer is to serve the plaintiff's lawyer with court notes and a hearing notice for that day.

Previously the court adopted the following issues for determination

1. Whether or not the payment of \$2,200.00 effected to the 1<sup>st</sup> defendant's company Cal Bank account by the plaintiff was for one (1) month's rent and security deposit or two months' rent advance.
2. Whether or not there was an agreement between the plaintiff and 1<sup>st</sup> defendant to rent a three-bedroom apartment for a period of 12 months'.
3. Whether or not the plaintiff was given exclusive possession to the three (3) bedroom apartment.
4. Whether or not the defendant was harassed by the plaintiff.

5. Whether or not the plaintiff moved to the Airport View Hotel for three days as a result of alleged harassment by the defendants.
6. Whether or not Plaintiff informed the Defendant that the apartment was to be occupied by Plaintiff's guests
7. Whether or not the Plaintiff owes rent to the 1<sup>st</sup> Defendant for his continuous stay in the apartment beyond the one month rent he initially paid for.
8. Any other issues arising from the pleadings.

The suit adjourned is to the 5<sup>th</sup> May, 2023.

**H/H KIZITA NAA KOOWA QUARSHIE  
CIRCUIT COURT JUDGE**