## IN THE CIRCUIT COURT OF GHANA HELD IN ACCRA ON 3<sup>RD</sup> DAY OF NOVEMBER, 2022 BEFORE HER HONOUR KIZITA NAA KOOWA QUARSHIE, CIRCUIT COURT

SUIT NO. C5/13/2022

PROMISE AYEH === PETITIONER
PIG FARM
ACCRA

**VS** 

EBENEZER OWUSU AYEH === RESPONDENT
PIG FARM
ACCRA

## **CONSENT JUDGEMENT**

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The court has taken evidence from the parties who have both agreed that their marriage celebrated between them on the 11<sup>th</sup> day of December, 2010 has broken down beyond reconciliation.

The court adopts the term of settlement by the parties and hereby grants a dissolution of the marriage to the parties **EBENEZER OWUSU AYEH** and **PROMISE AHIADZOR** on this 3<sup>rd</sup> day of November, 2022. The Marriage Certificate with registration number SFXCC/ML/15/2010 is accordingly cancelled.

## **TERMS OF SETTLEMENT**

A. The Petitioner herein took out a petition against the Respondent herein, on 18<sup>th</sup> day of August, 2021 at the Circuit Court for the following reliefs:

- i. That the marriage celebrated between the parties on December 11,2010 be dissolved.
- ii. That the Respondent be ordered to make to the Petitioner such maintenance pending suit and thereafter a monthly maintenance of GH¢500.00 for each of the two children.
- iii. That the Petitioner be granted custody of the children of the marriage namely Maame Efua Nhyira Ayeh aged 10 years and Nunana Aseda Ayeh aged 6 years old with full visitation rights to the Respondent.
- iv. That the Respondent be ordered to pay the school fees as well as the medical bills and provide for all the necessaries of life.
- v. Costs including legal fees.
- B. These Terms of Settlement are agreed upon by the Petitioner herein and the Respondent herein and entered into in order to resolve the claims of the parties in this divorce petition.
- C. In settlement therefore, the Petitioner herein and the Respondent herein, agree as follows:
  - i. That the marriage celebrated on December 11, 2010 be dissolved.
  - ii. That the Respondent will pay GH¢350.00 per month to the Petitioner for each issue as maintenance for the two issues of the marriage which shall be reviewed upwards by 10% every year. This

amount shall be paid by the Respondent to the Petitioner on or before the 5<sup>th</sup> day of every month into a designated account advised by the Petitioner.

- iii. That the Petitioner shall have custody of the two issues of the marriage. The Respondent will have reasonably access to the two issues during the day on weekends, holidays and special occasions with prior notice to the Petitioner and having regard to the best interest of the issues of the marriage and convenience of the Petitioner.
- iv. The parties shall share the educational expense, medical and other necessaries of life of the issues of the marriage equally as and when they become due.
- v. Each party shall bear their own costs in the suit.
- D. It is further agreed that these Terms of Settlement shall be filed and entered as consent judgement.
- E. The Terms of Settlement constitute the entire understanding of the parties conclusively settling the dispute between the parties and as such entirely extinguishing the rights, obligations and claims of the parties in respect of this suit and shall constitute a final judgement.

Let the terms of settlement filed on the 19<sup>th</sup> day of May, 2022 be entered as consent judgement of this court.

(SGD) H/H KIZITA NAA KOOWA QUARSHIE CIRCUIT COURT JUDGE