

IN CIRCUIT COURT '1' HELD AT TAKORADI, WESTERN REGION ON  
WEDNESDAY 12<sup>TH</sup> JUNE, 2023 BEFORE HIS HONOUR MICHAEL K. AMPADU,  
CIRCUIT COURT JUDGE.

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SUIT NO. C2/13/2022

BETWEEN

SARAH AIDOO

.....

PLAINTIFF

AND

EL REAL ESTATE LTD.

.....

DEFENDANT

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JUDGEMENT

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**Plaintiff: Present**

**Defendant: Absent**

The Plaintiff came to Court for the Following reliefs against the Defendant on the 26<sup>th</sup> day of April, 2022;

1. Recovery of an amount of Forty Thousand Ghana Cedis (GH¢40,000.00), being an amount Defendant made Plaintiff pay to him (Defendant) on 7<sup>th</sup> August, 2018 through Defendant's CAL Bank Account Number 1400003279048 at Tarkwa Branch for the purpose of selling a parcel/piece of land to Plaintiff but which Defendant failed and has refused to refund the money.
2. Interest on the principal amount stated supra at the prevailing bank rate from 7<sup>th</sup> August, 2018 till final payment; and
3. Costs.

Plaintiff stated in her statement of claim that she is unemployed and lived at Tarkwa while the Defendant is a Pastor of ZOE Church and a Businessman who deals in Real Estate.

Plaintiff stated that in 2018 she saw the Defendant's advertisement on public television and social media advertising his products which include sale of plots of land to interested parties. According to her, she has a friend who is a member of the Defendant's church who confirmed to her that the advertisement was true since the Defendant has made same advertisement in their church in Tarkwa.

She stated that after this confirmation from the friend, she became interested and started making enquiries as to how she would be able to acquire one plot. It was the claim of the Plaintiff that, her enquiries took her to the Defendant's company office at Tarkwa where she got to know that the Defendant is the Managing Director of the El Real Estate and that it is true that he sells houses and plots of land. Plaintiff continued that after the above assurance, she expressed interest in buying a plot of land from Defendant's company and she was asked to pay an amount of Forty Thousand Ghana Cedis (GH¢40,000.00) into the Defendant's El Real Estate Ltd Account Number 1400003279048 at CAL Bank, Tarkwa branch on 7<sup>th</sup> August, 2018 and send the pay-in-slip to Defendant's Company Office at Tarkwa for a receipt which was issued to her by Defendant's agent.

It was the contention of the Plaintiff that after she had paid the money into Defendant's said account, she always met the absence of the Defendant's staff or agents anytime she visited their office and all efforts to recover the land or the money have failed and hence prayed for her reliefs.

The records show that the writ was served on the Defendant on the 21<sup>st</sup> of June, 2022 personally but he failed to file appearance. On 07/09/22, the Plaintiff filed a motion on notice for judgement in default of appearance.

The application was granted on 27/02/23 and the Plaintiff who has been asked to file her witness statement earlier which she did because she was not represented, was called upon to testify. Her testimony which was given on 29/03/23 which was almost the same as her statement of claim added that on paying the deposit amount of GH¢40,000.00 into the Defendant's said account, she was given a pay-in-slip which she tendered as exhibit 'A' and it was dated 8<sup>th</sup> July, 2018 but that exhibit showed that the amount of GH¢40,000.00 was deposited into the Defendant's account at CAL Bank on 07/08/18 and not 08/07/18. She also tendered exhibit 'B' which is the Receipt she received from the Defendant's agents when she paid the money into their account. The Receipt is not dated but it was made on the Defendant's official letterhead with a serial number of 0000242. She also added that after the payment to the Defendant's agents they told her to come after one month for them to demarcate and or show her the plot in Accra but when she went to the office at the appointed time, she was asked to come another day and this back and forth continued until one day when she went to the office to find that it was closed. That every attempt to get the money refunded or the land has failed that was why she was in Court with her claims.

Order 10 r 1(1) of C.I.47 provides that:

*"Where the Plaintiff's claim against a Defendant is for a liquidated demand only and the Defendant fails to file appearance, the Plaintiff may after the time limited for appearance, apply to enter final judgement against the Defendant for a sum not exceeding that claimed by the writ and for costs and proceed with the action"*

*against other Defendants if any”.*

This writ was served on the Defendant’s Managing Director, El-Real Estate personally on 21<sup>st</sup> June, 2022 after the writ has been issued on the 26/04/22. The Plaintiff waited until 07/09/22 when she moved a motion on notice for judgement in default of appearance. That is five months after the issuance of the writ. Yet the Defendant could not appear. The Court therefore has no option than to grant the Plaintiff’s application for judgement in default of appearance in accordance with Order 10 r 1(1) of C.I.47.

1. The Court therefore gives judgement in favour of the Plaintiff and orders that she recovers the amount of Forty Thousand Ghana Cedis (GH¢40,000.00) which she paid to the Defendant for a piece or a parcel of land which land she never got.
2. The Court also grants the Plaintiff’s second claim of interest and orders that the Plaintiff pays interest on the said Forty Thousand Ghana Cedis (GH¢40,000.00) at the prevailing Commercial Bank Rate from 7<sup>th</sup> August, 2018 to date of final payment.
3. Finally, the Court awards a cost of Two Thousand Ghana Cedis (GH¢2,000.00) against the Defendant in favour of the Plaintiff.

SGD

**H/H MICHAEL K. AMPADU**

**CIRCUIT COURT JUDGE**