

IN THE CIRCUIT COURT 3 HELD AT ACCRA ON THURSDAY THE 12TH DAY OF
MAY, 2023 A. D. BEFORE HER HONOUR SUSANA EDUFUL (MRS.), CIRCUIT
COURT JUDGE

SUIT NO. C2/87/2023

U. U MICHAELS COMPANY LTD } PLAINTIFF

VRS

METRO MASS TRANSIT LTD } DEFENDANT

SUMMARY JUDGMENT

The Plaintiff Company filed this suit on December 5, 2022 and Amended the Writ of Summons and the Statement of Claim on February 3, 2023. The Defendant Company entered appearance and filed their Statement of Defence on January 1, 2023. On February 21, 2023, the Plaintiff filed this application for Summary Judgment. The Defendant has also filed their affidavit in opposition.

In determining this application the court has taken into consideration, **Order 14 rule 1 of C.I 47 High Court (Civil Procedure) rules 2004** "Where in and action ... On the grounds that the Defendant has no defence to the claim included in the writ or to a particular part of such a claim, or that the defendant has no defence to such claim or part of the claim, except as to the amount of the any damages. and also, the principle laid down in the case of **Yartel Boat Building Co. V Annan 1991 2GLR 11** which state

"(a)

the defendant must have been served with a statement of claim; (b) the defendant must have entered an appearance; and (c) the affidavit in support of the application must not only depose to facts indicating that the plaintiff's claim was real and considerably unimpeachable but must also contain an averment that the defendant had no defence to the action."

The Plaintiff in their affidavit in support have stated that the basis of their claim is that the Plaintiff company upon a contact between the parties supplied the Defendant company with spare parts at the cost of GHC 1,018,096.15. The period for the said supply was from the year 2018 to the year 2022. Exhibit A which is the list of the said supply was tendered in evidence. According to the Plaintiff the practice was that the defendant stamped the purchase order indicating the date of supply each time items were supplied to them. The Purchase Order was also tendered in evidence as Exhibit B series. The Plaintiff claim is that the Plaintiff supplied the Defendant with the items as exhibit but the Defendant refused to make payment of same. After filing the Writ of Summons the both parties reconciled the accounts which reduced the

amount owed by the Defendants to GHC823,040.15, consequently the Plaintiff Amended the Writ of Summons to reflect same. The Plaintiff further stated that the Defendant has no defence to their claim hence this present application.

The Defendant in their affidavit in opposition has stated that, they do not owe the Plaintiff the amount as stated per the Plaintiff's writ of summons filed. According to the Defendant, since they have denied the Plaintiff's claim, the burden is cast on the Plaintiff to proof their claim.

This court has considered the Plaintiffs application and the supporting affidavit and exhibits as well as the affidavit in opposition filed. The Plaintiff has attached exhibits to prove the basis of their claim. The Defendant have not denied having the said contract with the Plaintiff to supply them with spare parts. They have not also denied the Plaintiff did not make any supply of spare parties to them. All the defendants are saying is that they do not owe that amount as stated.

The vex now question is, why has the Defendant not provided any proper legal defence by way of evidence of discrediting the exhibit A and B which contains all the items supplied and the amount owed. The Plaintiff has stated that amount owed per their computation was reduce to GHC823,040.15 because the Defendant made payment of an amount of GHC100.000.00 without notice to the Plaintiff. This was detected when the Plaintiff went into the accounts to reconcile the account with the Defendant. The court is of the opinion that Defendant has no defence to the Plaintiff claim hence their inability to deny or

discredit the amount as stated by the Plaintiff. The court is there for satisfied that the Plaintiff is entitled to the claim they seek. The Application is granted. Summary Judgment is entered in favour of the Plaintiff and makes the following orders:

1. The court hereby orders the Defendant to pay the amount of GHC823,040.15 to Plaintiff
2. The Defendant is ordered to pay interest on the amount of GHC823,040.15 from December 2022 until date of final payment.
3. Cost of GHC10,000.00 is awarded in favour of the Plaintiff.

LEGAL REPRESENTATION

MARGARET MARY ADJEI-TWUM FOR THE PLAINTIFF

RAYMOND AFAWUBO FOR THE DEFENDANT

**H/H SUSANA EDUFUL (MRS)
(CIRCUIT COURT JUDGE)**