

**IN THE CIRCUIT COURT HELD AT KWABENYA ON FRIDAY THE 28TH
DAY OF APRIL, 2023 BEFORE HER HONOUR MAWUSI BEDJRAH,
CIRCUIT JUDGE**

SUIT NO. A4/26/2022

CLARA NAA KOSHIE BAMFO NYARKO

PETITIONER

VRS

NANA KWAME BAMFO NYARKO

RESPONDENT

PETITIONER

PRESENT

RESPONDENT

PRESENT

COUNSEL FOR PETITIONER,

EMMANUEL ESSUMAN DENNISON

ABSENT

JUDGMENT

1.0 In a petition filed on 19th April, 2022, the Petitioner prays that the marriage celebrated between the parties on 26th May, 2012 be dissolved. Petitioner further prays that;

- i. The Petitioner be granted custody of the children with reasonable access to the Respondent
- ii. Provision be made for the maintenance of the children
- iii. Half of their jointly acquired building at Kwabenya be settled in her favour
- iv. An order for financial provision be made in her favour

- v. Any other relief as the Honourable Court may deem fit.
- 2.0 The Petitioner states that the marriage has broken down beyond reconciliation due to the unreasonable behaviour of the Respondent and that she cannot reasonably be expected to live with the Respondent.
- 3.0 A summary of the reasons are that;
- i. The Respondent immediately after the marriage has been beating the Petitioner and sometimes to the point of drawing a knife to threaten her life.
 - ii. The physical and verbal abuse have become so regular and consistent that it has become a normal occurrence of the household.
 - iii. The last straw that broke the camel's back was insults and beatings meted out by Respondent to Petitioner on 30th October, 2021.
 - iv. Attempts by both families, Reverend Ministers and friends to resolve their differences have not been successful.
- 4.0 Respondent, per his response filed on 20th June, 2022, denies the allegations of unreasonable behaviour and the statement that the marriage has broken down beyond reconciliation. Respondent states that he still loves his wife and kids and asks for the wife's forgiveness. Thus, Petitioner should rescind her decision to divorce him and prays the court to allow the two families to meet.
- 5.0 Respondent subsequently agreed to the dissolution of the marriage, following further discussions between the parties and Terms of Settlement filed on 23rd March, 2023. The Terms of Settlement was adopted by the court on 28th April, 2023.
- 6.0 The issues set down for trial were in respect of the dissolution of the marriage, maintenance of the children, financial provision to Petitioner and Petitioner's share in their jointly acquired property.

THE EVIDENCE

- 7.0 A summary of Petitioner's testimony is that she is a personal banker whilst Respondent is an assistant registrar at the marketing department of the University of Professional Studies, Accra. She also testified that the marriage has been blessed with three children namely; Nana Pokuah Bamfo Nyarko-8 years, Nana Frempong Bamfo Nyarko-7 years and Nana Ofeibea Bamfo Nyarko-5 years. Petitioner's evidence is that Respondent has consistently assaulted her physically and that physical and verbal abuse have become a normal occurrence in the household.
- 8.0 Petitioner went further to give several instances of abuse and as stated in her petition and also testified that attempts by both families, Reverend Ministers and friends to resolve their differences have not been successful. Petitioner tendered the original Certificate of Marriage as Exhibit 'CB 1'.
- 9.0 Respondent decided not to cross-examine Petitioner on her evidence. This is what Respondent said; *"I accept the divorce. I do not have any questions for her."* As a result, Petitioner also decided not to call her two witnesses, whose witness statements had earlier been filed.
- 10.0 Respondent, who had earlier filed his witness statement, further decided not to testify in court, thus waiving that right.

EVALUATION OF EVIDENCE AND APPLICATION OF THE LAW

- 11.0 Under the Matrimonial Causes Act, 1971 (Act 367), specifically section 1, the sole ground for the grant of divorce is whether the marriage has broken down beyond reconciliation. Sections 2 (a) to (f) further provide any of the factors that must be established to prove the breakdown of the marriage beyond reconciliation.
- 12.0 Under section 2 (1) (f), if the parties to the marriage after diligent efforts have been unable to reconcile their differences, it becomes a ground for the court to grant divorce. The interventions of both families, Reverend

Ministers and friends having failed to reconcile them per the evidence before this court, I hold and find that the marriage has broken down beyond reconciliation and is declared dissolved.

13.0 Accordingly, it is hereby decreed that the marriage celebrated between Petitioner and Respondent on 26th May 2012 and evidenced by Marriage Certificate LBC/2012/04 and Licence Number AMA 3761/2012, be and is hereby dissolved forthwith on the ground that same has broken down beyond reconciliation. The Marriage Certificate is cancelled.

14.0 The Terms of Agreement filed by the parties on 23rd March, 2023 is hereby adopted as Consent Judgment as follows:

1. That Petitioner takes custody of the children with reasonable and convenient access to the Respondent; which said access shall fall due on every two weeks; commencing on Friday evening and ending the Sunday evening. It is however provided that where;
 - a) there is need for extension of days of access beyond the period herein indicated it shall be communicated and agreed between the Petitioner and Respondent.
 - b) there has to be a distant travel or any engagement by either Petitioner or Respondent or a third party, such as to affect the agreed "custody" and "access" arrangement there shall be communication and further arrangement between the parties.
2. That the children's access to education shall be uninterrupted; and school fees and related educational costs be settled/paid by the parties at 50% cost to each party.
3. That the current arrangement of transporting the children to school remain in force until an arrangement is made on an alternate school based on proximity. For the avoidance of doubt this arrangement entails that:
 - a) Petitioner takes the children to school in the morning

- b) Respondent picks the children from school in the evening or close of school hours.
4. That an agreed amount of Five Hundred Ghana Cedis (GH¢ 500.00) per child per month totaling One Thousand Five Hundred Ghana Cedis (GH¢1,500.00) for the three (3) children shall be paid by the Respondent to the Petitioner as maintenance.
 5. That the children shall be listed as beneficiaries on the parties' respective employment medical/health benefit package; and shall accordingly have access to healthcare at any of the parties' institution health facility. It is however provided that in case of any emergency a nearby health facility may be used and the cost be settled/paid by the parties at 50% cost to each party.
 6. Clothing and similar wears of the children at the time and point of need shall be financed by the parties at an agreed 50% cost to each of the parties.
 7. That the Petitioner shall permit regular communication between the Respondent and the children and that to this end a dedicated registered sim/chip and phone will be given to the children to enable Respondent to communicate with them.
 8. The parties agree that the welfare of the children is the paramount consideration to both Petitioner and Respondent and accordingly, none of the parties shall frustrate the relationship between the children and either party. Parties shall be civil and respectful of each other in talking to the children about the other person.
 9. Parties agree to consult each other in reaching decisions on welfare matters of the children and accordingly, parties are entitled to immediate notification on matters of welfare concerning the children.

10. Parties agree that these terms of agreement are subject to review every six (6) months as parties' conditions of living change; and generally subject to the jurisdiction of the Courts of the Republic of Ghana.

11. Parties further agree that there shall be no payment of financial provision to either party and there shall be no property settlements as Petitioner has abandoned her claim for financial provision and property settlement.

I make no order as to cost.

SGD

Her Honour Mawusi Bedjrah, Esq.