

IN THE CIRCUIT COURT HELD AT DANSOMAN, ACCRA ON TUESDAY
THE 13TH DAY OF JUNE, 2023 BEFORE HER HONOUR HALIMAH EL-
ALAWA ABDUL BAASIT

SUIT NO.: CCD/C4/16/23

MABEL ADOKO - PETITIONER

VRS.

DAVIO OCLOO - RESPONDENT

PARTIES:

PETITIONER – PRESENT

RESPONDENT – PRESENT

COUNSEL:

NO LEGAL REPRESENTATION

JUDGMENT

Background:

The instant Petition was filed on the 22nd of February 2023 at the Registry of this Court wherein the Petitioner prayed for the dissolution of the marriage celebrated between the Petitioner and the Respondent under the Ordinance Marriage Cap 127 on the 31st day of January, 2013 at Principal Registry of Marriage Office at Accra. According to the Petitioner, the marriage has broken down beyond reconciliation because the Respondent has been untruthful and the relationship was founded on deceit as she realized that the Respondent was still in a relationship with his former girlfriend. The Petitioner intimated further that

the Respondent informed her that he was not ready to have children and deliberately refused to get her pregnant thus denying her the pleasure of having children. She concluded by stating that the Respondent does not maintain the home and all efforts made by families and friends to resolve their differences have proved futile and prayed for the marriage to be dissolved.

The Respondent filed an Answer to the Petition on the 22nd of March 2023 and stated among others that the marriage had suffered irreconcilable differences resulting in the Petitioner leaving the matrimonial home sometime in 2020. He stated further that the elders of both families intervened and attempted at resolving the differences but the result of the intervention was a dissolution of the marriage at custom on the 22nd of May 2022. The Respondent concluded by admitting that there is no relationship between them and he has lost interest as well as the fact that all efforts made by families and friends to resolve the differences have proved futile.

DETERMINATION

The Parties were referred to the Court Connected Alternative Dispute Resolution (ADR) Centre to attempt an amicable settlement of ancillary issues. On 27th of April, 2023 the parties executed and filed Terms of Settlement in final settlement of the matter before the court. Consequently, on the 6th of June 2023, the court heard the case of both the Petitioner and the Respondent on oath as they gave short evidence in chief with each party opting not to cross-examine the other. In view of the above, the main issue for determination is *whether the marriage between the parties ought to be dissolved.*

Analysis:

The Matrimonial Causes Act, 1971 (Act 367) provides in its Section 1(2) that *“The sole ground for granting a Petition for divorce shall be that the marriage has broken down beyond reconciliation”*. Petitioner therefore has to satisfy the court of one or more of the grounds under section 2(1) of Act 367 as proof that the marriage has broken down beyond reconciliation. The court also has to satisfy itself that the grounds for dissolution canvassed by the Petitioner falls within Section 2 of Act 367. Petitioner per her evidence in chief testified that she got married to Respondent in 2013 under the Marriage Ordinance and there are no children. According to Petitioner, they cohabited after the marriage and she realized that the Respondent was untruthful, deceitful and deliberately refused to impregnate her. She testified further that the Respondent also refused to remit her for the upkeep of the family of which she had to eventually leave the matrimonial home in 2020. She stated further that since she left the matrimonial home in 2020, the Respondent has not cared for and about her. So that when the issues were brought to the attention of both families, the Respondent failed to honour his promises to do the needful. She concluded her testimony by stating that for the past Three (3) years, they have not lived as husband and wife neither had they had any form of intimacy to the extent that she considers the marriage broken down beyond reconciliation.

In view of the above testimony, the Petitioner’s ground for seeking dissolution of the marriage therefore falls under Section 2 (1)(b) of Act 367 which provides that a Petitioner shall satisfy the court that *‘the Respondent has behaved in a way that the Petitioner cannot reasonably be expected to live with the Respondent’*. It has been held in the case of **Kotei vs Kotei [1974] 2 GLR 172** that *“once one of the grounds specified in section 2 (1) of Act 367 was proved, a decree of dissolution should be pronounced in favour of the petitioner. It was, however, wrong to contend that proof of*

total breakdown of the marriage and the possibility of reconciliation should be taken disjunctively so as to require firstly, proof of a breakdown and secondly, proof that it was beyond reconciliation

Terms of Settlement

The parties on 27th of April 2023 executed Terms of Agreement and prayed the court to adopt same as their Consent Judgment in respect of ancillary issues Parties per the said Terms, *agreed to settle the suit in the following manner;*

- (i) That the marriage celebrated between the parties on the 31st of January, 2013 at the Principal Registry of Marriage at Accra be dissolved.

- (ii) That an alimony of Two Thousand Ghana Cedis (GH¢2,000.00) shall be paid by the Respondent to the Petitioner on or before 8th May, 2023.

Conclusion

It is not in dispute that the parties have not lived together as husband and wife since 2020, neither have they had sexual relations since the 2020. Additionally, attempts at reconciling the differences of both parties by their respective families as well as the dissolution of the marriage at custom indicates that the parties have been unable to reconcile their differences. The court therefore finds that the marriage between the parties celebrated on the 31st day of January 2013 at the Principal Registry of Marriage Office, Accra has broken down beyond reconciliation. The court hereby decrees the said marriage dissolved this 13th day of June, 2023. Accordingly, the court adopts the Terms of Settlement executed by the parties on 27th of April 2023 in the presence of Mr. Ebenezer A. Koomson, the Mediator herein as Consent Judgment.

[SGD]
HALIMAH EL-ALAWA ABDUL
BAASIT
CIRCUIT COURT JUDGE