

**IN THE DISTRICT COURT HELD AT BIBIANI ON THURSDAY THE 17<sup>TH</sup> DAY OF  
NOVEMBER, 2022 BEFORE HIS WORSHIP PETER BANOE DAPILEH DISTRICT  
MAGISTRATE**

SUIT NO. A11/10/23

DORCAS TAMAKROE

VS.

MR. AMPONSAH

**J U D G M E N T**

The plaintiff instituted this action against the defendant for the following reliefs

- (a) An order of the honourable court compelling the defendant to compensate the plaintiff in the sum of Twenty Thousand Ghana cedis (GHC20,000.00) for staying with the plaintiff for four (4) years in concubinage within which he promised to marry her and has refused to do so and has also refused to compensate/ settle her despite persistent demands.
- (b) Any further orders as the honourable court may deem just, fit and appropriate.

The evidence of the plaintiff is that she met the defendant about four (4) years ago and they became friends, and through that she became pregnant and gave birth to a child. That during the relationship, the defendant did not take care of her during the pregnancy neither did he provide the money for naming ceremony, that she took care of everything with the hope that the defendant will keep his promise of marrying her.

Unfortunately, though, the defendant did after awhile told her not to visit him anymore in his house. And as if that was not enough, to her surprise, the defendant went in for a different woman and married her instead.

According to her, she does not know why the defendant should go in for another woman when she has a child with him. And that if the defendant will not marry her, the court should prevail upon the defendant not to marry this other woman and allow her instead to move into the defendant house with her child or in the alternative, compensate her.

When the defendant opened his defence, he contested plaintiffs claim. He intimated that it is not true that he was in a relationship with the plaintiff for four (4) years as the child they have is only two (2) years.

He further stated that before he met the plaintiff, he had already proposed to her current wife and has presented drinks to her parents asking for her hand in marriage. However, their relationship thereafter cooled off for some reasons. And so, he decided to court the defendant with the mind that if he was of a good character, she will be a very good replacement as he was looking for a wife to marry and settle with on retirement.

But upon his assessment of the plaintiff, he realized that the plaintiff will not be suitable for a wife and so he went back for the first fiancée and married her while truncating his relationship with the plaintiff.

He told the court that even though he has a child with the plaintiff, through out his relationship with the plaintiff he has always taken care of the plaintiff before, during and after her pregnancy. He ended his testimony by saying that if the plaintiff is now willing to become a second wife, then she was welcome. However, if she was not, he was willing to compensate her with GHC2,000.00 and then go ahead to be taking care of the child they have.

It should be that both parties concluded their testimonies without calling witnesses.

I have given thought to the demands and position taken by the plaintiff in this suit but nowhere in her evidence did it appear that the defendant went to the plaintiffs parents

and formerly asked for her hand in marriage for which he later reneged, for same to constitute a breach of promise to marry.

From the plaintiff's evidence, they were therefore mere boyfriend and girlfriend and such a relationship can be truncated at anytime by either of them without any consequence or any compensation.

However, since the defendant himself has told the court that he was willing to compensate the plaintiff with GHC2,000.00 so be it, I will not ask him to pay anything further. For allowing or ordering him to do so will open the flood gates for boyfriends and girls friends to sue each other for compensation in the event of a break-up.

Judgment is therefore entered in favour of the plaintiff only in the sum of GHC2,000.00. the rest of the claim is dismissed. No award as to cost.

SGD.

PETER BANOE DAPILEH  
{DISTRICT MAGISTRATE}