

IN THE DISTRICT COURT ONE, TEMA ON WEDNESDAY 23RD
NOVEMBER, 2022 BEFORE H/W MRS. BIANCA ADWOA OSEI-SARFO
(ESQ.), SITTING AS A MAGISTRATE.

A9/16/2023

NEIGHBOURHOOD MICROFINANCE LTD.

PLAINTIFF

VRS

PATIENCE O. AMPONSAH

DEFENDANTS

Plaintiff Rep: Present

1st Defendant: Present

2nd Defendant: Present

Time: 08:45 A.M.

RULING

This is a matter where the Defendant is seeking clarity on the Judgment. The Judgment was very clear and unambiguous.

The Plaintiffs claim was for :

- a. an order for the recovery of GHC3,174.00 being the Principal and the Interest as at 16/04/21.
- b. Interest on the sum from 17/4/2021 to the date of last payment.

In the offer letter filed on the 28/04/2021, and labelled EXH A2, the portion for default on the Agreement clearly states 'each default will accrue interest calculated on the outstanding balance at a rate of 10%.

There is a note stating @ that extension of loan attracts an interest of 10% on the principal amount.' It goes on to state that ' I accept this facility and the associated

terms and conditions,' which is thumb printed by Patience Ohenewa Amponsah, the 1st Defendant herein.

In the undertaking by was seeking recovery of possession of a land sold to him by the 2nd Defendant. However, when they were referred to the CC-ADR, they agreed that that land be provided for the Plaintiff and same had been done, but the agreement was not reduced into the consent form for the parties to sign and the parties were referred to Court.

The Plaintiff now complains that the site plan and the Documents for the land have not been given to him although the Court ordered the 2nd Defendant to do same.

The 2nd Defendant has already accepted liability for the documentation and the replacement of the land, and it has been settled in evidence here previously that the Plaintiff made all payments for the land in question fully to the 1st Defendant to be paid to the second defendant. The 1st Defendant admitted same to this Court.

By Court:

Having heard all three parties, it is the considered opinion of this Court that the Plaintiff's claims against the Defendants jointly and severally for :

a. An order directed at the Defendant for the recovery of GHC15,500.00 being the cost of expenses incurred on a plot of land for the Plaintiff and that the 1st Defendant refund the outstanding amount of the GHC1,000.00 to the 2nd Defendant. Consequently, the Court orders that the site plan and the Indenture be prepared within a month from today. Case struck out as settled.

(SGD)

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H/W BIANCA ADWOA OSEI-SARFO ESQ (MRS.)

Kwadwo Ameyaw vrs. Korkor M. Sowa & 1 other.