

IN THE FAMILY AND JUVENILE COURT 'C' AT THE FORMER  
COMMERCIAL COURT BUILDING, ACCRA HELD ON TUESDAY THE 14<sup>TH</sup>  
DAY OF MARCH 2023 BEFORE HER HONOUR HALIMAH EL-ALAWA  
ABDUL-BAASIT SITTING AS AN ADDITIONAL MAGISTRATE WITH

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MADAM PHILOMENA SACKY AND MR. WISDOM ATIASE AS PANEL  
MEMBERS.

SUIT NO. A6/351/23

COMFORT ANIMA  
KOTOBABI

APPLICANT

VS.

ERNEST OFORI  
LEGON, ACCRA

RESPONDENT

**Parties Present**

**No Legal Representation for both parties**

### **RULING**

This is a Ruling on an Application filed on the 5<sup>th</sup> of January 2023 for the maintenance of the child in issue.

#### **The Applicant's Case**

The Applicant in her Affidavit in Support deposed that she was in a relationship with the Respondent and they have a child. She deposed Respondent relocated her to his mother's house at Suhum for herbal treatment when her baby died in her womb but a misunderstanding resulting in her relocating back to Accra and settled in with the Respondent but their relationship was not cordial as the

Respondent ceased to talk with her and also refused to maintain her and the child. She stated that the Respondent later vacated the house during her absence. She therefore prays for the following reliefs;

- a) An order to maintain the child in issue at Ghc600.00 a month, pay school fees and anything connected to school.
- b) An order to pay medical bills not covered by NHIS and register the child with the scheme and renew same when it expires.
- c) An order to rent an alternative and decent accommodation for the Applicant and child.
- d) Any other orders deemed fit by the Honourable Court.

### **The Respondent's Case**

The Respondent failed to file an Affidavit in Opposition but stated orally that he is a driver who earns Ghc600.00 monthly. He stated further that he shuttles between Accra and Suhum as his place of work is in Accra but he has to lodge with his colleagues whilst in Accra. He informed the court that he is doing his best to cater for the Applicant and the child but he is also struggling to make ends meet.

### **DETERMINATION**

The main issue for determination is the maintenance of the child in issue by the Respondent and the duty of the court is to get the Respondent to adequately maintain his children. Section 47 of Act 560 states that *'a parent or any other person who is legally liable to maintain a child or contribute towards the maintenance of the child is under a duty to supply the necessities of health, life, education and reasonable shelter for the child'*. Section 49 (a) of Act 560 provides among others that *'the Family Tribunal shall consider the income and wealth of both parents of the child or the person legally liable to maintain the child'*. It is trite that in making Maintenance Orders, the court must consider the family member from whom maintenance is

claimed and he or she should be able to afford the maintenance that is claimed. Thus, that person must have the means to pay and the means test is such that the person who is liable to pay maintenance must have the MEANS and the maintenance so claimed must be REASONABLE.

Section 49 of Act 560 provides that *'a Family Tribunal shall consider the income and wealth of both parents of the child when making a maintenance order'*. The Respondent earns about Six Hundred Ghana Cedis (Ghc600.00) as monthly salary where he works as a driver. The Applicant prays for an amount of Six Hundred Ghana Cedis (Ghc600.00) as monthly maintenance for the upkeep of the child and the court is of the opinion that the amount is beyond the means of the Respondent. It is therefore the duty of the court to order a reasonable sum as monthly maintenance and same should be within the means of the Respondent.

**BY COURT:**

Upon consideration of the Application, the evidence before the Court, the testimony of both parties, and pursuant to the provisions of The Children's Act, 1998 (Act 560), the Court Orders as follows;

1. The Respondent shall pay an amount of Two Hundred Ghana Cedis (Ghc200.00) as monthly maintenance for the upkeep of the child and same should be paid into court at the end of every month.
2. The Respondent shall have access to the child at the last weekend of every month with effect from March 2023.

3. The Applicant shall register the child under National Health Insurance Scheme (NHIS) and renew same when it expires. The Respondent shall pay medical bills not covered by National Health Insurance Scheme.
4. The Respondent shall pay the child's school fees and books as well as feeding fees whilst the Applicant provides school uniforms, sandals and bag.
5. There shall be no orders as to accommodation.

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**H/H HALIMAH EL-ALAWA ABDUL-BAASIT.**  
**PRESIDING JUDGE**

**I AGREE**

**I AGREE**

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**MADAM PHILOMENA SACKEY**  
**DANQUAH**  
**PANEL MEMBER**

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**MADAM**                      **VIDA**  
**PANEL MEMBER**