

**IN THE DISTRICT COURT, KADJEBI IN THE OTI REGION OF THE REPUBLIC OF  
GHANA, HELD ON MONDAY 23RD DAY OF JANUARY, 2023 BEFORE H/W ERIC  
K. FIAMORDZI ESQ, MAGISTRATE**

**Suit No:** A2/89/2022

**ISHA ALAU VILLAGE SAVINGS AND**

**LOANS GROUP (PLAN GHANA) PER THE SECRETARY**

**(IDDRISU ABDUL RAHAMAN) OF DODI MEMPEASEM - PLAINTIFF**

**VS**

**RUKAYA MUSTAFA OF DODI MEMPEASEM - DEFENDANT**

**JUDGMENT**

The plaintiff in this suit initiated the action against the defendant for the following reliefs under the District Court Rules, 2009, CI 59, Order 2 rule 3(6):

1. Recovery of an amount of two thousand and forty-two Ghana Cedis (GH¢2,042.00) being balance of a loan granted to the defendant since May, 2021, which money the defendant has failed/ refused to pay back despite several demands.
2. Cost of the application.

**SUMMARY OF SUBJECT MATTER OF CLAIM**

The plaintiff is the secretary of Isha Alau Village Savings and Loans Group (Plan Ghana) whiles the defendant is a member of the said group resident at Mempeasem. Plaintiff continues that, the defendant contracted a loan of an amount of three thousand eight hundred and fifty Ghana Cedis (GH¢3850.00) from the group out of which Defendant's contribution of an amount of one thousand eight hundred and seven Ghana Cedis

(GH¢1807.00) was deducted from the loan after she defaulted in repaying the loan to the plaintiff and the executives of the plaintiff's group retrieve the remaining balance of the loan the defendant sought from the plaintiff's group cannot succeed, hence this action. where the plaintiff claims from the defendant per the reliefs endorsed therein.

The defendant was seen and served with the court processes, but she has never attended the court. The matter has been adjourned a couple of times to create/ give ample opportunity to the defendant to attend/ appear but she failed to utilize these opportunities to be heard.

The plaintiff files a motion ex-parte with its accompanying affidavit on the 13<sup>th</sup> day of December, 2022 praying the court to enter judgement against the defendant for her non-appearance, and her inability to file any process to the contrary.

The issue(s) for the determination of this court is/ are whether or not:

1. The court should direct an order at the defendant to pay the amount of two thousand and forty-two Ghana Cedis (Gh¢2,042.00) as being claimed by the plaintiff.
2. Cost should be awarded against the defendant in favour of the plaintiff.

On the face of the records, although the defendant did not appear before the court for all this while, she has paid an amount of seven hundred Ghana Cedis (Gh¢700.00) on the 23<sup>rd</sup> day of September, 2022.

Under Order 25 rules 1-2, of the District Court Rules, 2009, CI 59:

“Where an action is called for trial and the parties fail to attend, the trial magistrate may strike the action off the trial list; or

Where the plaintiff attends and the defendant fails to attend, the trial magistrate may;

- a. Where the plaintiff attends and the defendant fails to attend, dismiss the counter claim, if any, and allow the plaintiff to prove the claim; or
- b. Where the defendant attends and the plaintiff fails to attend, dismiss the action and allow the defendant to prove the counter claim, if any; or
- c. Make any other order that is just.

In the instant suit, the defendant is aware of the pendency of the matter before the court and that is why she even went ahead to deposit the amount of money stated supra, for the plaintiff to claim.

Based on the processes filed, the evidence adduced before this court, the facts and the law, I enter judgement in favour of the plaintiff against the defendant.

It is hereby ordered that the defendant pays the principal amount quoted supra in full. I also award an amount of six hundred Ghana Cedis (GH¢600.00) as cost against the defendant in favour of the plaintiff.

H/W ERIC K. FIAMORDZI

(MAGISTRATE)