

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: A2/67/2022

ISHA ALAU VILLAGE SAVINGS AND

LOANS GROUP (PLAN GHANA) PER THE SECRETARY

(IDDRISU ABDUL RAHAMAN) OF DODI MEMPEASEM - PLAINTIFF

VS

ZAKIYA GANIU OF DODI MEMPEASEM - DEFENDANT

JUDGMENT

This is the result of an action taken by the plaintiff herein, under the District Court Rules, 2009, CI 59, Order 2 rule 3(6) against the defendant for the following reliefs:

1. Recovery of an amount of three thousand five hundred and forty-eight Ghana Cedis (Gh¢3548.00) being balance of a loan granted by the plaintiff's group to the defendant since the month of May, 2021 which amount of money the defendant has failed/ refused to pay back despite repeated 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) while the defendant is a member of the said group resident at Mempeasem. He (plaintiff) continues that, the defendant contracted a loan of an amount of seven thousand and forty Ghana Cedis (GH¢7040.00) from the plaintiff's group out of which her (defendant's) contribution of an amount of three thousand four hundred and ninety-one Ghana Cedis

(GH¢3,491.00) was deducted from the loan after some time of default in the repayment of the loan by the defendant to the plaintiff's group. The plaintiff continues further that, the remaining balance of the loan from the defendant cannot succeed hence this action to seek redress. Wherefore plaintiff claims from the defendant per the reliefs endorsed on the writ of summons.

On the face of the records, the defendant was seen and served but she failed to make it to the court. On the 23rd day of September, 2022, she paid/ deposited an amount of nine hundred Ghana Cedis (GH¢900.00) at the registry of the court for the collection of the plaintiff.

Hearing notices were ordered to be served on the defendant to enable her attend and be heard, but she has decided not to appear before the court.

On the 17th Dy of December, 2022, the plaintiff filed a motion ex-parte with an accompanying affidavit praying this court to enter judgement on his behalf.

The motion was moved on the 16th day of January, 2023.

The issues for the determination of this court is whether or not:

1. The defendant is to be ordered to pay the entire amount of three thousand, five hundred and forty-eight Ghana Cedis (GH¢3548.00)
2. Cost should be awarded against the defendant in favour of the plaintiff.

The District Court Rules, 2009, CI 59 Order 25 rules 1&2, has given the guideline/ procedure which the courts are guided:

“Where an action is called for trial and the parties fail to attend, the trial magistrate may strike the action of 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 this suit before the court, the defendant was seen and served after which she deposited an amount of nine hundred Ghana Cedis (GH¢900.00) for the plaintiff to claim. She could have appeared to put her case across but, she has decided not to do so. Perhaps, she (defendant) has no issue(s) to raise against the writ.

From the evidence adduced before the court, the facts and the law, I hereby enter judgement in favour of the plaintiff. The defendant is to pay the amount involved in full, I also award a cost of six hundred Ghana Cedis (GH¢600.00) against the defendant in favour of the plaintiff.

H/W ERIC K. FIAMORDZI

(MAGISTRATE)