

IN THE DISTRICT COURT, KADJEBI IN THE OTI REGION OF THE REPUBLIC OF GHANA HELD ON TUESDAY THE 8TH DAY OF FEBRUARY, 2023 BEFORE H/W ERIC K. FIAMORDZI ESQ., (MAGISTRATE)

SUIT NO. A2/94/2022

ISHA ALAU VILLAGE SAVINGS AND LOAN GROUP

(PLAN GHANA) PER THE SECRETARY (IDDRISU ABDUL

RAHAMAN) OF DODI MEMPEASEM

PLAINTIFF

V

ELYAM RASHID

OF DODI MEMPEASEM.

DEFENDANT

JUDGMENT

This judgment originates from a writ of summons issued by the Plaintiff against the Defendant as required by order 2 rule 3(6) of the District Court Rules, 2009, C I 59, for the reliefs below:

1. Recovery of an amount of two thousand nine hundred and six Ghana Cedis (GH¢2,906.00) being balance of a loan the Plaintiff granted to the Defendant since the month of May, 2021 which amount of money the Defendant has failed to pay back in spite of several demands.
2. Cost of the application.

SUMMARY OF SUBJECT MATTER OF CLAIM

The Plaintiff is the secretary to the Asha Alau Village Savings and Loan Group (Plan Ghana) and has initiated this action for and on behalf of the Group against the Defendant who is a member of the said group resident at Dodi Mempeasem

According to the Plaintiff, the Defendant contracted a financial assistance of an amount of four thousand five hundred and ninety Ghana Cedis (GH¢4,590.00) from the group but her own contributions to the group amounted to cash, an amount of one thousand six hundred and eighty four Ghana Cedis (GH¢1,684.00). At the close of the financial year, the Defendant failed or refused to pay back the financial assistance she took from the group. So, her contribution was used to offset part of the loan leaving an outstanding amount of two thousand, nine hundred and six Ghana Cedis (GH¢2,906.00) unpaid. He, (Plaintiff) concluded that all efforts by the executives of the group to retrieve the remaining balance from the Defendant could not succeed. Hence this action to seek redress. Wherefore, the Plaintiff claim from the Defendant per the reliefs endorsed therein. On the face of the records, the Defendant has been seen and served but she has decided to absent herself from the court, despite the opportunities created for her to attend.

On the 16th day of January, 2023, the Plaintiff filed a motion ex-parte with an accompanying affidavit praying the court to hear him and enter judgement in his favor as the Defendant has no defence to put up.

It is worth mentioning that, on the 21st day of November, 2022, the Plaintiff informed the court that the Defendant had taken her sick/ailing brother to the hospital for medical attention.

So, the Plaintiff was heard on oath based on the application he filed on the 16th day of January, 2023, and the fact that the Defendant could not appear before this court even once.

The issue for the determination of the court is whether or not Defendant should be ordered to pay the amount of two thousand, nine hundred and six Ghana Cedis (GH¢2,906.00) to the Plaintiff with cost.

same time, if the court has to make a determination of a fact In the case of -

In the case of Ashaley Botwe Lands, Adjetey Agbosu & ors V Kotey & ors. [2003-2004] SC GLR 420, 425 – 426, Brobbey JS C (as he then was) summed up the Principle on the Evidence Act 1975, NRCD 323 in the following manner:

“..... A litigant who is a Defendant in a civil suit does not need to prove anything; the Plaintiff who took the defendant to court has to prove what he claims or is entitled to from the Defendant. At the or of an issue, and that determination depends on evaluation of facts and evidence, the Defendant must realize that the determination cannot be made on nothing. If the Defendant leads no such evidence or facts that will induce the determination to be made in his/her favor, the court will be left with no choice but to evaluate the entire case on the basis of the evidence before the court which may be the only evidence of the Plaintiff”.

In the instant matter, the court has adjourned the suit on countless occasions to enable the Defendant to appear and be heard. That however could not work.

As of now, the only available facts and evidence are that of the Plaintiff.

From the facts available, the evidence adduced and the law including the District Court Rules, 2009 C I 59, Order 25, I hereby enter judgment in favor of the Plaintiff against the Defendant.

The defendant is by this judgment ordered to pay the amount involved (two thousand nine hundred and six Ghana Cedis) (GH¢2,906.00) in full to the Plaintiff. I award cost the amount of four hundred and fifty Ghana cedis (GH¢450.00) in favor of the Plaintiff against the Defendant.

H/W ERIC K. FIARMORDZI ESQ.

(MAGISTRATE)

