

**IN THE DISTRICT COURT HELD AT SOMANYA ON FRIDAY THE 28<sup>TH</sup> DAY  
OF JULY, 2023 BEFORE HIS WORSHIP MICHAEL DEREK OCLOO**

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**SUIT NO. A2/35/2023**

**SELASI KULAEPE**

**PLAINTIFF**

**VRS**

**FELIX QUAYE**

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**DEFENDANT**

**PLAINTIFF**

-

**PRESENT**

**DEFENDANT**

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**ABSENT**

**SETH K SOSU ESQ FOR THE PLAINTIFF**

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**PRESENT**

**SELALI WOANYA ESQ FOR THE DEFENDANT**

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**ABSENT**

**JUDGEMENT**

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The plaintiff commenced the instant action against the defendant for the following reliefs:

1. Recovery of GHC 25,000.00 being the balance of financial assistance of GHC 40,000.00 granted in May 2017 which the Defendant promised to repay at any time that the Plaintiff will demand for same but has failed despite several demands.
2. Interest on the said amount at the current Commercial Bank rate from May 2017 until final payment.
3. Miscellaneous expenses of GHC 4,000.00 used to demand the said amount from Accra to Akuse on several occasions since 2018.
4. Costs of Litigation
5. Any further order(s) that the court may deem fit.

The parties filed their pleadings after which they were ordered to file their witness statements.

The Plaintiff filed his witness statement but the Defendant failed to do so and started absenting himself from court despite the fact that hearing notice were served on him.

Order 1 of the District Court Rules 2009 (CI 59) provides that the rules shall apply to all civil proceedings in the District Court and shall be interpreted and applied so as to inter alia achieve speedy and effective justice and avoid delays and unnecessary expense and also to ensure the complete effective and final determination of all matters in dispute.

Also Order 27 rule 1 of CI 59 provides that it is the duty of the parties, their lawyers and the court to avoid unnecessary adjournments and other delays and ensure that causes or matters are disposed of as speedily as the justice of the case permits.

On the strength of the above provisions, the plaintiff was allowed to present his case for determination. The case of the plaintiff per his witness statement was that in May 2017, the Defendant requested for a financial assistance of GH¢ 40,000.00 to boost his (Defendant) business and same was granted on the agreement that the Defendant would refund the said amount any time that the Plaintiff requested for the same. He added that the Defendant promised to pay GH¢ 5,000.00 every three (3) months as a gesture of appreciation.

According to the Plaintiff, he made a request in September 2020 and the Defendant refunded GH¢ 5,000.00 and also paid GH¢ 10,000.00 in November 2020 making a total repayment of GH¢ 15,000.00 and leaving an outstanding balance of GH¢ 25,000.00 to be paid. He added that the Defendant owes him a total of GH¢ 85,000.00 which is comprised of the following:

- I. Balance of financial assistance as at September 2020 => GH¢ 25,000.00
- II. "Thank you" "Appreciation" payment calculated at  
GH¢ 5,000.00 per every 3 months from May 2017 to  
May 2020 (3 years at GH¢ 20,000.00 per annum) => GH¢ 60,000.00

He concluded that he took the matter for arbitration at Nene Titriku's Arbitration Tribunal where the defendant promised to repay the money but failed to honour same hence the instant action.

In the witness statement of Plaintiff, Narhyoe Konor he corroborated the plaintiff's evidence to the extent that the matter went through arbitration.

The legal issue to be determined by the court is whether or not the plaintiff is entitled to the reliefs he seeks.

In the absence of the Defendant during hearing, I subjected the witness statement and statement of claim of the plaintiff to the prescribed standard of proof as provided in sections 10 – 14 of the Evidence Act, 1975 (NRCD 323).

Also, I examined the Defendant's statement of defense and it is my finding after a careful evaluation to discharge the burden of proving the GH¢ 25,000.00 however, he was unable to lead sufficient evidence in terms of documentary and others to prove the miscellaneous expenses.

In the circumstance, I enter judgement in favour of the Plaintiff for the recovery of GH¢ 25,000.00 and interest on the GH¢ 25,000.00 at the current Bank of Ghana rate from May 2017 to the date of final payment.

A cost of GH¢ 2000.00 is awarded in favour of the plaintiff.

(SDG)

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**MICHAEL DEREK OCLOO**

**DISTRICT MAGISTRATE**

**28<sup>TH</sup> JULY, 2023**