

CORAM: HER WORSHIP (MRS.) ROSEMARY EDITH HAYFORD, SITTING AS
DISTRICT MAGISTRATE, DISTRICT COURT "B", SEKONDI ON 12TH APRIL, 2023

SUIT NUMBER A4/5/2023

RAZAK AMANING - PETITIONER

V

FLORENCE GYAN - RESPONDENT

TIME: 9.43 AM

PETITIONER - PRESENT

RESPONDENT - PRESENT

JUDGMENT

The Petitioner filed the instant petition against the Respondent on the 23rd of August, 2022, and prayed to the court for the dissolution of the marriage celebrated between the parties on 22/02/2019 at the Sekondi Takoradi Metropolitan Assembly. The petitioner says the marriage has broken down beyond reconciliation as a result of the unreasonable behaviour of the Respondent. There are two issues of the marriage.

By an amended Answer and cross petition filed on 22/03/2022, Respondent admits that the marriage between the parties has indeed broken down beyond reconciliation and counter-petitioned as follows:

- a) *For the dissolution of the marriage*
- b) *For an order directed at Petitioner to pay maintenance of GH¢1,400 every month for the upkeep of the two children of the marriage considering their ages*
- c) *An order directed at Petitioner to pay the*
 - (i) *Full school fees of the two children of the marriage*
 - (ii) *Medical expenses of the two children*
 - (iii) *School books of the two children*
 - (iv) *Rent of GH¢500 per month to be paid two years in advance of the two-bedroom flat that accommodates the said two children*
- d) *An Order for the respondent to have custody of the two issues of the marriage with reasonable access to the Petitioner to visit them during vacation/weekends.*
- e) *An Order directed at Petitioner to pay Respondent send-off compensation of GH¢15,000*
- f) *Costs.*

The parties filed terms of settlement on 22/02/2023 in respect of the ancillary reliefs and prayed for its adoption by the court. The same will be adopted and incorporated in this judgment.

Petitioner's Case

It is the case of the Petitioner that barely a month after the celebration of their marriage the Respondent started to lead a single life. The Respondent after close of work usually arrived home late without any explanation or even give any prior notice. Communication between the parties dwindled to the extent that the parties were sleeping in separate rooms. The Petitioner avers that the Respondent was verbally

abusive and fond of casting insinuation by using unprintable words. It is further the case of the Petitioner that the Respondent is demanding and does not appreciate whatever he does for her. Petitioner says the Respondent has been comparing him with her ex and other men and has been criticizing him. The petitioner avers that Respondent told him that she was going to sleep with another man to get the money the Petitioner owes her. Petitioner further says that the Respondent does not cook for him nor does she perform the usual household chores thereby making the home untidy and when he does it, Respondent casts insinuations. According to the Petitioner, Respondent says that she even married Petitioner because she got pregnant. It is the case of the Petitioner that he is fed up with the marriage and all attempts at reconciliation have failed hence this suit.

Respondent's Case

The Respondent on her part admits that the marriage celebrated between the parties has broken down beyond reconciliation. It is the case of the Respondent that it is rather the selfish and unreasonable behaviour of the Petitioner which is the root cause of the marriage not surviving after the parties tied the knot. Respondent avers that the Petitioner removed his wedding ring with the pretext that it had discolored and used that to his advantage to womanize which he did with no regard for Respondent. Subsequently, Petitioner moved into one room and decided to sleep alone when the parties moved into a two-bedroom apartment. Respondent says that it is rather the Petitioner who is quick to abuse and disrespects her. According to Respondent, Petitioner even downloaded a file of his ex-girlfriend on Respondent's laptop, and when Respondent asked him to delete same Petitioner refused and rather picked an unwarranted quarrel with her which turned into a scuffle. Respondent says that the Petitioner asked her to borrow an amount of GH¢5,000.00 from someone for him but refused to pay back the money. Any enquiry about it led to insults. According to the

Respondent, Petitioner used his ex-girlfriends to cast insinuations totally disrespecting her. Petitioner refused to eat the food she cooked for no apparent reason and does not support the Respondent in any way to care for the children of the marriage. Respondent says that the Petitioner when he goes to work does not return home early, stays out late and mostly came home at dawn and sometimes does not come home at all. Respondent further says that the Petitioner is in intimate relationships with women who are always seen in his car to the knowledge of all. It is the case of the Respondent that the Petitioner does not love her but rather married her out of convenience to the extent that the parties rather moved into the Respondent's one-bedroom apartment when the parties got married and it is the Respondent who had been footing all bills to date. That the Petitioner is irresponsible and does not pay the medical expenses or maintain the children of the marriage. She has single-handedly been doing that. Respondent says that the marriage has irretrievably broken down hence the counter-petition.

Per **section 1(2)** of the **Matrimonial Causes Act 1971 (Act 367)** the sole ground for granting a petition for divorce shall be that the marriage had broken down beyond reconciliation. **Section 2(1)** of the Act specifies acts that prove the breakdown of marriage beyond reconciliation to include facts that:-

- (i) *That the Respondent has committed adultery*
- (ii) *Respondent had behaved in a way that Petitioner could not reasonably be expected to live with Respondent*
- (iii) *That the Respondent has deserted the Petitioner for a continuous period of at least two years immediately preceding the presentation of the petition*

- (iv) *That the parties to the marriage have not lived as husband and wife for a continuous period of at least two years, and that the Respondent does not withhold his consent for the dissolution*
- (v) *That the parties to the marriage have not lived as husband and wife for a continuous period of at least five years immediately preceding the presentation of the petition*
- (v) *That the parties to the marriage have after diligent effort been unable to reconcile their differences*

Per **section 2(3)** of the Act, although the Court finds the existence of one or more of the facts specified under section 2(1), the Court shall not grant the petition for divorce unless it is satisfied on all evidence that the marriage had been broken down beyond reconciliation.

Petitioner, per **section 11 of the Evidence Decree 1975 (NRCD 323)** had to persuade Court to believe that the marriage had broken down beyond reconciliation. He had to do so by proving at least one of the acts listed under **section 2(1)** of the Act above.

Per the pleadings before this court, the determinable issue was **whether or not the marriage celebrated between the parties had broken down beyond reconciliation as a result of the unreasonable behaviour of the Respondent.**

The parties testified by themselves and did not call any witnesses. The Petitioner tendered the marriage certificate as **Exhibit A.**

The witness statements filed by both parties are not different from the pleadings filed. This petition is bereft of accusations and counter-accusations. The Petitioner avers that the Respondent agreed to get married to him because she was pregnant. The Respondent also says that the Petitioner only married her because she was pregnant. I find that indeed at the time the parties got married the Respondent was already

pregnant and that might have necessitated the parties deciding to marry each other. I further find that the petitioner indeed downloaded pictures of his ex-girlfriend onto the Respondent's laptop with the idea of deleting same. However, it ended up getting stuck on the laptop. A situation that infuriated the Respondent which led to a scuffle. Indeed, this happened barely a week into the parties' marriage and that brought about a level of agitation and mistrust between the parties. That was why even though according to the Petitioner he apologized; it still did not go down well with the Respondent. The Respondent is suspicious that the Petitioner is in other relationships with other women since they are always in his car. I find that the Petitioner does not deny this claim though. The parties have not been on talking terms for over a year and the Petitioner has even left the matrimonial home for over a year. I find that the Petitioner could not substantiate most of his assertions, however, it is my view that the parties have irreconcilable differences which is making it impossible for them to leave together under one roof. Even when the matter came to court, in its own wisdom, the court adjourned the matter on several occasions to enable the parties to attempt reconciliation, however, that was not successful after diligent efforts on their part. In the circumstances, I am of the humble view that the marriage celebrated between the parties has broken down beyond reconciliation as they have been unable to reconcile their differences. I hereby declare that the ordinance marriage contracted between the parties herein on the 22nd of February, 2019 at the Sekondi Takoradi Metropolitan Assembly, Sekondi be and is hereby dissolved. It is hereby ordered that a decree of divorce be granted; the marriage certificate No. 129/2019 pursuant to licence no. STMA/RM/0142/2019 is hereby cancelled.

I proceed to adopt the terms of settlement filed by the parties on 22/02/2023 below.

- 1. The Respondent is hereby granted custody of the two children of the marriage with reasonable access to the Petitioner during vacations and weekends*

2. *The Petitioner is ordered to pay the school fees of the children of the marriage on the first day of each month during the school terms.*
3. *Petitioner is ordered to pay the school books of the two children within 7 days of re-opening.*
4. *Petitioner is further ordered to pay the medical expenses of the children as and when they fall due (within three (3) days upon report)*
5. *Petitioner is ordered to pay rent at GHC500.00 per month for two (2) years renewable every two years and it should be close to where the children attend school to reduce transportation cost.*
6. *Petitioner is ordered to pay a financial provision of GHC15,000.00 to the Respondent within two (2) calendar months of signing the terms of settlement*
7. *Petitioner is ordered to pay an amount of GHC800.00 per month as maintenance for the two children of the marriage (GHC400/month per child)*
8. *The Petitioner is ordered to put the second child of the marriage into school to enable the Respondent to work to support the other expenses of the children.*
9. *Each party is to bear their own cost.*

(SGD)

H/W ROSEMARY EDITH HAYFORD (MRS)

MAGISTRATE

COUNSEL

D. D. DWIRA FOR THE RESPONDENT

PETITIONER UNPRESENTED