

IN THE FAMILY AND JUVENILE COURT 'B' AT THE FORMER COMMERCIAL COURT BUILDING, ACCRA, HELD ON WEDNESDAY THE 26TH DAY OF JULY, 2023 BEFORE HER WORSHIP MAAME YAA .A. KUSI-MENSAH WITH MADAM REGINA TAGOE AND MADAM GIFTY OKAI AS PANEL MEMBERS

SUIT NO. A6/208/2023

P.O. JOSEPH ATTOH

ELIZABETH ODARLEY HOLM

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APPLICANT

VS.

SILAS OFORI BOATENG

RESPONDENT

Time – 9:02 a.m.

Parties – Present

Legal representation: Michelle Agoe-Anang Esq holding brief of Paul Opoku Esq for respondent present.

No legal representation for Applicant.

JUDGMENT

The parties herein were in a relationship and were blessed with a baby boy aged 1 year three months. The Applicant alleges that the respondent has ceased to maintain the child due to her failure to expunge a Christian name she had added to the name of the child after his naming ceremony. Applicant therefore filed a Maintenance application on 9th November, 2022 claiming the understated reliefs as endorsed on the Affidavit in Support of her application.

- a. An order by the Honourable Court to compel the respondent to maintain the child in issue at GH¢800.00 a month, enroll the child into school (Crèche), pay the prescribed fees and anything connected to school.
- b. An order to pay medical bills not covered by the N.H.I.S and to register the child with the scheme and renew same when it expires.
- c. An order to rent an alternative and decent accommodation for the plaintiff and the child.
- d. Any other orders deemed fit by the Honourable Court.

Respondent on the other hand filed an Affidavit in Opposition on 17th November, 2022. He denied Applicant's allegation of he not maintaining his child. According to him, he is a tailor with very little means of income out of which he was remitting her and the child but stopped as a result of the recalcitrant and disrespectful manner in which the applicant added the names to the child without any discussion and or any consent. This made him doubt the paternity of the child.

A DNA test was ordered in order to assist the Court determine the paternity of the issue. The DNA was done and results presented on the 10th May, 2023 ascertained the respondent as the father of the issue. They were therefore referred to ADR to explore settlement on 10th May, 2023. ADR Terms of Agreement were signed and presented to the Court they however did not agree on accommodation and maintenance and was therefore referred back to court.

The ADR Terms of Agreement dated 6th June, 2023 containing the following agreements reached between the parties as evidenced by their signatures.

CUSTODY: That Applicant shall have custody of the child.

ACCESS: That Respondent shall have access to the child on weekends when he is off duty.

EDUCATION: That Respondent shall enroll the child in school when he is two years, pay school fees, cost of textbooks and exercise books and school feeding fee. That Applicant shall pay for the child's school uniforms and other materials as well as extra classes.

HEALTH: That Applicant shall renew the child's health insurance anytime it falls due. That Respondent shall pay medical bills not covered by health insurance.

MAINTENANCE AND ACCOMMODATION is referred back to Court.

BY COURT:

Having heard the parties through enquiries made by the Court as required under section 37 of The Children's Act 1998 (ACT 560). The Court will make the following orders:

MAINTENANCE: On maintenance, the panel is of the view that a monthly maintenance of GH¢300 (Three Hundred Ghana Cedis) is a fair amount to be

paid in the circumstances. In coming to this amount the Court took into consideration the current income and earning capacity of parties, their current responsibilities including their obligations to other children, their current residences and the cost of living in Accra and the fact that the respondent is to bear the educational expenses of the child in issue. (Section 49 of Act 560 applied). Respondent is to pay the amount of GH¢300 directly to applicants momo account every month by the 5th of each month effective August, 2023.(This order is subject to variation application by either party in accordance with Section 5 of Act 560.

ACCOMODATION: The Court will strongly urge that Applicant remains in the home of her mother where she does not have to pay for rent. Applicant has not indicated or shown that there is any pressing need for her to vacate the premises and only wishes to move in order to be once more comfortable in her own'' as she states. However, considering the prevailing economic situation in these times it is incumbent on all parties to make some sacrifices with regard to personal comfort particularly bearing in mind the sustainability of a good quality of life in the long term for the child and for the parties themselves. The above notwithstanding, both parties herein still owe a duty of care to provide reasonable shelter of the child in issue. Thus should Applicant be minded to insist on moving into rented accommodation, the cost of same is to be shared in a 70%-30% percentage with Respondent bearing 30% and Applicant bearing 70%. This is in line with the principle of joint parental responsibility emphasized in the case of Donkor vs Ankrah [2003-2005] 2 GLR page 125(Section 6(2) and 47 of Act 560 also applied). The premises Applicant should rent should not be above GH¢200 and should be jointly agreed upon by parties and such agreement by Respondent should not be unreasonably withheld.

ACCESS: With regard to access this Court will order that access should be available /afforded to respondent in the following manner: Respondent is to have access when he is off duty from Friday's 4:0pm till Sundays 4pm. He is to return the child to applicant by 6pm on Sunday evenings. Happee vs Happee [1974] 2 GLR applied.

All other Terms of Agreement executed by parties on 6th June, 2023 before mediator Doris Kotey is adopted in this judgment. No order as to costs.

**H/W MAAME YAA .A. KUSI-MENSAH
MAGISTRATE**