

IN THE DISTRICT MAGISTRATE COURT HELD AT AKROPONG-ASHANTI ON
THURSDAY THE 30TH DAY OF NOVEMBER 2023. BEFORE HIS WORSHIP
ROCKSON A.K. KPODO. THE DISTRICT MAGISTRATE

SUIT NO. A2/93/2023

FAUSTINA ANANE

VRS.

AMA BOAFOWAA

JUDGMENT:

Plaintiff claims against defendant

1. The recovery of cash the sum of seven (7) thousand Ghana Cedis being balance of Ten Thousand Ghana Cedis financial assistance plaintiff gave to defendant in August 2017 which defendant has willfully refund to pay despite repeated demands.
2. Interest on the principal amount at the prevailing commercial bank rate from 2017 August till final payment of the money.

Plaintiff's in support of her claim as per her witness statement is that in September 2017 defendant approached her for financial assistance to the tune of GHC10,000.00 to expand her business so they can share the profit that accrued and that defendant gave her an

amount of GHC2,000.00 in September as her share of the profit but refused to give her money's in October, November and December 2017, and she requested for her money and so defendant gave her only GHC3,000.00 and refused to pay the remaining GHC7,000.00 since 2018.

In her defence defendant says that plaintiff gave her GHC5,000.00 which she claimed was given to her by a certain lady with interest of 10% and that after she paid the said interest for three (3) months plaintiff gave her another GHC5,000.00 for the same lady adding up to a total of GHC10,000.00 and that after she paid the interest on the GHC10,000.00 for some time the lady added another GHC10,000.00 making a total of GHC20,000.00 on which she paid the interest of 10% till in December 2017.

Plaintiff told her that the woman needed her GHC20,000.00 to start her maize business but she pleaded with plaintiff to tell the lady to give her some time to give her money back to her as she has used the money to buy some goods. She added that plaintiff then told her that she had paid the money to the lady so she is now indebted to her and so she has increased the interest to 20% on the GHC20,000.00 but she told plaintiff that she will not be able to pay that huge interest and that she would start paying the interest alongside the principal.

So on the 1st day of January, 2018, she gave plaintiff an amount of GHC2,800.00 and also started the repayment of the interest every week but later plaintiff told her that GHC10,000.00 of the loan was for her daughter called Mother so she wanted a refund of that money so she gave same to plaintiff to be given to her daughter and thereafter that she started sending money to plaintiff sometimes through momo in 2019. She concluded that plaintiff came to her in 2020 to collect her money and she told her that she has finished paying the money and additional GHC500.00 and added that based on the

mobile money transactions she relied from the MTN it shows that she has paid a total of GHC5,289.00 and added GHC1,641.00 between 2018 and 2019 making a total transfer of GHC6,930.00 excluding the physical cash payments and through momo merchants.

From the above the Court has identified the following issues for

1. *Whether or not defendant owes plaintiff an amount of GHC7,000.00 being part payment of the principal sum she gave to her?*
2. *Whether or not defendant paid to plaintiff an amount of GHC6,930.00 through her momo account?*
3. *Whether or not defendant paid to plaintiff other money in cash and by momo merchants?*

Plaintiff says that she decided to take back the principal she gave to defendant after she gave her only GHC2,000.00 in September, 2017 and refused to give her more interest she promised her after which defendant refused only GHC3,000.00 of the principal leaving GHC7,000.00.

Defendant denied same and claims that she paid a total of GHC6,930.00 to plaintiff through her momo accounts. But a cursory look at the exhibit defendant attached to her wallet shows that she paid only an amount of GHC4,589.00 to plaintiff through her momo wallet.

In fact, defendant claims she has paid some cash to plaintiff presently and through momo merchants but she failed to prove same.

From the above it is clear that plaintiff has been able to produce sufficient evidence in order to avoid a ruling against her in consistence in **section 11 (1) of the evidence decree NRCD 32 of 1975** says:

'For the purposes of this Decree, the burden of producing evidence means the obligation of a party to introduce sufficient evidence to avoid a ruling against him on the issue'.

Thus, the Court is finally of the view from the above that the plaintiff has been able to prove on the balance of probabilities that defendant owes her an amount of GH¢7,000.00

Cost of GH¢1,000.00 is hereby awarded for plaintiff

(SGD)

H/W ROCKSON A.K. KPODO

(MAGISTRATE)