

06/12/23

IN THE DISTRICT MAGISTRATE COURT HELD AT AKROPONG ASHANTI ON
MONDAY THE 6TH DAY OF DECEMBER, 2023. BEFORE HIS WORSHIP ROCKSON
A. K. KPODO ESQ. DISTRICT COURT MAGISTRATE.

SUIT NO. A9/07/24

ISAAC AMOAKO

PLAINTIFF

VRS.

BROTHER KABILI

**** DEFENDANT

JUDGMENT:

Plaintiff's claims being GHC1995.00 has been forwarded to this court by the rent officer for enforcement.

Plaintiff's case in support of his claim is that when he rented the room from defendant herein, he told they agreed that there were some renovation works in the room hence he did all the repairs in the room all amounting to GHC1995.00 but when he finished the work defendant refused to accept the bill being the cost of the renovation work, he did on the room. He added that he did some work at the washroom and also on the walls in the rooms.

On his part, defendant denied plaintiff's claims and added that he did not ask plaintiff to do any renovations in the room as she had already done those things before plaintiff moved into the room.

Defendant called the mason who worked in the rooms and he testified as DW1 he told this court that he was the who worked in the rooms for defendant and that plaintiff did not do any work in the room but added that he did not do any work on the walls in the rooms apart from the floor.

From the above the court has identified the following issues for settlement:

1. Whether or not plaintiff did some renovation works in the rooms?
2. Whether or not plaintiff is entitled to his claim?

The parties disagreed on the renovation work done in the rooms the court hereby proceeded to the locus in quo to see the work done by both parties.

At the locus in quo, DW1 showed all the work he did on the rooms and plaintiff too showed the work he did on the rooms too.

In fact, at the end of it all it came to light that plaintiff indeed did a lot of renovation work in the rooms too.

Thus, plaintiff has been able to adduce sufficient evidence to avoid a ruling against him in consonance with **section 11 (1) of the evidence decree, NRCD 323 of 1975** to the effect that:

“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, plaintiff has been able to prove on the balance of probabilities that he did some renovation works on plaintiff’s building at the cost of GHC1995.00.

Judgment is hereby entered for plaintiff on his claim.

Cost of GHC500 is hereby awarded for plaintiff against defendant.

.....
H/W ROCKSON A. K. KPODO