

04/12/23

IN THE DISTRICT MAGISTRATE COURT HELD AT AKROPONG ASHANTI ON  
MONDAY THE 4<sup>TH</sup> DAY OF DECEMBER, 2023. BEFORE HIS WORSHIP ROCKSON  
A. K. KPODO ESQ. DISTRICT COURT MAGISTRATE.

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SUIT NO. A2/61/24

JOHN AWUAH

PLAINTIFF

VRS.

ABO ANOO

\*\*\*\* DEFENDANT

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**JUDGMENT:**

Plaintiff claims against defendant as follows:

1. An order to compel defendant to pay GHC2795.00
2. Interest on the principal amount of GHC2795.00
3. TRANSPORT AND TRAVELLING EXPENSES AMOUNTING TO ghc1500.00
4. Any further orders the court deems fit.

Plaintiff's case in support of his claim is that sometime in November, 2019, a friend introduced the defendant to him as a car dealer and that in the course of the introduction defendant told him that he had a BMW salon car with registration Number AS 5769 V for sale which he expressed interest in same.

Plaintiff added that later defendant took him to see that car which he packed at a fitting shop somewhere around sofoline, a suburb of Kumasi where plaintiff offered to purchase same and it was agreed that plaintiff would use his own money to repair the car after which plaintiff would buy the car at the cost of GHC4000, hence defendant gave him the list of the items he needed to repair the car and that he started

giving various sums of money to defendant as and when he needed them for the repairs of the car.

Plaintiff concluded that when he became fed up with the requests of defendant, he stopped giving him money for the repairs of the car hence defendant suggested to him that he will sell the car and refund his money to him and he agreed but later, to his surprise, defendant told him that he has been able to fix the items he bought for the repairs of the car so plaintiff should come for them since he has sold the car

Plaintiff added that he wants the court to compel defendant to refund the cost of the items he purchased for the repairs of the car as well as the moneys he paid to the welder and to him for the repairs of the vehicle as captured on exhibit A, being the GHC2,795.00 and also refund his transport and travelling expenses being GHC1500.00

In his defense, defendant says that plaintiff has not paid him for the car, neither has he given him any items for the purchase of the car and that the plaintiff rather bought some items for the repairs of the car and gave same to a welder who is his witness in this case without his knowledge while he has not paid for the car and that he has brought all the items plaintiff purchased for the repairs of the car to the court.

DW1 told the court that he was the one who did all the welding jobs on the vehicle and that plaintiff did not pay him for all the job he did for him.

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

1. Whether or not plaintiff purchased items worth GHC2795.00 for the repairs of defendant's car?
2. Whether or not plaintiff spent a total of GHC1500.00 on travelling and other expenses?

3. Whether or not plaintiff is entitled to his claims?

In a civil matter such as the instant one, section 11(1) of the Evidence Decree, NRCD 323 of 1975 enjoins a party who alleges a particular fact to adduce sufficient evidence in order to avoid a ruling against him or her.

In fact, **section 11 (1) of the evidence decree, NRCD 323 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”.*

It is in the light of the above that plaintiff who alleges that defendant owes him amount of GHC2795 and GHC1500 assumes the onus of proof.

Plaintiff has told this court that he purchased various items which defendant asked him to buy for the repairs of the car and tendered in evidence the list of the items he bought for him, marked A.

Defendant, on his part, denied that plaintiff bought those items for him for the repairs of the car but he was able to bring the items to court claiming that they were given to him by DW1, the welder who repaired the vehicles for plaintiff herein.

The court is of the view from the above that plaintiff indeed bought the items for defendant for the repairs of the vehicle since he was able to produce them in court. In fact, defendant claims that plaintiff bought the items for the welder, DW1, for the repairs of the car but in his evidence in chief before this court DW1 says that he does not know anything about the items defendant brought to court.

From the above it is the case that plaintiff has been able to adduce sufficient evidence to prove that he indeed gave an amount of GHC2795.00 to defendant for the repairs of the BMW salon car and also made transport and travelling expenses to the tune of GHC1500.00

Thus, plaintiff has been able to prove on the balance of probabilities that defendant owes him a total amount of GHC3795.00 being the cost of items he bought for

defendant for the repairs of the car he wanted to buy from him and the transport and travelling expenses he incurred on the issue.

Judgment is hereby entered for plaintiff on his claims.

Cost of GHC1000 is hereby awarded for plaintiff against defendant.

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H/W ROCKSON A. K. KPODO