

IN THE DISTRICT COURT HELD AT PAKYI NO. 2 ON MONDAY THE 3RD DAY OF JUNE, 2024 BEFORE HER WORSHIP DORA NSIAH JACKSON (ESQ.) THE DISTRICT COURT MAGISTRATE

SUIT NO. A2/148/24

**QUICK CREDIT & INV. MICRO CREDIT
OF (OSU DANQUAH CIRCLE RING RD E,
CITIZEN KOFI HOUSE NUUMO GOA
STREET, ACCRA GA-035-4662)**

- PLAINTIFF

V.

**FAUSTINA OSEI
OF AFRETIA-ASHANTI**

- DEFENDANT

CORAM: HER WORSHIP DORA NSIAH JACKSON ESQ.

JUDGMENT

The Plaintiff's claim against the Defendant is for:

- a. Recovery of the cash sum of Two Thousand Five Hundred and Seventy-Two Ghana Cedis (GH¢2,572.00) being the outstanding balance of the loan facility the Defendant procured from the Plaintiff
- b. Interest on the said amount from 20/09/2024 till date of final payment.
- c. Cost
- d. Any other relief(s) as may deem fit to the honourable court.

The summary of subject matter of Plaintiff's claim as stated in its Writ is that Plaintiff seek an order from the Honourable court to recover an amount of Two Thousand Five Hundred and Seventy-Two Ghana Cedis (GH¢2,572.00) being the outstanding balance of the loan facility which the Defendant procured on or about 20/6/2023 and which the Defendant promised to pay on 20/09/2023 but has failed to pay despite repeated demands.

The Defendant was duly served with Plaintiff's Writ of summons but she failed to appear in court on 6/05/2024 when the suit was called. Consequently, Plaintiff's representative was called upon to prove their claim pursuant to order 25 r 1 of C.I. 59.

Trial commences.

The issue for determination in this suit is whether or not Defendant is indebted to Plaintiff to the tune of GH¢2,572.00.

This being a civil suit, the rules of evidence apply and the onus is on the Plaintiff to prove his claim on the balance of probabilities. See sections 11(4) and section 12 of the Evidence Act, NRCD 323.

See also the case of **Re Ashalley Botwe Lands; Adjete Agbosu & Ors v. Kotei & Ors. [2003 - 2004] SCGLR 420 @ 425**, where the apex court held thus "..... *A litigant who is a Defendant in a civil suit does not need to prove anything; the Plaintiff who took the Defendant to court has to prove what he is entitled to from the Defendant. At the same time, if the court has to make a determination of a fact or of an issue and that determination cannot be made on nothing. If the Defendant desires the determination to be made in his favour, then he has the duty to help his own case by adducing before the court such facts or evidence that will induce the determination to be made in his favour. The logical sequel to this is that if he leads no such facts or evidence, the court will be left with no choice but evaluate the entire case on the basis of the evidence before the court which may turn out to be only the evidence of the Plaintiff. If the court chooses to believe the only evidence on record, the Plaintiff may win and Defendant may lose. Such loss may be brought about by default on the part of the Defendant*".

This court has adverted its mind to Order 25 rule 1(2)(a) of the District Court Rules, 2009 (C.I.59) which empowers this court to allow a Plaintiff who attends court to prove his claim

and dismiss the counterclaim if any of a Defendant who fails to attend court when the case is called.

Plaintiff's representative testified by himself and called no witnesses. He also tendered into evidence 2 documents namely loan agreement marked exhibit "A" and loan payment transaction marked exhibit "B".

In his evidence in chief on 6/05/2024, the Plaintiff's representative stated as follows: I am called Emmanuel Owusu, I am the Plaintiff's representative. I know the Defendant. I am a sale executive of Plaintiff's company. The Defendant requested for a loan amount of GH¢6,000.00. She was assessed by me and I explained to her that the loan was fixed at 12% interest rate per month. The loan was disbursed to her on 20/06/2023. She was supposed to pay a weekly installment of GH¢628.00. The loan plus the interest in all will amount to GH¢8,160.00. As at the time the Writ was issued, she had paid GH¢5,588.00 leaving an outstanding balance of GH¢2,507.00. An agreement paper was endorsed by the Defendant. I also have her payment statement. I would like to tender them into evidence.

The Defendant chose to stay away and not participate in this trial leaving this court with only the evidence of the Plaintiff to evaluate.

This court in the absence of any other evidence to the contrary accepts Plaintiff's evidence that the Defendant is indebted to Plaintiff company to the tune of GH¢2,507.00 being the outstanding balance of the loan she contracted from Plaintiff as a proven fact.

In Alimatu v. Sadia [2020] DLHC 16502, it was stated that *"These pieces of evidence from the Stood unchallenged as the Defendant failed to avail himself the opportunity granted her to cross examine the witness. The court therefore accepts the evidence as a proven fact"*.

As, was stated in holding 3 of **Takoradi Flour Mills v. Samir Faris Takoradi Flour [2005-2006]** **SCGLR 883**, *“a tribunal of fact can decide an issue on the evidence of only one party. A bare assertion on oath by a single witness might in the proper circumstance of a case be enough to form the basis of a judicial adjudication. The essential thing is that the witness is credible by the standards set in Section 80(2) of the Evidence Decree (Act) 1975 NRCD 323”*

In the instant suit, the credibility of the Plaintiff’s representative is not in issue. Accordingly, this court finds the case of the Plaintiff more probable than not and hereby enters judgment in its favour and against the Defendant for the recovery of the sum of GH¢2,507.00. Interest is to be calculated on the sum of GH¢2,507.00 from 20/9/2023 at the prevailing bank rate till date of final payment.

Cost of GH¢200.00 is also awarded against the Defendant.

In summary, the Plaintiff is to recover from the Defendant:

- a. The sum of GH¢2,507.00
- b. Interest on the said sum of GH¢2,507.00 from 20/9/2023 at the prevailing bank Interest rate till date of final payment.
- c. Cost is assessed at GH¢200.00

(SGD.)

DORA NSIAH JACKSON ESQ
DISTRICT COURT MAGISTRATE