

IN THE DISTRICT COURT, DROBO BONO REGION

SUIT NO. BR/DR/DC/A2/14/2024

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

PLAINTIFF

VRS

FRANK BAAH

DEFENDANT

JUDGMENT

DELIVERED BY H/W LINDA E. NYAHE ESQ. (MAGISTRATE)

DATED: 03/08/2024

IN THE DISTRICT COURT HELD AT DROBO ON TUESDAY THE 3RD DAY OF AUGUST 2024 BEFORE HER WORSHIP LINDA E. NYAHE, ESQ. (DISTRICT MAGISTRATE).

SUIT NO. BR/DR/DC/A2/14/2024

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

VRS

FRANK BAAH OF DROBO ---- DEFENDANT

PLAINTIFF REPRESENTED BY DAVID ADU GYAMFI

DEFENDANT: ABSENT

MAXWELL A. ASARE ESQ. FOR KWADWO DEI-KWARTENG FOR PLAINTIFF-
PRESENT

JUGDEMENT

The Plaintiff by its Writ of Summons claimed against the Defendant as follows;

- a. Recovery of cash the sum of Two Thousand Five Hundred Ghana Cedis (GH¢2,500.00) being the outstanding balance of loan facility which the Defendant procured on or before 29th November, 2022 and which the Defendant promised to pay on 29th March, 2023 but has failed to pay despite repeated demands.
- b. Interest on the said amount at the prevailing bank rate from 29th March, 2023 till date of final payment.
- c. Costs
- d. Such further order (s) as this Honourable Court may deem fit.

PLAINTIFF'S CASE

The Plaintiff's representative who testified for and on behalf of the Plaintiff Company in his evidence in-chief told the Court that Plaintiff granted a loan facility to the Defendant on 29th September, 2022 payable on 29th March, 2023. That the principal amount disbursed was Four Thousand Ghana Cedis (GH¢4,000.00). He testified further that so far, the Defendant has paid GH¢3,100.00 and is left to pay GH¢2,500 with interest inclusive. However, the Defendant has refused to pay the outstanding balance despite

repeated demands. He therefore prayed that the Court grants all his reliefs as endorsed on the writ of summons. Plaintiff brought its case to close and did not call any witness.

FINDINGS AND EVALUATION OF EVIDENCE

It is worth noting that the Defendant refused to appear before the Honourable Court to either challenge or admit the Plaintiff's claims. Although, the Defendant herein was served with the Writ of Summons together with Hearing Notice, he failed to appear before the Court. However, in the interest of justice, the Court adjourned the matter to afford the Defendant another opportunity to attend Court but all proved futile even upon serving her with another hearing notice. By law, when a party does not appear in Court after being duly served, he is said to have deliberately failed to take advantage of the of the opportunity to be heard and cannot later complain that he was not given a fair hearing or that there was a breach of the rules of natural justice. See the case of **GHANA CONSOLIDATED DIAMONDS LTD, V TANTUO [2001-2002] 2GLR 150** and **ACCRA HEARYS OF OAK SPORTING CLUB V GHANA FOOTBALL ASSOCIATION [1982-83] GLR 111 at page 117.**

On this note the Court deems it that the Defendant has deliberately refused to come to Court and has nothing whatsoever to say about Plaintiff's claims.

Order 25 rule 1 (2) of the District Court Rules, 2009 (C.I 59) provides as follows: "where an action is called for trial and a party fails to attend, the trial magistrate may where the Plaintiff attends and the Defendant fails to attend, dismiss the counterclaim if any and allow the Plaintiff to prove his claim". Accordingly, the Plaintiff was made to mount the witness box and prove its claims.

The sole issue for the Court to determine in order to bring finality to this matter is whether or not the Defendant owed the Plaintiff company the amount of GH¢2,500.00.

The failure of the Defendant to appear in Court to cross-examine the Plaintiff is deemed as an admission of the Plaintiff's claims and Plaintiff need not call any further evidence in proof of its case. See the case of **FORI V AYIREBI [1966] GLR 627.**

The unchallenged evidence before the Court is that Plaintiff disbursed a loan of GH¢4,000.00 but the Defendant has only paid GH¢3,100 leaving an outstanding balance of GH¢2,500.00 which he has refused to pay. To this end the Court enters judgment for the Plaintiff on all of its reliefs and hereby orders as follows;

- a. Recovery of the cash sum of Two Thousand, Five Hundred Ghana Cedis (GH¢2,500.00) being the outstanding balance of the loan facility the Defendant procured from the Plaintiff.
- b. Interest on the said amount of GH¢2,500.00 at the prevailing commercial bank rate from 29th March, 2023 when the loan became due till final date of payment.
- c. Cost of GH¢1,000.00 is awarded against the Defendant in favour of Plaintiff to cater for its expenses incurred in instituting this matter.

.....SGD.....
H/W LINDA ENYONAM NYAHE (ESQ.)
(DISTRICT MAGISTRATE)