

IN THE DISTRICT COURT HELD AT NEW EDUBIASE ON MONDAY, THE 18<sup>TH</sup>  
DAY OF MARCH, 2024 BEFORE HER WORSHIP LINDA FREMAH BOAMAH-  
OKYERE, ESQ.

SUIT NO. A2/43/2024

ACCURATE GIANT COOPERATIVE CREDIT UNION PER THE MANAGER PAUL  
ADUSE-POKU ASARE

V

KWAKU SABA

---

JUDGMENT

---

Plaintiff took out the instant Writ of Summons against the Defendant on 22<sup>nd</sup> December, 2023. Even though the Writ and hearing notices were served on Defendant, he failed to appear before the court.

Plaintiff was accordingly given the opportunity to prove its claim.

According to the Plaintiff institution, the Defendant is a member of the Bo wo ho mmoden cocoa farmers' association which said group approached the Plaintiff credit union for a loan. Plaintiff tendered into evidence EXHIBIT A which is the application for loan made by the said cocoa farmers association. The Plaintiff said that the loan was accordingly approved and disbursed to the members of the association which included the Defendant. Plaintiff tendered into evidence EXHIBIT B which shows that the amount of GHC. 236,000.00 was disbursed to the members of the said association. According to Plaintiff, Defendant received an amount of GHC.1,000.00 and that he was supposed to pay a total of GHC. 1,496.00 including interest by the end of the year 2022. Defendant has defaulted in the payment of the loan for which reason the Plaintiff has instituted this action for the recovery of the amount of GHC.1,463.00.

The Defendant failed to appear to make a case in his defence which leaves the evidence of the Plaintiff undisputed therefore Plaintiff needed not lead any further evidence in proof of its case; for it is trite learning that it is only unadmitted or denied facts that are in issue and need to be proved. This was the decision in the case of **Fori v Ayirebi [1966] GLR 627 at 647, SC** that *'when a party makes an averment and that averment is not denied, no issue is joined on that averment and that no evidence need be led. Again, when a party gives evidence of a material fact and is not cross examined upon it, he needs not call further evidence of that fact.'*

See also **Western Hardwood Ent. Ltd v West African Ent. Ltd. [1998-99] SCGLR 105.**

Plaintiff has discharged the burden of proof which rested on it to prove its claim on the balance of probabilities and has satisfactorily demonstrated that the Defendant is indebted to them.

For the foregoing reasons, judgment is entered in favour of the Plaintiff as follows:

- a. Recovery of GHC.1,463.00 being the outstanding debt owed to the Plaintiff by the Defendant
- b. Cost of GHC. 500.00 against Defendant
- c. Judgment debt to be paid within seven (7) days from the date of this judgment.

SGD

HW LINDA FREMAH BOAMAH-OKYERE (MRS.)

DISTRICT MAGISTRATE

18/03/2024