

IN THE HIGH COURT OF JUSTICE SESSION HELD AT SEFWI WIAWSO IN THE
WESTERN NORTH REGION ON MONDAY THE 28TH DAY OF NOVEMBER 2022
BEFORE HIS LORDSHIP JUSTICE KWAME AMOAKO

SUIT NO: - E1/05/2022

MATHEW ADDY NKUAH

- PLAINTIFF

V

1. YAW BOLI
2. KOFI AWUAH
3. JACKSON BAIDOO
4. KOHIA ASARE
5. KWAKU BOADU
6. KWASI MENSAH
7. ISAAC BAIDOO
8. KWAKU BIE
9. ADU DARKO
10. ADWOA BOAKOWAA
11. YAW NTORI
12. AMA KONAMA
13. JOHN ARMAH
14. KWABENA SIAW
15. AFUA BADU



- DEFENDANTS

Plaintiff's Lawful Attorney present

3rd Defendant present and represents the other Defendants

Paul Nkuah-Gyapong for Plaintiff present

Counsel for Defendants (Osei Nsiah) absent

JUDGMENT

Per the Amended Writ of Summons filed on 18th October 2021, the Plaintiff claims against the Defendants jointly and severally as follows:

- a. A declaration that title to all that piece or parcel of land situate Sefwi Ackaakrom at a place commonly called "Asiedukrom" sharing boundaries with the properties of Kwadwo Badu, Kofi Awotwe, the Sefwi Ackaakrom township and the "Fiafa" stream is vested in the Plaintiff and his siblings.
- b. Recovery of possession of the land in dispute described in relief (a) supra.
- c. Damages for trespass.
- d. An order for perpetual injunction restraining the Defendants, their agents, assigns, workmen, etc. from in anyway dealing with the land in dispute.

On 25th March 2022, the Parties prayed this Court for the case to be referred to Kyeame Nkwantabisa of Sefwi Wiawso for amicable settlement. With the agreement of the Parties, the case was accordingly referred to Kyeame Nkwantabisa for amicable settlement.

On 25th November 2022, the Parties herein filed a Settlement, duly executed by the Parties, and prayed this Court to adopt same as its consent Judgment.

The relevant part of the said Settlement provided as follows:

“... the said piece of land has been divid[ed] into two equals by a River called “Fiafa”.

On 10th September 2022, we justified the [con]clusion that the said land should be shared equally between both parties using the river as boundary without any interferences and both parties agreed upon for peace to prevail.

That the Northern part of the land was given to MR. ADDY NKUAH MATTHEW of which Mr. Abednego Addai was his representative and also the Southern part or portion of the land right behind River “Fiafa” was also given to NANA YAW BOLI of Asawinso as agreed by both parties accordingly.”

The Court is required by law to promote reconciliation through Alternative Dispute Resolution (ADR) means in appropriate cases.

Section 72 of the Courts Act, 1993 (Act 459) deals with promotion of reconciliation in civil cases and provides as follows:

“(1) A Court with civil jurisdiction and its officers shall promote reconciliation, encourage and facilitate the settlement of disputes in an amicable manner between and among persons over whom the Court has jurisdiction.

(2) When a civil suit or proceeding is pending, a Court with jurisdiction in that suit or proceeding may promote reconciliation among the parties, and encourage and facilitate the amicable settlement of the suit or proceeding.”

However, in promoting reconciliation of cases, the Court is required to be mindful of matters that the statute specifically prohibits their amicable settlement and also of Terms of Settlement which are prohibited at common law.

On civil causes or matters that cannot be settled in an amicable manner, *section 1 of the Alternative Dispute Resolution Act, 2010 (Act 798)* provides as follows:

“1. This Act applies to matters other than those that relate to

(a) the national interest;

(b) the environment;

(c) the enforcement and interpretation of the Constitution; or

(d) any other matter that by law cannot be settled by an alternative dispute resolution method.”

This case relates to declaration of title to land. Obviously, this does not relate to the national interest, the environment or the enforcement or interpretation of the Constitution. This Court is also not aware of any law that prohibits the amicable settlement of this matter.

Again, the Terms of Settlement filed, the relevant portions of which have been reproduced in this Judgment (*supra*), are not prohibited at common law, not being

terms of settlement that border on, or pertain to an illegality/criminality, unconscionability, etc.

Therefore, this is a matter that is amenable to alternative dispute resolution within the meaning of *section 1 of Act 798*. Accordingly, the prayer by the Parties for the Terms of Settlement filed to be adopted by this Court as its consent Judgment ought to be granted in accordance with *section 72 of Act 459*.

Conclusion

The Terms of Settlement filed on 25th November 2022 and executed by the Parties herein are hereby adopted as the consent Judgment of this Court as follows:

1. Using the River called “Fiafa” as the common boundary feature, the Northern part of the land in dispute is hereby given to Mr. Matthew Addy Nkuah (the Plaintiff herein) represented by Abednego Addai.
2. Using the River called “Fiafa” as the common boundary feature, the Southern part or portion of the land in dispute behind River “Fiafa” is hereby given to Nana Yaw Boli (the 1st Defendant herein).

On the above orders, this case is disposed of.

This is a case that has been settled through *Alternative Dispute Resolution* (ADR) means pursuant to *section 72 of Act 459*. No title to the land in dispute has been proved before this Court. Accordingly, this Judgment does not operate to confer title to the disputed

land on any party. However, this Judgment has the force of law binding the Parties herein.

This Court extends its profound appreciation to Kyeame Nkwantabisa of Sefwi Wiawso for the peaceful and amicable settlement of this case.

This Court also extends its profound appreciation to the Lawyers in this case, namely Lawyer Paul Nkuah-Gyapong (for the Plaintiff) and Lawyer Osei Nsiah (for the Defendants) for their respective roles in the settlement process.

This Court makes no order as to cost.

H/L KWAME AMOAKO

JUSTICE OF THE HIGH COURT