

IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, SESSION HELD AT SEFWI WIAWSO IN THE WESTERN NORTH REGION ON MONDAY THE 15TH DAY OF MAY 2023 BEFORE HIS LORDSHIP JUSTICE KWAME AMOAKO

SUIT NO.:- E1/14/2021

METHODIST CHURCH OF GHANA

PER ITS REGISTERED TRUSTEES

WESLEY HOUSE NO. 252.2 LIBERIA ROAD

- PLAINTIFF

VRS

NANA ATTA ADWOA AMPOMAH II

OHEMAA OF SEFWI ASAFO

TRADITIONAL AREA

- DEFENDANT

Plaintiff represented by Oliver Nkuah, Society Steward, Sefwi Asafo

Defendant present

Majeed Ibrahim for Ibrahim Adams for Plaintiff present

Paul Nkuah-Gyapong for Defendant present

JUDGMENT

Per the Writ of Summons filed on 20th January 2021, the Plaintiff claims against the Defendant as follows:

- a) Declaration of title to all that piece or parcel of land commonly known and called Site for Methodist Church Ghana, Sefwi Asafo near Sefwi Wiawso.
- b) General, exemplary and punitive damages against the Defendant in favour of the Plaintiff.
- c) Perpetual Injunction restraining the Defendant, either by herself, her agents, servants, workmen and assigns, representatives, relatives and/or any person(s) acting through her or on her behalf or derive his/her interest or title from her from in anyway dealing with and/or having anything to do with the subject property; and/or doing anything at all with the aim of denying the Plaintiff access to the said property and/or the enjoyment of same.
- d) Any other order(s) as this Honourable Court may deem fit, convenient equitable and just including filing and Solicitor's fees.

On 23rd February 2023, the Parties herein filed Terms Settlement, duly executed by the Parties, and prayed this Court to adopt same as its consent Judgment.

The said Settlement essentially provided as follows:

“I wish to respectfully inform the honourable court that the above-mentioned suit has been settled amicably between the parties.

It has been agreed by the parties that the plaintiff (The Methodist Church of Ghana) shall pay Ten Thousand Ghana Cedis (Gh 10,000.00) to the Asafo Stool towards the building of the new Palace.

The parties agreed to bear their own cost.

Per this settlement, the property (the plan attached) for which a leasehood agreement was executed by **Nana Nkuah Okumdom II** has been endorsed by **Nana Kofi Mintah II** and his Principal elders.

We appreciate your cooperation.

Mediator: Nana Kofi Mintah II (Chief of Sefwi Asafo)”.

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 23rd February 2023 and executed by the Parties herein are hereby adopted as the consent Judgment of this Court.

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 or any person for that matter. However, this Judgment has the force of law binding the Parties herein and persons claiming through them.

This Court extends its profound appreciation to the Mediator, Nana Kofi Mintah II (Chief of Sefwi Asafo) for the peaceful and amicable settlement of this case.

This Court commends the efforts of the Lawyers in this case, namely, Lawyer Ibrahim Adams (for the Plaintiff) and Lawyer Paul Nkuah-Gyapong (for the Defendant) for their respective roles in the Settlement processes.

This Court makes no order as to cost.

H/L KWAME AMOAKO
JUSTICE OF THE HIGH COURT