

IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, SESSION HELD AT SEFWI WIAWSO IN THE WESTERN NORTH REGION ON FRIDAY THE 14<sup>TH</sup> DAY OF JULY 2023 BEFORE HIS LORDSHIP JUSTICE KWAME AMOAKO

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SUIT NO. :- E5/02/2021

JUANA BAIDOO - PLAINTIFF

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RICHMOND OFORI - DEFENDANT

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Parties present

Mediator present

Clement Owusu Sarpong for Plaintiff present

Counsel for Defendant (Paul Nkuah-Gyapong) absent with permission

### JUDGMENT

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Per the Writ of Summons filed on 5<sup>th</sup> July 2021, the Plaintiff claims against the Defendant as follows:

- a. Declaration that the Plaintiff is entitled to a compensation of GH¢10,000.00 from the Defendant for failing to keep his promise to marry the Plaintiff and wasted her time since 2018.

- b. Declaration that the 4 printing press shops located at Debiso, Adjoafua Asawinso and Nkrankwata, a Two (2) bedroom self-contained house at Sefwi Essiam and a cocoa farm situated at Adjoafua are jointly acquired properties of the parties herein.
- c. An order compelling the plaintiff to render accounts of all the proceeds received from the 4 printing press and the cocoa farm at Adjoafua jointly acquired by the parties from 2009 till the date of final Judgment.
- d. An order for equal sharing of the 4 printing press jointly acquired by the parties which same are situated at Debiso, Adjoafua, Asawinso and Nkrankwanta.
- e. An order for equal sharing of Two (2) bedroom self-contained house at Sefwi Essiam and cocoa farm at Adjoafua which same was acquired from the proceeds of the printing press of the parties.
- f. Cost

On 23<sup>rd</sup> May 2023, the Parties herein filed Terms of Settlement.

The Terms of the Settlement are essentially as follows:

**“TERMS OF SETTLEMENT IN THE ABOVE-MENTIONED SUIT**

I, EMMANUEL AYIVI (mediator) would like to express my sincere thanks to this Honourable Court for giving me the opportunity to withdraw the above-mentioned suit and have same amicably settled and I would also thank the parties for their co-operation.

Your Lordship I would like to inform this Honourable Court officially that the matter between Plaintiff and Defendant has been amicably settled with the help of the parties' family members at Yawmatwa and Debiso respectively.

**NOW IT IS SETTLED AS FOLLOWS:-**

1. That Plaintiff and Defendant have agreed to live together as husband and wife whereupon defendant shall perform his customary right under the marriage.
2. That the plaintiff has waived the rest of the claims sought before this Honourable Court against defendant."

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 agreed Terms which are prohibited at common law or cannot otherwise be settled by an alternative dispute resolution method.

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 is an action in torts. Obviously, this case 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.

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 duly executed by the Parties herein are hereby adopted as the consent Judgment of this Court. This case is disposed of accordingly.

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

The appreciation of the Court also goes to Mr. Emmanuel Ayivi, Branch Chairman of the GPRTU, Debiso for mediating this Settlement.

This Court makes no order as to cost.

**H/L KWAME AMOAKO**

**JUSTICE OF THE HIGH COURT**