

IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, SESSION HELD AT SEFWI WIAWSO IN THE WESTERN NORTH REGION ON WEDNESDAY THE 12TH DAY OF JULY 2023 BEFORE HIS LORDSHIP JUSTICE KWAME AMOAKO

SUIT NO: - E12/15/2019

ADU KWASI

∴ PLAINTIFF

VRS

1. G.P.R.T.U OF T.U.C.

2. YAW WILLIAMS

3. FRANCIS SARFO

4. DOMINIC KOFI OFORI

5. ERNEST KUMI BROWN

6. STEPHEN FUACHIE

∴ DEFENDANTS

Plaintiff present

1st Defendant Francis Kwaw Cudjoe, Regional Chairman of the Union

Other Defendants present (the 2nd Defendant per Nana Twumasi Agyemang Bosompem, Chief of Sefwi Yawkrom)

Both Counsel (Adu Mintah and Twumasi Awuah) absent

JUDGMENT

Per the Writ of Summons filed on 30th January 2019, the Plaintiff claims against the Defendants as follows:

- a. A declaration that the proposed album for the Sefwi Wiawso Branch of GPRTU of GTUC elections compiled in 2011 is void as it sins against the provisions of the Constitution of the Union.
- b. An order of injunction restraining defendants, their agents, privies, assigns and hirelings from conducting any elections in the Sefwi Wiawso Branch of the Union with the said register.
- c. A declaration that 2nd-6th defendants' occupation of the Union offices of the Sefwi Wiawso Branch is unlawful.
- d. An order compelling 2nd-6th Defendants to render accounts for the period of their occupation of the offices of the Sefwi Wiawso Branch of the Union.
- e. An order compelling 1st Defendant to supervise the conduct of fresh elections for the Sefwi Wiawso Branch of the Union using the old register bearing photos of members of the Branch within three months from the date of judgment.
- f. Any other order that the Court may seem fit.

On 12th July 2023, the Parties herein filed Terms of Settlement.

The Terms of the Settlement are essentially as follows:

“Whereas this Honourable Court granted Francis Kwaw Cudjoe the Regional Chairman of Western North Regional Secretariat of GPRTU of TUC permission to mediate and have this suit settles amicably out of Court.

And whereas the mediator met the parties and succeeded in having the matter settled amicably, the following are the terms which the parties agreed upon as terms of settlement.

1. That the bloated membership register of Sefwi Wiawso branch of the GPRTU of TUC be screened.
2. That after the register has been successfully screened a date shall be set for the conduct of Sefwi Wiawso GPRTU of TUC branch election for various positions.
3. That the terms of settlement agreed upon by the parties be adopted by the Honourable Court as consent judgment.”

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 expresses its profound gratitude to Mr. Francis Kwaw Cudjoe, the Regional Chairman of Western North Regional Secretariat of GPRTU of TUC for peacefully and successfully mediating this case.

This Court also commends the efforts of the Lawyers in this case, namely Lawyer Kwaku Adu Mintah (for the Plaintiff) and Lawyer Kwame Twumasi-Awuah (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