

IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, SESSION HELD AT SEFWI WIAWSO IN THE WESTERN NORTH REGION ON TUESDAY THE 7TH DAY OF FEBRUARY 2023 BEFORE HIS LORDSHIP JUSTICE KWAME AMOAKO

SUIT NO.:- E2/06/2022

K-MENS CONNECT & MANAGEMENT - PLAINTIFF

V.

CHIRANO GOLDMINES LIMITED - DEFENDANT

Plaintiff represented by Olando Mensah, Branch Manager for K-Mens

No representative for Defendant

Nkuah-Gyapong for Kwasi Blay for Plaintiff

Daniel Martey for Essinam Barfour-Acheampong for Defendant present

JUDGMENT

Per Writ of Summons filed on 23rd November 2021, the Plaintiff claims against the Defendant as follows:

“

- I. A declaration that the plaintiff is entitled to be remunerated for its service, rendered to the defendant in the processes leading to the formation and setting up of a successful Foundation by way of ‘quantum meruit.’

- II. Recovery of the aggregate total sum of GHC147,000 as assessed by the Plaintiff for the months of August, 2018, September, 2018, October, 2018 and November, 2018 to date of payment at the commercial rate and
- III. Further or any other relief(s) as in the circumstances may be just.

On 15th December 2022, the Parties herein filed Terms of Settlement. The Terms of the Settlement were essentially as follows:

- “1. By a Writ of Summons and Statement of Claim filed on 23rd November, 2021 the Plaintiff claimed against the Defendant the following reliefs:
 - i. A declaration that the Plaintiff is entitled to be remunerated for its services rendered to the Defendant in the processes leading to the formation and setting up of a successful Foundation by way of "quantum meruit";
 - ii. Recovery of the aggregate total sum of GHC147,000.00 as assessed by the Plaintiff for the months of August 2018, September 2018, October 2018 and November 2018 to date of payment at the commercial rate; and
 - iii. Further or any other relief(s) as in the circumstance may be just.

2. The Defendant entered appearance through its lawyers on 1st December, 2021 and filed a Statement of Defence on 15th December, 2021.
3. The Plaintiff filed an Application for Directions on 8th February, 2022.
4. The Defendant filed additional issues on 22nd February, 2022.
5. Subsequently, the Plaintiff and Defendant (together, the "Parties") have agreed to settle the dispute.

THE PARTIES NOW THEREFORE MUTUALLY AGREE AS FOLLOWS:

6. That the Defendant shall pay to the Plaintiff the sum **of EIGHTY THOUSAND GHANA CEDIS (GH¢80,000)** ('Agreed Amount') as full and final settlement of all fees, compensation, demand, claims, interest, honorarium, legal costs (howsoever called) claimed by the Plaintiff.
7. That the Defendant shall credit the Plaintiffs account with the Agreed Amount within one (1) week after the adoption of these Terms of Settlement by the court.
8. That payment by the Defendant pursuant to these Terms of Settlement shall be made into the following account:

ACCOUNT NAME:	STEPHEN WILKS KOFI
ACCOUNT NUMBER:	4121120000203
BANK:	GCB BANK LTD

BRANCH:

SEFWI WIAWSO

9. That this payment is all-inclusive, including therefore all of the Plaintiffs costs, including legal costs and fees. Accordingly, neither the Plaintiff nor its lawyers shall be entitled to any other payment or compensation as a result of the settlement of the matters in controversy, including on account of any expenses, costs, taxes, fees or other charges incurred or yet to be incurred.
10. The Parties have agreed voluntarily in consultation and upon the advice of their respective lawyers and it is further agreed that the Terms of Settlement shall be the full and final satisfaction of any claims and liabilities either Party may have against the other in respect of the matters in dispute. Accordingly, it is expressly agreed that these Terms of Settlement have been freely entered into and in full knowledge of the facts and that they consequently set out the full agreement of the Parties.
11. That the Plaintiff hereby accepts the sum of eighty thousand Ghana Cedis (GHC80,000.00) as full and final settlement of its claim and irrevocably and unconditionally releases and forever discharges the Defendant and its shareholders, directors, employees, predecessors, successors and other representatives from any and all actions, causes of action and claims whatsoever which the Plaintiff has had, now has, or may hereafter have arising out of this matter.
12. The Plaintiff acknowledges that the settlement of its claims and this, as well as the payment to be made pursuant to paragraph 6 supra, shall in no

way be construed as an admission of any wrongdoing or liability whatsoever on the part of the Defendant or any of its shareholders, directors, employees, predecessors, successors or other representatives.

13. These Terms of Settlement embody the entire understanding of the Parties in respect of the matters contained in it.

IN WITNESS of the above Terms of Settlement, the parties hereto have set their signature hereunder on the date indicated thereby.”

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 extends its profound appreciation to the Lawyers in this case, namely Lawyer Kwasi Blay (for the Plaintiff) and Lawyer Esinam Barfour-Acheampong (for the Defendant) 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