

IN THE SUPERIOR COURT OF JUDICATURE, IN THE HIGH COURT OF JUSTICE, HELD IN CAPE-COAST ON MONDAY THE 22<sup>TH</sup> DAY OF APRIL, 2024 BEFORE HIS LORDSHIP JUSTICE JOHN-MARK NUKU ALIFO "J"

---

SUIT NO. E2/14/2023

DR. FRANCIS ATO KOBINA - PLAINTIFF  
BRAFOYAW  
NEAR CAPE COAST

VRS

OAK TREE MEDICAL SERVICES LIMITED - DEFENDANT  
BEHIND AMEEN SANGARI  
CAPE COAST

---

CONSENT JUDGMENT

---

**WHEREAS:**

1. By a Writ of Summons accompanied by a Statement of Claim issued out of the Registry of the Honourable Court sometime on 28<sup>th</sup> April, 2023 Plaintiff instituted the above action against Defendant seeking against it (Defendant) the following reliefs;

- a) A declaration that the Defendant has breached the terms of the sale and purchase agreement signed on 20<sup>th</sup> June, 2017 by the non-payment of the full consideration of the property in question.
  - b) An order of specific performance of the said contract.
  - c) An order directed at the Defendant to pay \$131,000 to the Plaintiff being the remainder of the purchase price of the said property.
  - d) Payment of assessed interest at the current banking rate from the date payments were due as per the contract.
  - e) Damages for breach of the contract terms.
  - f) Cost including solicitor's cost.
  - g) Any further orders as the Court may deem fit.
2. The Defendant filed an appearance to the Plaintiff's action sometime on 8<sup>th</sup> May, 2023.
3. The Parties after negotiations have agreed upon the terms herein contained in compromise of the action as commenced by Plaintiff against Defendant and in full settlement of the matter before the Court.

**B. THE PARTIES NOW THEREFORE MUTUALLY AGREE AS FOLLOWS:**

**1. PAYMENT PLAN;**

- a. The parties hereby agree that the Total Judgment Debt payable pursuant to the execution of these terms of settlement shall be the cumulative sum of Ninety-Six Thousand, Eight Hundred and Eighty United States Dollars and Forty Cents (US\$96,880.40) or its Ghana Cedi Equivalent, being the sum of One Million, One Hundred Fifty-

Nine Thousand two Hundred and Seventy Ghana Cedis (GH¢1,159,270.00), inclusive of any and / or all interest accrued thereon as at 27<sup>th</sup> December, 2023.

- b. The Plaintiff hereby agrees to receive from the Defendant and the Defendant agrees to pay to the Plaintiff, upon execution of these terms of the settlement, the sum of Twenty-Five Thousand Ghana Cedis (GH¢25,000.00) in Six (6) equal monthly instalments, beginning the 29<sup>th</sup> of February, 2024 and on the 30<sup>th</sup> day of each subsequent month until 30<sup>th</sup> August, 2024.
- c. The Plaintiff further agrees with the Defendant that from the 30<sup>th</sup> day of September, 2024 Defendant shall pay to Plaintiff the sum of Thirty Thousand Ghana Cedis (GH¢30,000.00) and on the 30<sup>th</sup> day of each subsequent month in equal monthly installments until the remaining balance of the Total Judgment Debt of US\$96,880.40 or its Ghana Cedis equivalent of One Million, One Hundred, Fifty-Nine Thousand, Two

Hundred and Seventy Ghana Cedis (GH¢1,159,270.00), as at 30<sup>th</sup> September, 2024, is fully and finally amortized by Defendant.

- d. The Plaintiff hereby agrees to receive from the Defendant and the Defendant agrees to pay to the Plaintiff Ten Thousand Ghana Cedis (GH¢10,000.00) as solicitor's cost.

## **II DEFAULT CLAUSE**

1. Should the Defendant default in paying any of the installment payments on or before any of the due dates, the terms herein shall be considered breached by the Defendant and the Plaintiff shall proceed to levy execution on any of the Defendant's properties in execution and settlement of the Total Judgment Debt.
2. The Parties agree that upon the adoption of these Terms of Settlement as Consent Judgment by the Court, the Plaintiff shall be entitled to adopt any of the modes of execution in recovering the outstanding Total Judgment Debt in the event that the Defendant fails to make the required payments in the manner provided at Part B Clause 1 subclause 'b' of these terms, to the Plaintiff.

## **III GENERAL CLAUSES**

1. The terms herein constitute the entire undertaking and agreement between the Parties in relation to the subject matter of Plaintiff's action against Defendant and fully supersedes any and all prior agreements, arrangement, representations or understanding (whether oral or in writing) between the Parties pertaining to the action.

2. The Parties represent and agree that they have carefully read and fully understand all the provisions of these terms, having discussed same among themselves and consulted their legal advisors, and that they are each voluntarily signing up to these Terms of Settlement after having received legal advice.
  
3. The Parties further agree that these Terms of Settlement shall be filed in Court and adopted by the Court as Consent Judgment.

By Court: Parties have settled this dispute amicably by executing and filing Terms of Settlement on 22<sup>nd</sup> April, 2024 and praying this Court to adopt same as Consent Judgment.

Let the Terms of Settlement filed on 22<sup>nd</sup> April, 2024 be adopted as Consent Judgment of the parties having agreed same. This suit is therefore closed as settled.

(SGD)

**JOHN-MARK NUKU ALIFO 'J'**  
**(JUSTICE OF THE HIGH COURT)**

DULY EXECUTED BY THE PARTIES AND THEIR COUNSEL

**COUNSEL:**

**FRANCIS ACQUAH-ANNAN ESQ. FOR THE PLAINTIFF**

**RICHMOND NUMBO SAKA ESQ. FOR THE DEFENDANT**