## IN THE SUPERIOR COURT OF JUDICATURE IN THE COMMERCIAL DIVISION (COURT 1) OF THE HIGH COURT OF JUSTICE ACCRA, HELD ON MONDAY THE 27<sup>TH</sup> DAY OF MAY, 2024 BEFORE HER LADYSHIP JUSTICE SHEILA MINTA

## **SUIT NO. CM/BFS/0543/2023**

ADA RURAL BANK PLC -		PLAINTIFF	
VRS.			
ELECTROCHEM G	SHANA LTD	DEFENDANT	
PARTIES:	PLAINTIFF REPRESENTED BY RITA DEFENDANT REPRESENTED BY DOKU		
COUNSEL:	BABA AVIO, ESQ., FOR PLAINTIFF	– PRESENT	
	FRANCIS KAKU COUSTON, ES MOHAMMED, ESQ., BEING LED ESQ., DEFENDANT – PRESENT	BY ALHAJI FAROUCK SEIDU,	

## **CONSENT JUDGMENT**

Let the Terms of Settlement executed and signed by the parties herein dated 17<sup>th</sup> April, 2024 and filed at the Registry of this Court on 27<sup>th</sup> May, 2024 be and is hereby adopted and entered as the Consent Judgment of the Court as follows:

- 1. The Defendant has agreed to pay the sum of  $GH_{\ell}900,000.00$  to the Plaintiff in satisfaction of the claims of the Plaintiff arising out of this matter.
- 2. The Defendant has agreed to pay the sum of GH¢100,000.00 to the Plaintiff as legal costs.
- 3. The total sum of One Million Ghana Cedis shall be paid in the following manners:
  - a. GH¢200,000.00 on or before 30th April, 2024.
  - b. GH¢134,000.00 on or before 31st May, 2024.
  - c. GH¢134,000.00 on or before 30th June, 2024.
  - d. GH¢134,000.00 on or before 31st July, 2024.
  - e. GH¢134,000.00 on or before 31st August, 2024.
  - f. GH¢134,000.00 on or before 30th September, 2024.
  - g. GH¢130,000.00 on or before 31st October, 2024.
- 4. That these terms of settlement embody the entire understanding of the parties herein in respect of the matters contained or referred to in connection with this claim and there are no promises, terms conditions or obligations, oral or written, express or implied other than those contained herein.
- 5. That the usual default clause shall apply.

(SGD.)

SHEILA MINTA, J.

JUSTICE OF THE HIGH COURT