

GHANA / JUDGMENT

Baah v Alhaji (A11/22/2024)

[2025] GHADC 82 (7 April 2025)

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COURT
District Court

CASE / FILE NUMBER
A11/22/2024

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IN THE DISTRICT COURT HELD AT KASOA-AKWELEY ON THE 7TH DAY OF APRIL, 2025 BEFORE
HER WORSHIP ANNIE ADOBOR, THE DISTRICT MAGISTRATE

===== SUIT No:
A11/22/2024 ABRAHAM AGYEPONG BAAH) PLAINTIFF VRS ALHAJI PLAINTIFF: PRESENT
DEFENDANT: ABSENT) DEFENDANT

JUDGMENT

Plaintiff herein issued a Writ of Summons and Statement of claim against the defendant herein, praying the court for an order directed at the defendant to return to the plaintiff, two (2) cows or their prevailing market values among others. The said writ of summons and statement of claim were duly served on the defendant on 28th December 2005. On 19th February, 2024, the defendant filed a statement of defence denying any liability for the two (2) animals being demanded by the plaintiff. On 9th October, 2024, both parties were in court and counsel for the defendant, Victor Azameti (Esq) made a viva voce application for the parties to be referred to the court connected ADR to attempt settlement and with consent of both parties, the court referred the matter to the ADR for them to attempt settlement and file the settlement terms in court for onward consideration or otherwise. On the adjourned date, the defendant has failed to be in court. The plaintiff then informed the court that the ADR settlement could not work so, we set down the case for determination by court and since then, as usual, the defendant has not stepped feet in court. When the wait was long enough, evidence was obtained from the plaintiff for the court to give a judgment. It is the case of the plaintiff both in the pleadings and in witness statement that, he wanted to venture into cow business so he discussed it with a friend who introduced the defendant to him as a cowherd. Plaintiff continued that he first bought a bull for the defendant and after one year, he sold it and realized GH¢3,000.00. Later, the defendant encouraged him and he gave him GH¢4,900.00 for a bull and a cow. He said that, per the agreement, defendant would not charge fees, but that, he the plaintiff would give monthly funds for feeding of the cattle and their medication which he has been doing. Plaintiff further told the court after sometime, the defendant informed him that, he has relocated the animals to Tuba but was not willing to show him the actual location, rather, he kept demanding for money for this or

that so it got to a time when he the plaintiff said that, he would not give him money until he shows where the animals are being kept. He said the defendant even told him that the cow was pregnant and since then, he has not seen the animals because the defendant is not willing to show them to him and he has also stopped giving the defendant money. He said he is in court for the court to recover the money he spent on the animals in the current value if he would not give the cow and the bull back to him. As stated above, he was not cross examined and because the defendant vehemently refused to come for the case to continue, neither did he call any witness. Though a one sided trial, the law enjoins the party to prove his case. Plaintiff told his story to the court. He did not go further to emphasize his statement though. The defendant on the other hand, besides filing his statement of defence, which is only a fact statement, did not go further to adduce evidence on the facts he presumes to have stated, as per the rules of court, that statement of defence will not have any legal effect, same is struck out. Default judgment is allowed in our judicial system. It is the duty of the court to give a level play ground to parties before it, however where a party, though granted the opportunity to be heard does not appreciate that opportunity, the court cannot wait in perpetuity or folds its hands and do nothing, as regards, judgment is entered for the plaintiff on his relief. The defendant is ordered to return the cow and the bull back to the plaintiff. Where the said cow and bull cannot possibly be returned, their equivalent current market prices should be paid by the defendant to the plaintiff. Costs is assessed at GH¢2,400.00 against the defendant. H/W ANNIE ADOBOR (MAGISTRATE) 3

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