



REPUBLIC OF GHANA

WRIT OF SUMMONS

IN THE COMMERCIAL COURT, ACCRA

SUIT NO.

CM/RPC/0074/2020

BETWEEN

FOREWIN GHANA LIMITED
FOREWIN HOUSE
PLOT NO. 10, RING ROAD
NORTH INDUSTRIAL AREA
ACCRA-NORTH

Plaintiff

AND

AHND AND CO. LIMITED
OHENE DJAN HIGH STREET
BUNGALOW (PAPITOE)
NSAWAM

Defendant



SEAL 18-10-19
2:50
HIGH COURT
COMMERCIAL DIVISION, LCC-ACCRA

(PLAINTIFF TO DIRECT SERVICE)

To

AN ACTION having been commenced against you by the issue of this Writ by the above-named Plaintiff.

FOREWIN GHANA LIMITED

YOU ARE HEREBY COMMANDED that within EIGHT DAYS after service of this Writ on you inclusive of the day of service you do cause an appearance to be entered for you.

AHND AND CO. LIMITED

AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence without further notice to you.

Dated this 18th day of OCTOBER 2019

Chief Justice of Ghana

SOPHIA A.B. AKUFFO (MS)

*State name, place of residence or business address of plaintiff if known (not P. O. Box number)

**State name, place of residence or business address of defendant (not P. O. Box number)

NB: This writ is to be served within twelve calendar months from the date of issue unless, it is renewed within six calendar months from the date of that renewal.

STATEMENT OF CLAIM

The Plaintiff claims against the Defendant as follows:

- a) An Order Compelling the Defendant to pay the sum of **GH¢300,000.00** being the outstanding balance owed the Plaintiff by the Defendant as at 1st May 2019;
- b) Interest on the above sum (a) at the prevailing bank rate from 1st May 2019 till date of final payment;
- c) Cost including Solicitors Professional fees.

DATED IN ACCRA THIS

18th

DAY OF

October

MINKAH, PREMO & CO.
Box 1495 Accra - Akosombo House
No. 3 Emmause 2nd Close
Labone - Accra
Tel: 233-302-761634
Fax: 233-302-761634
SOLICITORS FOR PLAINTIFF 4
TIN NO. P0002906511

This writ was issued by

NANA AMA STEPHENS (MRS.)

Whose address for service is

MINKAH-PREMO & CO, AKOSOMBO CHAMBERS, NO 3
EMMAUSE 2ND CLOSE, LABONE, ACCRA.

Agent for

PLAINTIFF

Lawyer for the Plaintiff; NANA AMA STEPHENS (MRS.) who resides at ACCRA

And whose licence No. is GAR 21269/19.

Indorsement to be made within 3 days after service

This writ was served by me at

On the day of

Endorsed the day of

Signed.....

Address.....

NOTE: if the plaintiff's claim is for a liquidated demand only, further proceedings will be stayed if within the time limited for appearance the defendant pays the amount claimed to the plaintiff, his lawyer or his agent or into court as provided for in Order 2 rule 3(2).

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION
ACCRA- 2019 A.D.

BETWEEN

**FOREWIN GHANA LIMITED
FOREWIN HOUSE
PLOT NO. 10 RING ROAD
NORTH INDUSTRIAL AREA
ACCRA-NORTH**

AND

**AHND AND CO. LIMITED
OHENE DJAN HIGH STREET
BUNGALOW (PAPITOE)
NSAWAM**

SUIT NO:

PLAINTIFF

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a Limited Liability Company registered under the laws of the Republic of Ghana and the main distributor of Afri Cola products in Ghana.
2. The Defendant is a Limited Liability Company also registered under the laws of the Republic of Ghana and a wholesale dealer of Afri Cola products.
3. The Plaintiff avers that it had a business relationship with the Defendant whereby it (Plaintiff) supplied the Defendant with Afri Cola products.
4. The Plaintiff avers that in the course of their business relationship, the Plaintiff agreed to allow the Defendant to take supply of products on credit to a limit of Five Hundred Thousand Ghana Cedis (GHC 500,000).
5. The Plaintiff avers that based on this agreement; it supplied the Defendant with Afri Cola products to the tune of Five Hundred Thousand Cedis (GHC 500,000); after said supply the Defendant failed to make payments to the Plaintiff.

6. The Plaintiff states that due to the Defendant's persistent defaults in promptly paying its due debts, the Plaintiff reduced the Defendant's credit limit from Five Hundred Thousand Cedis (GHC 500,000) to Two Hundred and Fifty Thousand Cedis (GHC 250,000).
7. The Plaintiff's case is that, in a letter dated 22nd June 2018, the Defendant requested for a review of the Plaintiff's decision to reduce the credit limit to **GH250,000.00** and proposed to pay the credit balance owing at the time by Ten equal monthly installments, in addition to a cash payment payable for every quantity of goods lifted.
8. The Plaintiff states that the Defendant again reneged on its promise resulting in a series of meetings being held between the parties.
9. The Plaintiff avers that in a meeting held on the 13th of July 2018, the Defendant made a verbal commitment to pay One hundred and twenty thousand Ghana cedis (**GH¢ 120,000.00**) of the debt upfront and the remainder of Three hundred and eighty thousand cedis (**GH¢ 380,000.00**) by installments.
10. The Plaintiff further avers that upon defaulting in the repayment of the debt, the Plaintiff issued a Demand Notice dated 25th July 2018, notifying the Defendant of its outstanding credit balance and demanding repayment of same.
11. The Plaintiff again avers that, the Defendant through a letter dated 20th August 2018 admitted owing the Plaintiff an amount of Five hundred thousand (**GH¢ 500,000.00**) cedis and assured the Plaintiff of liquidating the debt with immediate effect.
12. The Plaintiff says that to its surprise, the Defendant blatantly stopped taking supplies from it (Plaintiff) and began to take supplies directly from the manufacturers of Afri Cola.
13. The Plaintiff in continuation says that following another Demand notice to the Defendant, dated 27th of August 2018, the Defendant paid a total sum of **GH¢**

200,000.00 in four equal installments of **GH¢ 50,000.00** from January to April 2019 thereby reducing its indebtedness to a sum of **GH¢ 300,000.00**.

14. The Plaintiff further avers that to date all attempts by the Plaintiff to recover the outstanding sum owed by the Defendant has yielded no results as the Defendant has failed, refused and/or neglected to pay the debt owed and/or to make good their obligations under the credit sales agreement.

15. The Plaintiff says that unless the Defendant is compelled by this Honorable Court to pay off the debt outstanding, the Defendant will continue in its default.

WHEREFORE THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT AS FOLLOWS:

- a) An Order Compelling the Defendant to pay the sum of **GH¢300,000.00** being the outstanding balance owed the Plaintiff by the Defendant as at 1st May 2019;
- b) Interest on the above sum (a) at the prevailing bank rate from 1st May 2019 till date of final payment;
- c) Cost including Solicitors Professional fees.

DATED IN ACCRA, THIS 18th DAY OF OCTOBER

2019.

MINKAH PREM & CO.
Box 14951, Accra - Akosombo House
No. 3 Emmanuella 2nd Close
Labone - Accra

.....Tel: 2550502, 784625, 784627, 767114

SOLICITORS FOR PLAINTIFF
NANA AMA STEPHENS (MRS.)
LICENSE NO. GAR 21269

THE REGISTRAR
HIGH COURT
COMMERCIAL DIVISION
ACCRA

AND TO THE ABOVE-NAMED DEFENDANT AT THE ADDRESS AS STATED ABOVE.