



WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM.....200..... SUIT No.....

IN THE HIGH/CIRCUIT COURT OF JUSTICE

BETWEEN

AGRICULTURAL DEVELOPMENT BANK
3RD AMBASSADORIAL DEVELOPMENT AREA
ACCRA FINANCIAL CENTRE, RIDGE-ACCRA.

PLAINTIFF*

1. KINGDOM PREMIUM FRUITS LIMITED
2. DR. FELIX KWAME SEMAVOR

ALL OF ADRHO HOUSE
SAKAMAN - ACCRA

(and on whom Plaintiff shall direct service)

Defendants



To

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

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.

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

Dated this 5th day of December 200.....

Chief Justice of Ghana

SOPHIA A.B. AKUFFO (MS)

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.

The defendant may appear hereto by filing a notice of appearance either personally or by a lawyer at Form 5 at the Registry of the Court of issue of the writ at A defendant appearing personally may, if he desire give notice of appearance by post.

*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).

FORM I

DATED AT THE AGRICULTURAL DEVELOPMENT BANK LIMITED OFFICES (LEGAL SUPORT UNIT), 2ND FLOOR, ACCRA FINANCIAL CENTER, 3RD AMBASSADORIAL DEVELOPMENT AREA, RIDGE ACCRA, THIS 15TH DAY OF NOVEMBER, 2019.

AGRICULTURAL DEVELOPMENT BANK LTD.
MONITORING AND RECOVERIES DIVISION

.....
HEAD, LEGAL SUPPORT UNIT

VIDA AGYEKUM ACHEAMPONG, ESQ
SOLICITOR FOR THE PLAINTIFF
NO. OF SOLICITOR'S LICENSE: GAR 00119/19
TIN: P0002814935

.....
Indorsement to be made within 3 days after service

This writ was served by me at

on the defendant

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).

5-12-19
Filed on... 31/12/19
at...
COURT OF THE
JUDICATURE
ACCRA

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

SUIT NO.

AGRICULTURAL DEVELOPMENT BANK
FINANCIAL CENTRE
3RD AMBASSADORIAL DEVELOPMENT AREA
RIDGE-ACCRA.

PLAINTIFF

VRS.

1. KINGDOM PREMIUM FRUITS LIMITED
2. DR. FELIX KWAME. SEMAVOR
ALL OF ADRHO HOUSE
SAKAMAN – ACCRA

DEFENDANTS

(and also on whom Plaintiff shall direct service)

STATEMENT OF CLAIM

1. The Plaintiff is a bank incorporated under the laws of Ghana, whose authorised business, among others, is to grant loans and other related facilities to customers.
2. The 1st Defendant is a company registered under the laws of the Republic of Ghana and is into the business of fruit processing, with its office situate at ADRHO house, Sakaman, Accra and is a customer of the Plaintiff-Bank.
3. The 2nd Defendant is a shareholding director of the 1st Defendant Company, and executed a Contract of Indemnity in favour of the Plaintiff-Bank to secure and/or guarantee the repayment of the credit facility provided to the 1st Defendant.
4. By separate offer letters and/or credit agreements, the Plaintiff advanced to the 1st Defendant several credit facilities as follows:

- a. A Term Loan of One Million, Five Hundred and Thirty Two Thousand, Seven Hundred and Ninety Ghana Cedis (GHS 1,532,790.00) to be repaid over 60 months at no interest. The said facility was disbursed on 11th October, 2013. (Hereinafter, Facility 1)
 - b. A Term Loan of Four Million, Eight Hundred and Fifty Three Thousand, Three Hundred and Sixty Ghana Cedis, (4, 853,360.00) to be repaid over a period of 60 months at an interest rate of 12.5 % per annum. The facility was disbursed on 11th October, 2013. (Hereinafter, Facility 2)
 - c. A Finance Lease of Eight Hundred Thousand Ghana Cedis, (GHS 800,000.00) to be repaid over a period of 60 months at an interest rate of 12.5% per annum. The facility was disbursed on 7th August, 2014. (Hereinafter, Facility 3)
 - d. A Term Loan of One Hundred Thousand Ghana Cedis, (GHS 100,000.00) to be repaid over a period of 18 months at an interest rate of 12.5% per annum. The facility was disbursed on 10th November, 2014. (Hereinafter, Facility 4)
 - e. A Term Loan of Four Hundred and Eighty Three Thousand, Three Hundred and Forty Six Ghana Cedis, Twelve Pesewas (GHS 483,346.12), disbursed on 28th August, 2014 at an interest rate of 22.92% per annum. (hereinafter, Facility 5)
5. The securities provided for the above facilities were as follows:
- i. First ranking fixed and floating charge in favour of ADB over the Borrower's assets.
 - ii. Unlimited guarantee in favour of ADB by the Borrower's shareholding directors.
 - iii. Assignment in favour of ADB over all of borrower's export proceeds.
 - iv. Charge over the entire Kingdom Premium Fruit Limited (KPF) factory building, plant, machinery and equipment.
 - v. Title to retail bottling line purchased under the lease facility

6. The facilities listed under paragraph 4 above expired on the 11th October, 2018; 11th October, 2018; 7th May, 2019; 10th May, 2016 and 11th October, 2018 respectively.
7. It is important to observe that the 1st Defendant also overdrew its accounts by an amount of GHS 82,626.11 which remains owed and due to be paid.
8. As of 11th October, 2018, the date of expiry of the Facility 1 loan, no payments had been made on Facility 1. The facility was to be repaid over a 48 monthly instalments, which the Defendants failed to do. Anytime a monthly instalment fell due and became owing, it started to attract interest at the prevailing commercial rate and has continued to attract interest from the date of expiry.
9. Plaintiff states that the Defendants have failed, refused and/or neglected to make due their indebtedness to the Plaintiff bank despite several entreaties on them.
10. That the Defendants would not settle their indebtedness to the plaintiff unless compelled by the honourable court to do so.
11. Wherefore and in the circumstances, the Plaintiff claims against the Defendants jointly and severally as follows:
 - i. An order for the recovery of the amounts of :
 - a. GHS 2,104,706.75 being outstanding balance from Facility 1 with interest at the commercial rate from 22nd November, 2019 till date of final payment.
 - b. GHS 8,581,878.65 being outstanding balance from Facility 2 with interest at 12.5% per annum from 22nd November, 2019 till date of final payment
 - c. GHS 1,344,110.76 being outstanding balance from Facility 3 with interest at 12.5 % from 22nd November, 2019 till date of final payment

- d. GHS 93, 038.11 being outstanding balance from Facility 4 with interest from 22nd November, 2019 till date of final payment
- e. GHS 1,511, 561.88 being outstanding balance from Facility 5 with interest from 22nd November, 2019 till date of final payment
- f. GHS 82,626.11 being the overdrawn balance with interest at the commercial rate from 22nd November, 2019 till date of final payment

Or in the alternative,

ii. An order for the judicial sale of the following securities:

- a. All of Borrower's assets over which it created fixed and floating charge in favour of the Plaintiff-Bank.
- b. The entire Kingdom Premium Fruit Limited (KPF) factory building, plant, machinery and equipment.
- c. Retail bottling line purchased under the lease facility.

iii. Damages for breach of contract; and costs: being costs of and incidental to this suit.

DATED AT THE AGRICULTURAL DEVELOPMENT BANK LIMITED OFFICES (LEGAL SUPPORT UNIT), 2ND FLOOR, ACCRA FINANCIAL CENTER, 3RD AMBASSADORIAL DEVELOPMENT AREA, RIDGE ACCRA, THIS 29TH DAY OF NOVEMBER 2019

AGRICULTURAL DEVELOPMENT BANK LTD.
MONITORING AND RECOVERIES DIVISION

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HEAD, LEGAL SUPPORT UNIT

VIDA AGYEKUM ACHEAMPONG, ESQ
SOLICITOR FOR THE PLAINTIFF
NO. OF SOLICITOR'S LICENSE: GAR 00119/19
TIN: P0002814935

THE REGISTRAR
HIGH COURT (COMMERCIAL DIVISION)
ACCRA

AND TO THE ABOVE-NAMED DEFENDANTS