



REPUBLIC OF GHANA

WRIT OF SUMMONS

IN THE HIGH COURT OF JUSTICE  
COMMERCIAL DIVISION, ACCRA

CM/RP/C/0122/2021  
SUIT NO.

BETWEEN

REDINGTON GULF FZE  
PLOT NO. S 30902 SOUTH ZONE  
JEBEL ALI FREE ZONE  
DUBAI, UAE

Plaintiff

AND

COMPU GHANA LIMITED  
MARK COFIE HOUSE  
OXFORD STREET OSU  
ACCRA - GHANA

Defendant

(PLAINTIFF TO DIRECT SERVICE)

To

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

REDINGTON GULF FZE

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.

COMPU GHANA 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 09-11-2020 day of 2020

Chief Justice of Ghana 12-3-2021

ANIN YEBOAH

NB: This writ is to be renewed 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).

## STATEMENT OF CLAIM

The Plaintiff claims against the Defendant as follows:

- a. The payment of Two Hundred and Twenty Eight Thousand Nine Hundred and Eight Five United States Dollars (USD\$229,417.59) being the outstanding indebtedness of the Defendant to the Plaintiff from 2<sup>nd</sup> April 2019;
- b. Interest on relief (a) at the prevailing commercial rate from 2<sup>nd</sup> April 2019 until date of final payment;
- c. Costs inclusive of solicitor's fees; and
- d. And any other relief (s) this Honourable Court may deem meet.

DATED IN ACCRA THIS

9<sup>th</sup> DAY OF NOV.

2020

MINKAH PREM & CO.  
Box 14951, Accra, Akosombo House  
2<sup>nd</sup> Floor, Emmause 2<sup>nd</sup> Close  
LABONE, ACCRA  
SOLICITORS FOR PLAINTIFF  
TIN NO. P000242194  
Tel: 011-302781624, 767114  
Fax: 233 - 302781624

This writ was issued by

WALLACE BRUCE-CATHLINE

Whose address for service is

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

Agent for

PLAINTIFF

Lawyer for the Plaintiff; WALLACE BRUCE-CATHLINE who resides at ACCRA

And whose licence No. is GAR 02463/20.

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. AD 2020**

SUIT NO.:

REDINGTON GULF FZE  
PLOT No. S 30902 SOUTH ZONE  
JEBEL ALI FREE ZONE  
DUBAI, UAE

PLAINTIFF

VRS.

FILED 09-11-2020  
at 12:37 am/pm  
Registrar  
COMMERCIAL DIVISION OF THE  
HIGH COURT ACCRA

COMPU GHANA LIMITED  
MARK COFIE HOUSE  
OXFORD STREET OSU  
ACCRA-GHANA

DEFENDANT

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**STATEMENT OF CLAIM**

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1. The Plaintiff is Limited Liability Company registered under the laws of the Republic of the United Arab Emirates and a licensed supplier of products from the Hewlett-Packard Company (HP) for Africa.
2. The Defendant who is a customer of the Plaintiff, is also a Limited Liability Company registered under the laws of the Republic of Ghana; and engaged in the retail of computers and computer accessories.
3. The Plaintiff avers that the relationship it has with the Defendant was such that it supplies the Defendant with various computer products and accessories on a revolving credit basis spanning between the period of 2018 to 2019.
4. In continuation of the above paragraph, the Plaintiff further avers that per invoice numbers 8110015133, 8110015137, 8110015287 dated 31<sup>st</sup> January 2019, and invoice number 8110015581 dated 12<sup>th</sup> February, 2019, it (Plaintiff) agreed to supply the Defendant with computers and computer accessories on credit basis.



5. The Plaintiff says that as a term of the agreement, payments were to be made 30 days from the date of invoice.
6. The Plaintiff says that all goods to be supplied under the referred invoices were shipped and received by the Defendant respectively, with the Defendant acknowledging receipt of all the goods supplied.
7. The Plaintiff avers that over the period, the total value of goods supplied and/or shipped to the Defendant under the referenced invoices, amounts to the sum of US\$470,664.56; and that with the Defendant having reduced part of the said sum, there is currently an outstanding balance of US\$ 229,417.59 remaining and payable on its (Defendant) account.
8. The Plaintiff avers further that although the due date for payment has long elapsed, the Defendant continually refuse, neglect and/or fail to pay the outstanding sum of US\$ 229,417.59 owed the Plaintiff, and in so doing has breached the agreement between the parties (Plaintiff and Defendants).
9. The Plaintiff says that all notices and reminders to the Defendant to pay off the said indebtedness have gone unheeded and the Defendant has evinced a clear intention not to settle its indebtedness to the Plaintiff.
10. The Plaintiff says, therefore, that the Defendant shall continue to default on payment of its indebtedness to the Plaintiff unless compelled by this Honourable Court to pay off the outstanding debt.

**WHEREFORE** the Plaintiff claims against the Defendant as follows:

- a. The payment of Two Hundred and Twenty Nine Thousand Four Hundred and Seventeen United States Dollars, Fifty Nine Cents (US\$ 229,417.59) being the outstanding indebtedness of the Defendant to the Plaintiff as at 2<sup>nd</sup> April 2019;
- b. Interest on the above sum, at the Current Dollar Commercial Rate (or at the Prevailing Bank Rate on the Cedi equivalent) from 2<sup>nd</sup> April 2019 until date of final payment;
- c. Costs inclusive of solicitor's fees; and
- d. And any other relief (s) this Honourable Court may deem meet.

DATED IN ACCRA THE

9<sup>th</sup>

DAY OF NOV.

2020

MINKAH BKFM & CO.  
Box 14951, Accra - Akosobo House  
No. 3, Emmause 2nd Close  
Labone - Accra

.....  
TEL: 0773-302-781625, 781627, 767114  
FAX: 333-302-781624  
**SOLICITORS FOR PLAINTIFF**  
**WALLACE BRUCE-CATHLINE**  
**LICENSE NO.: GAR/02463 / 20**

THE REGISTRAR  
HIGH COURT  
COMMERCIAL DIVISION  
ACCRA

AND FOR SERVICE ON THE ABOVE-NAMED DEFENDANT

# JUDICIAL SERVICE

RECEIPT  
TO BE HANDED  
TO PAYEE



Republic of Ghana

No.19/0649399

## GENERAL COUNTERFOIL RECEIPT

Station.....

Date:.....

GH¢ 20.00 Gp

\*Cheque No  
Money/Postal Order No } .....

Received from.....

the sum of.....

Ghana Cedis and..... Ghana pesewas on account of.....

\*Delete where inapplicable

Signed



# JUDICIAL SERVICE

RECEIPT  
TO BE HANDED  
TO PAYEE



Republic of Ghana

No.19/

0000635

GENERAL COUNTERFOIL

RECEIPT

Station.....

Date:.....

GH¢

Gp

\*Cheque No

Money/Postal Order No }

Received from.....

the sum of.....

Ghana Cedis and.....

Ghana pesewas on account of

\* Delete where inapplicable

Signed