



WRIT OF SUMMONS

CMRPC 0122 2021

IN THE HIGH COURT OF JUSTICE COMMERCIAL DIVISION, ACCRA

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 in 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 59

2020

Chief Justice of Ghana

ANIN YEBOAH

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 renewed. ACCRA

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

he desire give notice of appearance by post.

A defendant appearing personally may, if

^{*}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 2nd April 2019;
- b. Interest on relief (a) at the prevailing commercial rate from 2nd 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 THI	s 9th	DAY OF	NOY.	MINK POX 1	2020 AH PRE- 4951, ACCO ORS FOR	PLAIN	O. House 652 FIEP7 767114
This writ was issued by	WALL	ACE BRU	CE-CATḤLI	NE Fax:	233 - 302	781624	
Whose address for service			O & CO, AK CLOSE, LAB			BERS, N	03
Agent for	PLAIN	TIFF					
Lawyer for the Plaintiff; 'And whose licence No. is			THLINE who	resides a	t ACCRA		
	Indorsement	to be made	e within 3 day	ys after se	rvice		
This writ was served by n	me at						
On the day of	of						
Endorsed the	lay 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.:

PLAINTIFF

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

VRS.

COMPU GHANA LIMITED MARK COFIE HOUSE OXFORD STREET OSU ACCRA-GHANA at 202

DEFENDANT

STATEMENT OF CLAIM

- 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.
- 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 31st January 2019, and invoice number 8110015581 dated 12th 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 2nd April 2019;

 Interest on the above sum, at the Current Dollar Commercial Rate (or at the Prevailing Bank Rate on the Cedi equivalent) from 2nd 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

9th

DAY OF NOV.

2020

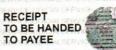
SOLICIFORS FOR PLAINTIFF
WALLACE BRUCE-CATHLINE

LICENSE NO.: GAR/02463 / 20

THE REGISTRAR
HIGH COURT
COMMERCIAL DIVISION
ACCRA

AND FOR SERVICE ON THE ABOVE-NAMED DEFENDANT

JUDICIAL SERVICE





No.19/0649399

Station. Station. GENERAL COUNTERFOIL RECEIPT

Date: 1 1 222

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RECEIPT TO BE HANDED TO PAYEE





Signed

* Delete where inapplicable

GENERAL COUNTERFOIL RECEIPT

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