



REPUBLIC OF GHANA

WRIT OF SUMMONS

IN THE COMMERCIAL COURT, ACCRA

BETWEEN

**BANK OF AFRICA – GHANA LIMITED**  
**(FORMERLY AMALGAMATED BANK LTD.)**  
**HEAD OFFICE**  
**FIRST FLOOR, BLOCK A & B**  
**THE OCTAGON**  
**INDEPENDENCE AVENUE**

Plaintiff

AND

**1. LISANDRA COMPANY LIMITED**  
**OPPOSITE ADABRAKA CENTRAL MOSQUE**  
**JONES NELSON ROAD**  
**ACCRA**

Defendants

**2. SARFO-AGYEMANG**  
**OPPOSITE ADABRAKA CENTRAL MOSQUE**  
**JONES NELSON ROAD**  
**ACCRA**

(PLAINTIFF TO DIRECT SERVICE)

To

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

**BANK OF AFRICA – GHANA LIMITED**  
**(FORMERLY AMALGAMATED BANK LTD.)**

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.

1. LISANDRA COMPANY LIMITED
2. SARFO-AGYEMAN

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

Dated this 20th day of August 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.

WIS - 1000  
HR - 200  
OIR - 120  
SLC - 30  
DCC - 10  
AF - 10

SUIT NO.

20-8-2019 CM/BFS/1206/2019

## STATEMENT OF CLAIM

The Plaintiff claims against the Defendants jointly and severally as follows:

- a. An order compelling the Defendants to pay the sum of GHC81,883.59 being the outstanding debt owed the Plaintiff by the Defendants as at 31st December 2016 on the Facility.
- b. Interest on the above sum at the total contractual rate of 32.2% per annum from 1st January 2017 till date of final payment;
- c. In addition to relief (b) above, Penal interest of 6% per annum from 1st January 2017 till date of final payment.
- d. Cost
- e. Any other remedy that this court deems fit.

DATED IN ACCRA THIS

DAY OF

2019  
MINKAH PREMIO & CO.  
Box 1495, Accra - Akosombo House  
No. 3, Emmause 2<sup>nd</sup> Close, Labone, Accra  
SOLICITORS FOR PLAINTIFF  
TIN NO: P0002906511627,767114  
Tel: 438-402-701627

This writ was issued by

NANA AMA STEPHENS (MRS.)

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; NANA AMA STEPHENS (MRS.) who resides at ACCRA

And whose licence No. is GAR 21269/19.

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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 SUPREIOR COURT OF JUDICATURE**  
**IN THE HIGH COURT OF JUSTICE**  
**COMMERCIAL DIVISION**  
**ACCRA-AD 2019**

SUIT NO:

**BANK OF AFRICA  
(FORMERLY: AMALGAMATED BANK LIMITED)  
1ST FLOOR, BLOCK A&B, THE OCTAGON,  
INDEPENDENCE AVENUE  
ACCRA**

**VRS**

**1. LISANDRA COMPANY LIMITED  
OPPOSITE ADABRAKA CENTRAL MOSQUE  
JONES NELSON ROAD  
ACCRA**

**2. SARFO-AGYEMANG  
OPPOSITE ADABRAKA CENTRAL MOSQUE  
JONES NELSON ROAD  
ACCRA**

.... **PLAINTIFF**  
Filed on 20-8-2019  
at 2:55 pm am/pm  
..... Registrar  
COMMERCIAL DIVISION OF THE  
HIGH COURT, ACCRA

.... **DEFENDANTS**

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**STATEMENT OF CLAIM**

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1. The Plaintiff is a Bank registered and incorporated under the laws of the Republic of Ghana. ✓
2. The 1<sup>st</sup> Defendant is also a Limited Liability Company registered under the laws of the Republic of Ghana and a customer of the Plaintiff. ✓
3. The 2<sup>nd</sup> Defendant is a Guarantor to the 1<sup>st</sup> Defendant.
4. The Plaintiff avers that in an Offer Letter dated 13<sup>th</sup> December 2010, it granted an Overdraft Facility of GHC40,000.00 to the 1<sup>st</sup> Defendant at an interest rate of 32.2% per annum for a period of 30 days. ✓
5. The Plaintiff further avers that per the terms of the said Offer Letter, it was agreed that the 1<sup>st</sup> Defendant on failing to meet any payment, due dates and/or accrued interest on any amount payable, the Plaintiff was to charge a penal interest of 6% per annum. ✓
6. The Plaintiff avers that as security for the facility, the 1<sup>st</sup> Defendant agreed to assign its Sales Proceeds to the Plaintiff evidenced by an Assignment of Sales Proceeds agreement executed on the 13<sup>th</sup> of December 2010, by the Parties. ✓

7. The Plaintiff further avers that again as a security for the facility, the 2<sup>nd</sup> Defendant on the 13<sup>th</sup> of December 2010, gave a Personal Guarantee to the Plaintiff that the facility would be fully repaid on or before the due date and that where there was any default on the part of the 1<sup>st</sup> Defendant, the 2<sup>nd</sup> Defendant was to be personally liable.
8. The Plaintiff avers that there has been an event of default as the 1<sup>st</sup> Defendant has since 31<sup>st</sup> December 2016 failed refused and/or neglected to repay the loan; with the facility being outstanding.
9. The Plaintiff says that all demands made on the Defendants to settle their indebtedness to the Plaintiff has fallen on deaf ears, and that as at 31<sup>st</sup> December 2016, the 1<sup>st</sup> Defendant's total indebtedness to the Plaintiff stood at GHC84,882.59 a sum which continues to attract interest.
10. The Plaintiff says that through its Solicitors, Demand Notices were sent to the Defendants on 24<sup>th</sup> June 2019 demanding the payment of the sum of GHC 84,883.59, but till date the Defendants have failed to make do their obligation to the Plaintiff.
11. The Plaintiff avers that unless the Defendants are compelled by this Honourable Court to pay the sum outstanding on the loan, the Defendants will continue to be in their default.

**WHEREFORE THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS JOINTLY AND SEVERALLY AS FOLLOWS;**

- a. An order compelling the Defendants to pay the sum of GHC81,883.59 being the outstanding debt owed the Plaintiff by the Defendants as at 31<sup>st</sup> December 2016 on the Facility.
- b. Interest on the above sum at the total contractual rate of 32.2% per annum from 1<sup>st</sup> January 2017 till date of final payment;
- c. In addition to relief (b) above, Penal interest of 6% per annum from 1<sup>st</sup> January 2017 till date of final payment.

d. Cost

e. Any other remedy that this court deems fit.

DATED AT MINKAH-PREMO & CO., ACCRA THIS.....<sup>20<sup>th</sup></sup> DAY OF.....<sup>August</sup> 2019.

MINKAH-PREMO & CO.  
Box 14951, Accra - Akasombo House  
No. 1 Emmanuel 2nd Floor

.....  
**SOLICITOR FOR THE PLAINTIFF**  
**NANA AMA STEPHENS (MRS)**  
**LICENSE No: GAR/21269/19**

**THE REGISTRAR**  
**HIGH COURT**  
**COMMERCIAL DIVISION**  
**ACCRA**

**AND FOR SERVICE ON THE ABOVE NAMED DEFENDANTS AT THEIR STATED  
ADDRESSES**