

IN THE FAMILY AND JUVENILE COURT 'C' AT THE FORMER COMMERCIAL COURT BUILDING, ACCRA, HELD MONDAY THE 24<sup>TH</sup> DAY OF OCTOBER 2022 BEFORE HER HONOUR HALIMAH EL-ALAWA ABDUL-BAASIT SITTING AS AN ADDITIONAL MAGISTRATE WITH MADAM LOVEGRACE AHALIYAH AND MADAM PHILOMENA SACKY AS PANEL MEMBERS

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SUIT NO. A6/93/23

MERCY OGBAJIE  
SUKURA, ACCRA

APPLICANT

VS

IBRAHIM LAMPTEY  
CLEFE-AGEGE, ACCRA

RESPONDENT

**Parties present**  
**No legal representation for both parties**

### CONSENT JUDGMENT

The Applicant on the 22<sup>nd</sup> of August 2022 filed an Application praying for the following reliefs;

1. An Order for custody of the issues to be awarded to the Applicant.
2. An Order for the Respondent to maintain the Four (4) issues with an amount of Two Thousand Ghana Cedis (Ghc2, 000.00) monthly subject to a yearly review from the date of Judgment.
3. An Order directed at the Respondent to pay for the school fees, medical bills and all other educational expenses of the issues herein as and when they fall due.

4. An Order directed at the Respondent to provide accommodation for the Applicant and the issues.
5. Any other Order(s) this Honourable court may deem fit.

**DETERMINATION:**

The matter came up for hearing on the 19<sup>th</sup> of September, 2022 but the court observed that the Respondent was yet to file his Affidavit in Opposition and therefore ordered the Respondent to file same on or before the 30<sup>th</sup> of August 2022. The Court further observed that the parties were amenable to settlement and therefore referred the parties to the Court Connected Alternative Resolution Dispute Centre to attempt an amicable resolution of the dispute.

*Terms of Agreement*

Before the Court is an ADR Terms of Agreement dated 27<sup>th</sup> September 2022, where the parties agreed on the following:

**1. Custody:**

That the Applicant shall have custody of the children.

**2. Access:**

That the Respondent shall have access to the children during school vacations.

**3. Education:**

That the Respondent shall pay the children's school fees, cost of textbooks and exercise books as well as school feeding fees.

**4. Health:**

The Applicant shall renew the child's Health Insurance under the National Health Insurance Scheme (NHIS) anytime it falls due and the Respondent shall pay all the medical bills not covered by NHIS.

**5. Maintenance and Accommodation:** The parties were however unable to agree on the issue of maintenance and same was referred back to court for a determination.

**BY COURT:**

**Maintenance:** The Respondent is hereby ordered to maintain the children monthly with an amount of **One Thousand Two Hundred Ghana Cedis (Ghc1, 200.00)** and same should be paid into court within the first week of every month with effect from November, 2022.

**Accommodation:** the Parties are to share the rent equally with the Applicant paying Fifty percent (50%) with the Respondent paying the remaining Fifty percent (50%) and the Respondent is to pay his portion of the rent on or before the 31<sup>st</sup> of December 2022.

Consequently, the Terms of Agreement dated 29<sup>th</sup> September 2022, signed by parties before the Mediator; MADAM DORIS KOTEY and confirmed by both parties is hereby adopted and entered as **Consent Judgment**. The Parties shall do well to abide by the Terms so agreed in the best interest of the child.

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**H/H HALIMAH EL-ALAWA ABDUL-BAASIT.**  
**PRESIDING JUDGE**

**I AGREE**

**I AGREE**

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**MADAM LOVEGRACE AHALIJAH  
PANEL MEMBER**

**MADAM PHILOMENA SACKY  
PANEL MEMBER**