STHE SUPERIOR COURT OF JUDICATURE

IN THE SUPREME COURT

ACCRA-AD 2019

CORAM: DOTSE, JSC (PRESIDING)
APPAU, JSC
PWAMANG, JSC
MARFUL-SAU, JSC
KOTEY, JSC

CIVIL MOTION
SUIT NO. J8/07/2020

11TH DECEMBER 2019

SAMUEL BAIDOO …… PETITIONER/APPELLANT/APPELLANT/RESPONDENT

VRS

BEATRICE BAIDOO …… RESPONDENT/RESPONDENT/RESPONDENT/APPLICANT

RULING

DOTSE, JSC:-

By this application, the Respondent/Respondent/Respondent/Applicant, hereafter referred to as the Applicant is seeking clarification of the judgment of the Circuit Court, dated 31st day of October 2012, which the parties compromised by settlement reached and filed in the Supreme Court.

In an affidavit sworn to by the Applicant in support of this application which has been premised on portions of the Circuit Court judgment referred to supra and this states as follows:-

> *"I further order that the Dansoman property be valued and the Respondent be given twenty percent (20%) converted into cash, as her contribution seeing as this has always been the intention of the Petitioner." Emphasis*

The Applicant in further support of the Application, deposed to an affidavit in paragraphs 6, 7 and 8 as follows:-

6. "That aggrieved by the judgment of the Circuit Court, the Petitioner appealed to the Court of Appeal which unanimously dismissed the appeal as being without merit. Copy of the judgment of the Court of Appeal is hereto attached and marked Exhibit "C".
7. That the Petitioner further appealed against the judgment of the Court of Appeal to the Supreme Court.
8. **That when the appeal got to the Supreme Court, it ended up in the parties agreeing and signing the Terms of Settlement which was filed on 16th February, 2018. Copy of the said Terms of Settlement is attached and marked "Exhibit D". Emphasis**

The Applicant has further deposed to the fact that, the valuation of the property cannot be done by the Architectural and Engineering Services Corporation (AESL) because the Petitioner/Appellant/Appellant/Respondent, hereafter referred to as the Respondent has unilaterally altered the property from a Hostel to a fully operational medical center.

The Applicant complains that it is this conduct of the Respondent that has necessitated the request for this application.

The Respondent has opposed the application. In paragraphs 3, 4, 5 and 6 of the Respondent's affidavit in opposition, the Respondent deposed to as follows:-

3. **That when I filed an appeal to this Honourable Court, the parties herein agreed to settle the matter and subsequently filed the Terms of Settlement at the registry of this court on the 16th day of February 2018. This settlement has been attached to the Applicant's motion as "Exhibit D". Emphasis**
4. That in paragraph 2 (iii), **"the Respondent is to receive 20% of the hostel business established and operated by the parties at Dansoman, Accra.**
5. That both parties and their respective lawyers have executed the Terms of Settlement and it is binding on the parties herein.
6. That the issue for which the Applicant is seeking confirmation has already been clarified in the Terms of Settlement supra and does not therefore need any further confirmation or clarification."

We have perused all the processes filed by the respective parties as well as the exhibits and all the relevant judgments.

We have also taken into consideration the submission of learned counsel for the parties, Mr. Dick Anyadi for the Applicant and Senyo Pongo for the Respondent on the reception of arguments in this case.

From the terms of settlement that the parties signed, executed and filed in the Supreme Court on the 16th day of February 2018, we observe the following relevant provisions, relating to the Dansoman House, the subject matter of this application. This reads as follows:

> *"The Respondent to receive 20% of the hostel business established and operated by the parties at Dansoman, Accra"*

Our understanding is that, the parties themselves have agreed that the Applicant's share in the Dansoman House which was then being operated as a hostel is 20%. The Respondent fully knew of the said provisions but unilaterally went ahead to make extensive renovations to the said property without any input from the Applicant. We are therefore of the considered view that, the meaning of the terms of settlement in relation to the Dansoman house is that, the Applicant at all material times has 20% interest in whatever the property is being used for.

Accordingly, we direct that the AESL should undertake a valuation of the Dansoman House in it's present form and the Applicant will be entitled to 20% of the proceeds therein whilst the Respondent is entitled to 80% as previously agreed upon.

The application thus succeeds in terms of the clarification and or interpretation stated supra.

SGD. V. J. M. DOTSE

(JUSTICE OF THE SUPREME COURT)

SGD. Y. APPAU
(JUSTICE OF THE SUPREME COURT)

SGD. G. PWAMANG
(JUSTICE OF THE SUPREME COURT)

SGD. S. K. MARFUL-SAU
(JUSTICE OF THE SUPREME COURT)

SGD. PROF. N. A. KOTEY
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