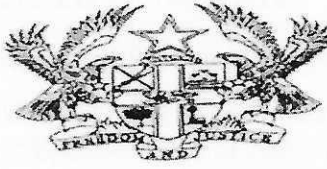


G204



REPUBLIC OF GHANA
WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM ACCRA 25/01/23 20..... SUIT No. G2/0423/2023

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE (GENERAL JURISDICTION)
ACCRA AD - 2023

BETWEEN

DEBORAH SEYRAM ADABLAH
H/NO. GL-010-0745
LABADI- ACCRA

PLAINTIFF

VRS.

- 1. ERNEST KWASI NIMAKO
EMEFS ESTATE
MATAHEKO
- 2. FIRST ATLANTIC BANK
1 SEVENTH AVENUE,
RIDGE WEST, ACCRA.
(PLAINTIFFS WILL DIRECT SERVICE)

DEFENDANTS

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

DEBORAH SEYRAM ADABLAH

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 the entered for you.

- 1. ERNEST KWASI NIMAKO
- 2. FIRST ATLANTIC BANK

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

- 1. ERNEST KWASI NIMAKO
- 2. FIRST ATLANTIC BANK

Dated this 23rd day of Jan

20..... ANIN YEBOAR



Chief Justice of Ghana

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 the renewal

The defendant may appear hereto by filing a notice of appearance either personally or by lawyer at Form 5 at the Registry of the Court of issue of the writ at post

A defendant appearing personally may, if he desires, 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).

25/01/23

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE (GENERAL JURISDICTION)
ACCRA AD – 2022

Filed on 23/07/23
at 9:10 am
Registrar
HIGH COURT
ACCRA

SUIT NO.

BETWEEN

DEBORAH SEYRAM ADABLAH
H/NO. GL-010-0745
LABADI- ACCRA

PLAINTIFF

VRS.

DEFENDANTS

1. ERNEST KWASI NIMAKO
EMEFS ESTATE
MATAHEKO
2. FIRST ATLANTIC BANK
1 SEVENTH AVENUE,
RIDGE WEST, ACCRA.

STATEMENT OF CLAIM

1. Plaintiff is an unemployed woman residing at Labadi, Accra.
2. 1st Defendant is a director of finance working with the 2nd Defendant bank's Head Office in Accra.
3. 2nd Defendant is a bank and or financial institution registered under the laws of the Republic of Ghana with its registered office in Accra and is the employer of the 1st Defendant, and also where the plaintiff worked as a National Service personnel until her exit from the bank.
4. Plaintiff avers that, between her and the 2nd Defendant, she worked with the 2nd Defendant bank as a National Service personnel and the 1st Defendant was her superior as the Chief Finance Officer (CFO) at the 2nd Defendant bank.
5. Plaintiff avers that in or about 10/10/2020, she was posted to the 2nd Defendant bank Head Office to do her National Service where the 1st Defendant worked as the Head of Finance department designated as the Chief Finance Officer (CFO).
6. Plaintiff avers that during her national service work, she and the 1st Defendant entered into a **Parlor relationship**. Plaintiff avers that, the relationship started as a result **of a persistent sexual harassment and abuse by the 1st Defendant, a superior officer who wielded a lot of power which the plaintiff finally gave in without** which she would have found working in the 2nd Defendant office a nightmare.
7. Plaintiff avers that, when she started working with the 2nd Defendant bank, she observed persistent sexual harassment by senior male officers against female workers of the bank and if you failed to give in to their demands, your life in the bank is made unhappy, uncomfortable and unfriendly to work in. Plaintiff avers

that, virtually every senior manager has a girlfriend in the bank and they change the ladies at their will to the knowledge of the managers of the 2nd Defendant bank. They also use we the female staff to make advances to very rich customers with a view to sleeping with them and getting them to open accounts with the bank to the detriments of the female staffs.

8. Plaintiff avers that, it is against this background of persistent sexual harassment and abuse by the 1st Defendant on the plaintiff, while the 2nd Defendant looked on without taking measures to eliminate same but encouraged same by her acts of omission that plaintiff had no alternative than to fall prey in the hands of the 1st Defendant and gave in to a Parlor relationship with the 1st Defendant. Plaintiff avers that, the 2nd Defendant as her employer owed her a duty of care which 2nd Defendant failed her, and worst still, 2nd Defendant also pushed her to reach out to male customers to bait them with sex in exchange of opening accounts with the bank.
9. Plaintiff avers that, her Parlor relationship was open and known to almost all the workers in the 2nd Defendant bank and to the 2nd Defendant. Not only was the 2nd Defendant aware the plaintiff engaged in this unholy and unhealthy work relationship, it was the order of the day in the 2nd Defendant bank which the 2nd Defendant looked on without protecting his/her female workers and in this case the Plaintiff.
10. Plaintiff avers that, at the time she came in as a National Service personnel, there was a female married woman worker who was also harassed and gave in, and it was an open secret in the bank known by all the workers and no one can question same since you stand to lose your job with the 2nd Defendant bank.
11. Plaintiff avers that, no employee is prepared to testify to this effect since all of them fear losing their jobs, and this is a single battle the plaintiff undertakes to fight with the hope that many female workers will be liberated from their bondage. Plaintiff avers that, at all material times, the 2nd Defendant owed a duty of care to its employees especially female employees who were perpetually sexually harassed and abused in the workplace to the knowledge of the 2nd Defendant who looked on and encouraged same since all the top executives were involved in this sex matches, with the Plaintiff's own with the 1st defendant.
2nd defendant under the Labour Act of Ghana owed some duties towards her employees and the employees had rights which were violated by the 2nd defendant.
12. Plaintiff avers that she was not the only person engaged to do National Service for the period. She had other colleagues who were also doing National Service about the same time. Plaintiff avers that when the National Service was about to come to an end, the National Service personnel and especially the plaintiff and her colleagues were about to be engaged as Contract Employees by the bank.
13. Plaintiff avers that the 1st defendant having abused his position as Chief Finance officer (CFO) harassed Plaintiff into accepting a parlor relationship and succeeded in persuading Plaintiff to agree to exit the bank i.e. First Atlantic Bank in spite of the fact that she and her colleagues had an opportunity to continue as Contract Staff so that they could continue the parlor relationship at an enticing consideration.

14. Plaintiff with all the assurances from the 1st defendant to exit the bank and not take up a contract and in return for that 1st defendant made representations and assurances to the plaintiff to the effect that he will give the plaintiff the following:
- Lump sum working capital to start business.
 - Pay for her accommodation/Rent for 3 years
 - Buy her a car
 - Pay her GHc 3,000.00 a month.
 - Buy plaintiff a ring.
 - Pay her medical and other Bills including paying for her to undergo a family planning treatment so that she will not give birth in the short term.
 - To marry Plaintiff after divorcing his wife in the course of their parlor relationship since 1st Defendant's relationship with his wife was challenged, with irreconcilable differences and the marriage had broken down beyond repairs and or reconciliation.
Generally to take care of the plaintiff.
15. Plaintiff avers that on the strength of these representations; when her colleagues were engaged on Contract, she did not even apply to take up the Contract appointment and exited upon the end of her National Service in July 2021. Plaintiff also agreed to engage in the Parlor relationship with the 1st defendant pending marriage.
16. Plaintiff avers that having undertaken and indeed and in fact agreed to carry out her part of the bargain as stated in paragraph 14 and 15 herein, the 1st defendant also agreed to execute his part of the bargain.
17. Plaintiff avers that true to the 1st defendant's representations and assurances, he provided the Plaintiff with a 2-bed room accommodation at a rental value of GHc 1,500 per month and paid the first-year rent leaving an outstanding 2 years rent of H/No.GL-010-0745 Labadi, Accra which the plaintiff is still occupying, at the time of issue of this Writ which is due to be renewed. Indeed, Plaintiff has now been taken to the rent control for ejection.
18. Plaintiff avers that 1st defendant also started paying the Plaintiff a monthly stipend/allowance/ salary of GHc 3,000 per month and has been paying same until July 2022 when the parties started having differences and the 1st Defendant is now in arrears of payment at the time of issuing this Writ.
19. 1st Defendant also asked the Plaintiff to go and look for a car for herself so that he will pay for it. Plaintiff therefore contacted a Car dealer and got a car i.e. Honda Civic a home used and unregistered car. Plaintiff bargained for it at the cost of GHc 120,000 which plaintiff referred the car dealer to the 1st defendant who paid for the car, registered it and handed the keys over to the Plaintiff which she has been driving for a little over a year now.
20. Plaintiff further avers that the 1st Defendant to ensure that he monitored Plaintiff's movement and to have a monopoly over her, installed a monitoring device i.e., a tracking device in Plaintiff's car and monitored plaintiff everywhere she went even if he is out of the country he monitors plaintiff from outside and can at his beck and call stop the car whenever he wanted.

21. Plaintiff avers that, in furtherance of the 1st Defendant wanting to have sexual intercourse with her without protection from 1st defendant, he put the plaintiff to a risky medical family planning treatment even though, the parties knew the risk entailed which she brought to the attention of the 1st Defendant. 1st Defendant therefore paid for Plaintiff's family planning treatment at Marie Stopes Clinic Kokomlemlé, Accra and also paid for her medical bills each time she faces the effect of the Family Planning injection which made her to bleed excessively. Recently Plaintiff was faced with similar excessive bleeding and contacted the 1st Defendant to finance the treatment which he ignored. Plaintiff has been having complications and has been visiting specialist at both Trust Hospital and 37 Military Hospital for treatment.
22. Plaintiff at very late-night hours on the instructions of the 1st defendant had to pretend to be a secretary in the office called Emefa whenever the 1st Defendant's wife called, all to confirm to the plaintiff that, his marriage was indeed challenged. To the extent that the wife contacted the Plaintiff to confirm story.
23. Plaintiff avers that lately she started having problems with the 1st defendant over differences in the way they should continue with their relationship. 1st Defendant wanted to have unnatural carnal knowledge of the Plaintiff but plaintiff refused. This continued severally and the parties' differences continued to widen.
24. Plaintiff avers that there were similar requests from the 1st defendant of varied nature which were not in conformity with societal norms. Plaintiff and the 1st defendant then met and decided to bring an end to their relationship.
25. At one such meeting at Brasa Restaurant the parties reached an Agreement for the 1st Defendant to compensate the Plaintiff. When they reached their agreement at the meeting, Plaintiff fearing that this may in future be denied by either party requested that they record on audio/video of the understanding or agreements reached. Plaintiff and 1st defendant sent text messages to Plaintiff pointing to their understanding and is available and will be tendered at the trial.
26. Plaintiff avers that on one occasion, when 1st defendant was out of the Country in Dubai, 1st Defendant used the tracking device to forcefully stop the car while Plaintiff was driving on the road, which was life threatening. Plaintiff promised to repair the car or be reimbursed by the 1st Defendant, but when plaintiff repaired the car and informed the 1st Defendant, he rather went to the Mechanic and sprayers and showed them documents of the car showing his name as the owner of the car. 1st Defendant insisted to pick the car, but the mechanic, welder and the sprayer will not give him access. Plaintiff avers that, in total a sum of Ghc 10,000.00 was paid to the Welder. Ghc 500.00 was paid for Parts bought by the mechanic and his workmanship Ghc 6500, the sprayer Ghc 3,000.00 and they have failed to issue the Plaintiff receipt despite persistent request to do so.
27. Plaintiff avers that it was only at this point that she realized that the car was not in her name. Plaintiff avers that this surprised her. Plaintiff also instructed the Mechanics/Sprayers to make a report to the Police which they did, but 1st Defendant has threatened them and they will not want to have anything to do with this case.

28. Plaintiff avers that, she instructed her lawyers to discuss with the 1st defendant's lawyers but the 1st defendant was ready to change the papers of the car he purchased for the Plaintiff into the Plaintiff's and also pay some of the medical bills but not all, hence this action.
29. Plaintiff also went herself to make a report to DOWVSU at Police headquarters but the police did not give her the necessary assistance.
30. Plaintiff then instructed her lawyer to take up the brief and plaintiff's lawyer wrote to the 1st Defendant to have the matter amicably resolved, but 1st Defendant failed, refused or neglected to settle.
31. Plaintiff avers that after 1st Defendant received the notice from her Lawyer, 1st Defendant lodged a Complaint of stealing the car at a Police station and was accompanied by the head of 2nd defendant's security called Daniel Afrifa and led the police team to besiege her house, forcefully took the car and towed the car to the Greater Accra Regional Police Station on a working day. Plaintiff has pictures and videos of the 1st Defendant and 2nd Defendant's representative (Daniel Afrifa) who led the police to invade Plaintiff's residence, embarrassed her and put her in a perpetual shock lowering her reputation before the right-thinking members of her community Labadi-Lamptey George.
32. Plaintiff was surprised to know that she was being charged for stealing the car 1st defendant bought for her during their relationship. Plaintiff wrote her Statement and the police after going through the Statement met both parties which included the head of 2nd Defendant's security; Daniel Afrifa who participated actively and at a point challenged the crime officer who condemned the arrest by his officers together with the defendants. The police after listening to the parties came to a determination that the defendants have misled them to act since they thought that was not stealing and they released the car to the Plaintiff.
33. Plaintiff avers that the police and the defendants embarrassed her at her house, her neighbours came looking at her, the police in the process assaulted the Plaintiff and same was reported at the Labadi Police Station. The defendants did all these in bad faith and led the police to maliciously take steps to arrest and prosecute her for an offence defendants knew she did not commit.
34. Plaintiff has since had a shock and this treatment has affected her for some time now and continue to haunt her in her life with fingers being pointed at her as a result of the malicious conduct exhibited by the defendants.
35. Plaintiff avers that, days after, the police released her car to her. The 1st Defendant's lawyer then replied to the Plaintiff lawyer's letter denying the claims.
36. Plaintiff aver that she has been used, abused, maltreated, exploited, deceived, disappointed, failed and insulted by the acts of the defendants. Plaintiff also has severally been threatened by the 1st Defendant verbally and also sent threatening text messages to Plaintiff putting her life in danger and this has been captured in Plaintiff's Statement to the Police.
37. The conduct of the Defendants has injured the Plaintiff and lowered her reputation and standing in her community and also the 1st Defendant has failed to carry

through their understandings, arrangements, promises and or agreement and unless compelled by this honourable Court for the 1st Defendant to honor his part of the bargain he will persist in his permanent refusal.

38. Wherefore, the Plaintiff claims jointly and severally against the defendants as follows:

- a) An order that the 1st defendant transfers title of car No. GC -7899-21 into the name of the plaintiff and or an order directed at DVLA to Register the Car No.GC-7899-21 into the name of the Plaintiff as the owner.
- b) A refund of cost of repairs of Ghc10,000.00 which 1st Defendant promised to refund to the plaintiff but failed.
- c) An order that the Defendants pay to the Plaintiff the following:
 - (i) 1st Defendant pays lump sum money to the plaintiff to enable the plaintiff start a business to take care of herself as agreed by the plaintiff and the 1st Defendant.
 - (ii) 1st Defendant pays the remaining two (2) years rent for Plaintiff's accommodation or to pay same amount for the remaining two (2) years at the same rate at an alternative accommodation.
 - (iii) 1st Defendant to pay the outstanding arrears of Plaintiff's monthly allowance from July 2022 to the date of Judgment and pay all medical expenses as a result of the side effects of the Family Planning treatment.
 - (iv) General damages against the Defendants.
- (d) Any other relief(s) the Court deems necessary including legal cost

Dated in Tema this 20th day of January, 2023

MUHAMMAD & ASSOCIATES
CITIZEN'S CHAMBERS
Attorneys, Barristers, Legal Practitioners
(NOTARY PUBLIC)

MOHAMMED ATTAH ESQ.,
Lawyer for Plaintiff
Licence No.eGAR 01308/23

The Registrar
High Court (General Jurisdiction)
Accra

AND COPY FOR SERVICE ON THE DEFENDANTS HEREIN.