



WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM 21-05-2025 2025 SUIT No. Ne H/c/216/25

IN THE HIGH COURT OF JUSTICE

TAMALE
JUDICIAL AREA - A. D. 2025

BETWEEN

TUDU CENTER FOR LEADERSHIP
AND DEVELOPMENT

Plaintiff*

Bg 488, Tamasco RD, Tamale

UNIVERSITY FOR DEVELOPMENT STUDIES AND
TAMALE

Defendant *

To
AN ACTION having been commenced against you by the issue of this writ by the above-named Plaintiff. TUDU CENTER FOR LEADERSHIP AND DEVELOPMENT

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.

UNIVERSITY FOR DEVELOPMENT STUDIES

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

Dated this 21st day of MAY 2025
MAJESTY OF JUSTICE
MAJESTY OF JUSTICE

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.

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 A defendant appearing personally may, if he desire 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).

STATEMENT OF CLAIM

WHEREFORE the Plaintiff claims from the Defendant as follows:

- I. A declaration that the Defendant has passed off in reverse the Plaintiff's property and/or service—Dance for Education Group.
- II. An order of perpetual injunction restraining the Defendant, its agents, assigns, and privies from further describing or representing the **Dance for Education Group** as affiliated with or owned by the Defendant.
- III. An order directing the Defendant to render a written and public apology on three (3) local radio stations nominated by the Plaintiff and via all official social media handles of the Defendant.
- IV. Damages (including punitive and exemplary damages) assessed at Two Million Ghana Cedis (GHS 2,000,000.00)
- V. Cost (including attorney fees) and
- VI. Any other orders or remedies that the Court may deem fit.

This writ was issued by **ABDUL AZIZ GOMDA ESQ.** **KWADWO AFFRAM ASIEDU & PARTNERS**
whose address for service **Lic. No.: eGAR02297/25** **(PATAWOTUO CHAMBERS)**
is: **KWADWO AFFRAM ASIEDU & PARTNERS** **21 SAMORA MACHEL ROAD**
(PATAWOTUO CHAMBERS) **ASYLUM DOWN, ACCRA**
21 SAMORA MACHEL ROAD **Chambers Licence No.: ePP09719/25**
ASYLUM DOWN, ACCRA



(PATAWOTUO CHAMBERS)
21 SAMORA MACHEL ROAD
ASYLUM DOWN, ACCRA
Chambers Licence No.: ePP09719/25

Agent for **PLAINTIFF**

Address Number and date of lawyer's current licence. **LIC NO. eGAR02297/25**

Lawyer for the plaintiff who resides at **ACCRA**

.....
Indorsement to be made within 3 days after service
.....

This writ was served by me at
on the defendant
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 SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
TAMALE- A.D. 2025

FILED ON 21/05/25
10:02 AM
JUDGE
CLERK

SUIT NO.:

BETWEEN

TUDU CENTER FOR LEADERSHIP AND DEVELOPMENT
BG 488, Tamasco RD, Tamale

PLAINTIFF

AND

UNIVERSITY FOR DEVELOPMENT STUDIES
Tamale

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a youth-focused non-governmental organization incorporated in 2014 to promote educational empowerment and development among the youth in Northern Ghana, particularly in Tamale.
2. The Defendant is a public university established by statute, to among other things, provide higher education and undertake research and promote the advancement and dissemination of knowledge and its application to the needs and aspirations of the people of Ghana, consistent with academic honesty and integrity.
3. In furtherance of its objectives, the Plaintiff launched the Dance for Education Project in 2022 as an unconventional means to promoting education among the youth of Choggu and Wurishe in Tamale. This led to the formation of what has now become known as the Dance for Education Group.
4. The Dance for Education Group is solely owned, trained, managed, and resourced by the Plaintiff and comprises approximately forty (40) trained dancers who perform at public events as a medium for advocating educational and social transformation.

5. With sheer dedication and huge monetary investments, **Dance for Education Group** has trained its dancers with the requisite skills—who have since earned a reputation as one of the very best in the north—to perform at public events of various scales one of such events being the graduation event of the Tamale Technical University.
6. With the **Dance for Education Group's** growing reputation as one of the best cultural dance groups in the north, the Defendant—through its Department of Theatre and Performing Arts—requested for its presence to perform at one of its events. This was somewhere around **February 2024**.
7. The Plaintiff obliged to the Defendant's request and made the necessary logistical and operational arrangements to have the **Dance for Education Group** perform at the Defendant's program.
8. Following the performance by the **Dance for Education Group** at the Defendant's invitation, the Defendant in a deliberate attempt to mislead the public, misrepresented **Dance for Education Group** as its group ostensibly to arrogate to itself the goodwill the Plaintiff has strenuously built through the investment of huge resources.
9. To this end, the Defendant in its internal and external communications, described and styled the **Dance for Education Group** as "**UDS Dance Ensemble**." Thereby misleading the public regarding the ownership and affiliation of the group and representing the **Dance for Education Group** as its own.
10. The Plaintiff, having been made aware of the deliberate misrepresentation by the Defendant portraying **Dance for Education Group** as its own, protested unequivocally. The Head of Department of the Theatre and Performing Arts Department acknowledged its wrongful act, apologized, and assured the Plaintiff that such conduct would not recur.
11. With the assurances given, the Defendant through its Department of Theatre and Performing Arts, proposed a working collaboration with the Plaintiff through what was described as a Memorandum of Understanding.

12. Consequently, the Plaintiff submitted a draft Memorandum of Understanding on **September 3, 2024** to the Defendant to give effect to proposed collaboration but the Defendant never signed same.
13. The Defendant's failure to sign the Memorandum of Understanding notwithstanding, continues to procure the dancers of the **Dance for Education Group** to perform at its events and portraying them as the **'UDS Dance Ensemble'** without the Plaintiff's consent.
14. The Defendant has also outsourced the dancers to other institutions under the name **'UDS Dance Ensemble'** without the consent and approval of the Plaintiff, denying the Plaintiff from revenue amounting to lost income.
15. All attempts to have the Defendant, remedy its wrongful and unlawful acts against the Plaintiff—including a Demand Letter by the Plaintiff's lawyers and dated **April 2, 2025**—have proved futile.
16. The Defendant by its wrongful and unlawful acts against the Plaintiff has passed off in reverse or is passing off in reverse the Plaintiff's property and/or service—the **Dance for Education Group**.

Particulars of reverse passing off

- a. That by misrepresenting the **Dance for Education Group** and/or its members as **UDS Dance Ensemble**, the Defendant intends to have or has actually had the public and the market to believe that **Dance for Education Group** is the Defendant's and the same as **UDS Dance Ensemble**.
- b. That by using the members of **Dance for Education Group** and portraying them as **UDS Dance Ensemble**, the Defendant intends to have or has actually had the public and the market to believe that the two are the same.
- c. That by the said misrepresentation, the Defendant has deprived or intends to deprive the Plaintiff of its business, income, or profit.
- d. That by the said misrepresentation, the Defendant has occasioned or intends to occasion loss of goodwill and reputation of **Dance for Education Group**.

WHEREFORE the Plaintiff claims from the Defendant as follows:

- i. A declaration that the Defendant has passed off in reverse the Plaintiff's property and/or service—**Dance for Education Group**.
- ii. An order of perpetual injunction restraining the Defendant, its agents, assigns, and privies from further describing or representing the **Dance for Education Group** as affiliated with or owned by the Defendant.
- iii. An order directing the Defendant to render a written and public apology on three (3) local radio stations nominated by the Plaintiff and via all official social media handles of the Defendant.
- iv. Damages (including punitive and exemplary damages) assessed at Two Million Ghana Cedis (GHS 2,000,000.00)
- v. Cost (including attorney fees) and
- vi. Any other orders or remedies that the Court may deem fit.

DATED AT THE LAW OFFICES OF KWADWO AFRAM ASIEDU & PARTNERS
(PATAWOTUO CHAMBERS) IN ACCRA THIS 16TH DAY OF MAY 2025.



ABDUL AZIZ GOMDA, ESQ.
Sol. Lic. eGAR02297/25
BP No.: 3000069373
TIN: P0004578317
Lawyer for the Plaintiff

TO:
THE REGISTRAR
HIGH COURT
TAMALE

AND FOR SERVICE ON THE ABOVE-NAMED DEFENDANT