

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(COMMERCIAL DIVISION)
ACCRA – A. D. 2020

SUIT NO. CM/MISC/1161/19

CAL BANK LIMITED
23 INDEPENDENCE AVENUE
ACCRA

PLAINTIFF/APPLICANT

VRS.

DANIEL KOFI YAWSON
TRADING UNDER THE NAME
AND STYLE EAGLESFLIGHT SERVICES
1930 E CAPITOL AVE. APT 210
BISMARCK, ND, UNITED STATES OF AMERICA

DEFENDANT

(SGD.)

AFI AGBANU KUDOMOR J,
JUSTICE OF THE HIGH COURT

**ORDER TO VARY THE COURT'S ORDER OF 9TH AUGUST, 2019 FOR
LEAVE TO SERVE NOTICE OF WRIT OF SUMMONS AND
STATEMENT OF CLAIM ON DEFENDANT OUT OF THE
JURISDICTION**

UPON READING the Affidavit of **MCKEOWN AMENANO-BESE**, an Associate Lawyer with licence No. GAR 00349/20 at Corporate Legal Concepts whose office is located at The Goshen, No. 10, Adomi Link (Formerly 3rd Close) Airport Residential Area, Accra, filed on the 9th day of June, 2020 in support of an Ex-parte Motion for an Order to Vary the Court's Order for Leave to Serve Notice of Writ of Summons and Statement of Claim out of the Jurisdiction on the Defendant:

AND UPON HEARING MCKEOWN AMENANO-BESE, Counsel for and on behalf of the Plaintiff/Applicant herein:

IT IS HEREBY ORDERED that the Court's Order of 9th August, 2019 is hereby varied as follows:

Leave be and is hereby granted the Plaintiff/Applicant to serve Notice of the Writ of Summons and Statement of Claim on the Defendant as follows:

1. A single publication on "Graphic Online" at www.graphic.com.gh
2. Transmission through the electronic mail (e-mail) addresses of the Defendant which are dankofsy@gmail.com /daniel@eaglesflightghana.com

IT IS FURTHER ORDERED that the Defendant is to enter appearance within **Thirty (30)** days after the said processes are:

1. Published and
2. Transmitted to him through electronic mail (e-mail)

GIVEN UNDER MY HAND AND THE SEAL OF THE HIGH COURT OF JUSTICE, (COMMERCIAL DIVISION) ACCRA THIS 19TH DAY OF JUNE, 2020.

(SGD.)
MR. STEPHEN AFOTEY
REGISTRAR

**WRIT OF SUMMONS ISSUED
PURSUANT TO LEAVE
GRANTED ON 09/08/19**
(Order 2 rule 3(1))

WRIT ISSUED FROM.....10-10-19.....SUIT NO.CM/MISC/1161/19

IN THE HIGH COURT OF JUSTICE
COMMERCIAL DIVISION

BETWEEN

CAL BANK LIMITED
23 INDEPENDENCE
AVENUE
ACCRA

Plaintiff *

Defendant *

AND

To

DANIEL KOFI
YAWSON
TRADING UNDER
THE NAME AND
STYLE
EAGLESFLIGHT
SERVICES
1930 E CAPITOL
AVE. APT 210
BISMARCK, ND,
UNITED STATES OF
AMERICA

AN ACTION having been commenced against you by the issue of this writ by the above-named Plaintiff. **CAL BANK LIMITED**

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.

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

Dated this day of

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 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 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).*

FORM 1

STATEMENT OF CLAIM

WHEREFORE Plaintiff claims following reliefs against the Defendant:

- a) Recovery of the amount of **GHC303,725.03** being as at February 7th 2018, the accrued balance of the principal amount and interest on the Short Term Loan facility granted to the Defendant.
- b) Interest on the outstanding balance of **GHC303,725.03** at the prevailing bank lending rate from the 8th of February 2018 to the date of final payment.
- c) An Order for Judicial Sale of residential property Plot No. 134 located at Kasoa Odupongkhene residential in the Central Region of Ghana.
- d) An Order for Judicial Sale of the Nissan Navara (243) vehicle with registration No. GN2449-13.
- e) Other just and equitable reliefs.
- f) Costs occasioned by this action.

DATED AT CORPORATE LEGAL CONCEPTS ACCRA THIS 12TH DAY OF SEPTEMBER 2019

**SHADRACK ARHIN
LAWYER FOR PLAINTIFF
LAWYER’S CURRENT LICENCE NO. GAR 20200/19
TIN: P0000056723
BP: 3000004102**

**THE REGISTRAR
HIGH COURT
COMMERICAL DIVISION
ACCRA**

AND TO THE ABOVE NAMED DEFENDANT:

This writ was issued by: CORPORATE LEGAL CONCEPTS

whose address for service is NO. 1 NORTH LABONE ESTATES, NEAR KWAKU BAAKO JUNCTION

Agent for PLAINTIFF

Lawyer for the plaintiff SHADRACK ARHIN 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).

BP3000004102

**IN THE SUPERIOR COURT OF JUDICATURE
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SUIT NO.

**CAL BANK LIMITED
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}

PLAINTIFF

VRS.

**DANIEL KOFI YAWSON
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AND STYLE EAGLESFLIGHT SERVICES
1930 E CAPITOL AVE. APT 210**

}

DEFENDANT

STATEMENT OF CLAIM ISSUED PURSUANT TO LEAVE GRANTED ON THE 09/08/2019

1. The Plaintiff is a Limited Liability Company incorporated under the Laws of the Republic of Ghana and carries on business as a Bank in Ghana.
2. The Defendant is a customer of the Plaintiff Bank and a beneficiary of a short term loan facility.
3. The Defendant provided a personal guarantee for the grant of the facility and the due repayment of the loan the subject matter of this suit.
4. The Plaintiff avers that on or about the 16th December 2013, at the request of the Defendant it approved and granted a Short-Term Loan facility of Fifty Thousand Ghana Cedis (GH¢50,000.00) to augment his working capital.
5. The Plaintiff avers further that, the Defendant agreed that the facility was to be repaid in instalment over a period of twelve (12) months from the date of disbursement.
6. The Plaintiff avers that the facility was secured with;
 - (a) A Nissan Navara (243) vehicle with registration no. GN 2449-13, and
 - (b) A mortgage over a residential property situate as at Kasoa Odupongkhene residential area, Plot No. 134 belonging to the Defendant.
7. The Plaintiff states that, it was agreed that the Short-Term Loan would have an applicable interest rate of 30% per annum (25%p.a + margin of 5%) or such rate(s) as may be determined in the discretion of the bank from time to time.
8. The Plaintiff avers that, it was a term of the short term loan facility agreement that, any unfunded loan instalment and any amount outstanding on the Defendant's account at the expiry of the facility would attract a default charge of 2% flat.
9. The Plaintiff avers that contrary to the terms under which the loan was approved, the Defendant has refused to service or repay the facility in the manner agreed on, hence the Plaintiff decided to call in the facility before its expiration.
10. The Plaintiff again avers that the outstanding debit balance on the Defendant's account as at February 7th 2018 is Three Hundred and Three Thousand, Seven Hundred and Twenty-Five Ghana Cedis, Three Ghana pesewas (**GH¢303,725.03**) and continues to attract interest.
11. The Plaintiff avers further that, repayment of the outstanding debt is long overdue but the Defendant has failed and/or refused to pay despite repeated

demands, and will persist in its default unless ordered to pay by this Honourable Court.

12. The Plaintiff states that, having given appropriate notice of default to the Defendant as the primary debtor and guarantor, the Plaintiff avers that its right to enforce the securities and guarantees has fully accrued.

13. Wherefore the Plaintiff claims the following relief against the Defendant:

- a) Recovery of the amount of **GHC303,725.03** being as at February 7th 2018, the accrued balance of the principal amount and interest on the Short Term Loan facility granted to the Defendant.
- b) Interest on the outstanding balance of **GHC303,725.03** at the prevailing bank lending rate from the 8th of February 2018 to the date of final payment.
- c) An Order for Judicial Sale of residential property Plot No. 134 located at Kasoa Odupongkhene residential in the Central Region of Ghana.
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- e) Other just and equitable reliefs.
- f) Costs occasioned by this action.

DATED AT CORPORATE LEGAL CONCEPTS ACCRA THIS 12TH DAY OF SEPTEMBER, 2019.

**SHADRACK ARHIN
LAWYER FOR PLAINTIFF
CURRENT LICENCE NO. GAR/20200/19
TIN: P0000056723**

**THE REGISTRAR
HIGH COURT
COMMERCIAL DIVISION
ACCRA**

AND TO THE ABOVE-NAMED DEFENDANT.