WRIT OF SUMMONS

(Order 2 rule 3(1))

AMENDED

WRIT ISSUED FROM ACCRA 5/03/ 2026 SUIT No GJ/0487/2026

IN THE HIGH/CIRCUIT COURT OF JUSTICE

BETWEEN PROFESSOR EMMANUEL OHENE AFOAKWA, VICE-CHANCELLOR, H/NO. DF 736 Yaw Street, Pantang North, Accra Plaintiff *

AND

1. GHANA COMMUNICATION TECHNOLOGY UNIVERSITY, TESANO, ACCRA, 2. ING. DIVINE KPETIGO CHARMAN GCTU GOVERNING COUNCL, 3. PROFESSOR EBENEZER MALCALM, 4. GHANA TERTIARY EDUCATION COMMISSION (Plaintiff shall direct service) Defendants **

TO

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

PROFESSOR EMMANUEL OHENE AFOAKWA

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.

1. GHANA COMMUNICATION TECHNOLOGY UNIVERSITY, 2. ING. DIVINE KPETIGO, 3. PROFESSOR EBENEZER MALCALM, 4. GHANA TERTIARY EDUCATION COMMISSION

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

Dated this 5th day of March 200 26

P. BAFFOE-BONNIE (CHIEF JUSTICE)

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 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).*

FORM 1

003897 : DV

STATEMENT OF CLAIM

The Plaintiff's claim is for:

SEE ATTACHED RELIEFS

This writ was issued by EDWIN OSEI BOATENG

whose address for service is BARFO BONNEY & ASSOCIATES PRIVATE UNLIMITED COMPANY
212 Worthy Avenue, North Legon, Accra

Agent for Lawyer for the Plaintiff
Solicitor's license and date: eGAR03734/26
Tel: 0542866755

Address Number and date of lawyer's current licence.

Lawyer for the plaintiff who resides at

.....

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).

1 An order restraining Defendants either acting by themselves or through any other party through whom Defendants may claim from interfering unlawfully with the Plaintiff's employment, impeding the just disposal of the Plaintiff's obligations, rights and enjoying all benefits under the contract of employment between the Plaintiff and the 1st Defendant which does not expire until the 28th of February 2029 in whatsoever capacity until the final determination of the Plaintiff's substantive claim by this Honourable Court.

2 A declaration by this Honourable Court that the 1st, 2nd and 3rd Defendants purported termination of the Plaintiff's employment as Vice Chancellor and confirmation thereof, is a nullity for want of due process of law and further that the Plaintiff's position as Vice Chancellor under the unexpired contract between the 1st Defendant and the Plaintiff, has never been lawfully terminated.

3 A declaration that the Plaintiff has not been relieved of his position as Vice Chancellor under the contract between the Plaintiff and the 1st Defendant.

4 A declaration that the 3rd Defendant does not occupy the position of the Plaintiff as Vice Chancellor because the Plaintiff has not been relieved of his position and remains the Vice Chancellor of the 1st Defendant.

5 An order that the 1st and or 2nd Defendants pay the Plaintiff damages for distress, ridicule, humiliation and shame suffered because of the arbitrary actions of the defendants acting in breach of the Plaintiff's fundamental human rights and contract, quantum be determined by this Honourable Court.

6 Any other orders that this Honourable Court may deem meet.

7 Order directed at 1st and 2nd Defendants to pay Plaintiff's costs of the action including Counsel's fees.

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
ACCRA A D 2026

SUIT NO. GJ/0487/2026

PROFESSOR EMMANUEL OHENE AFOAKWA
VICE-CHANCELLOR
H/NO. DF 736 Yaw Street
Pantang North, Accra

PLAINTIFF

VRS

1 GHANA COMMUNICATION TECHNOLOGY UNIVERSITY
TESANO, ACCRA

2 ING. DIVINE KPETIGO
CHARMAN GCTU GOVERNING COUNCL

3 PROFESSOR EBENEZER MALCALM

4 GHANA TERTIARY EDUCATION COMMISSION
(Plaintiff shall direct service)

DEFENDANTS

AMENDED **STATEMENT OF CLAIM**

1 Plaintiff brings this action seeking reliefs against Defendants endorsed on the writ of summons.

2 1st Defendant is the Plaintiff's employer against whom reliefs endorsed on the writ of summons is sought by the Plaintiff.

3 2nd Defendant is actuating the arbitrary actions of the 1st Defendant interfering in the fundamental human rights of the Plaintiff.

4 3rd Defendant is the beneficiary of 1st and the 2nd Defendants unlawful

[illegible] Plaintiff's rights and interests.

5 [illegible] Plaintiff and the Defendants regulator, by letter dated [illegible] of March 2026, confirmed the 4th Defendant acquiescing in [illegible] and detrimental conduct against the Plaintiff's fundamental human right to a fair hearing and employment rights.

6 Plaintiff says by agreement dated the 1st of March 2021, the 1st Defendant employed the Plaintiff as Vice-Chancellor of the 1st Defendant from the 1st of March 2021 until 28th of February 2025.

7 Plaintiff says it was at all material times a term of the agreement that the 1st Defendant could extend the Plaintiff's employment with the 1st Defendant for a further term.

8 Plaintiff says per a letter dated the 20th of August 2024; the 1st Defendant extended the Plaintiff's employment as Vice-Chancellor with the 1st Defendant from the 1st of March 2025 until the 28th of February 2029.

9 Plaintiff says he accepted the 1st Defendant's offer upon the terms proposed by the 31st of August 2024 as instructed.

10 Plaintiff says he has never been notified by the 1st Defendant of any alleged breach of a term of the contract between the Plaintiff and the 1st Defendant.

11 Plaintiff says he has never been invited by the 1st and or the 2nd Defendants to a hearing and has never been heard in his defense regarding any allegation or breach of contract by the 1st Defendant.

12 Plaintiff says by a letter dated the 3rd of February 2026 from the 1st and 2nd Defendants, Plaintiff was suddenly informed to cease holding his position as Vice Chancellor and that the 1st and 2nd Defendants were allegedly terminating the Plaintiff's contract of employment on the 28th of February 2026.

13 Plaintiff says per another letter dated the 26th of February 2026; he was further informed by the 1st Defendant that the 3rd Defendant has assumed the Plaintiff's position as the alleged Vice Chancellor from the 28th of February 2026.

14 Plaintiff says the arbitrary exercise of discretionary power by the 1st and 2nd Defendants seeking to purportedly terminate the Plaintiff's contract of employment without hearing the Plaintiff in relation to any allegation and or proving the Plaintiff's breach of a term of the contract between the Plaintiff, is simply unlawful.

15 Plaintiff says all efforts aimed at preventing Defendants from perpetrating the illegality recounted above have failed.

16 Plaintiff says even though section 9 (24) of Ghana Communication Technology University Act 2020 (ACT 1022) sets out a process of fair hearing, audi alteram partem, in addition to section 19 (13) of the 1992 Constitution of Ghana, which Defendants shall and must comply with if the 1st Defendant desired to relieve the Plaintiff of his post.

17 Plaintiff says the 1st and 2 Defendants by their letters dated the 3rd of February and the 26th of February 2026, informing the Plaintiff suddenly that the Plaintiff's employment was arbitrary terminated by the Defendants without adherence to the laid down procedure of fair hearing espoused above, is breach of contract, natural justice, audi alteram partem and the Plaintiff's fundamental human right to a fair hearing.

18 Plaintiff says Defendants failure to adhere to due process of law, breaching the Plaintiff's fundamental human right to a fair hearing, renders 1st and 2nd Defendants purported termination of Plaintiff's employment as Vice Chancellor, a nullity and of no legal effect.

19 Plaintiff says unless the Honorable Court intervene, the Defendants will continue visiting irreparable loss, breaching Plaintiff's fundamental human right to fair hearing with impunity, subjecting the Plaintiff to ridicule, public shame, interfering with Plaintiff's dignity, throwing the entire University of the Republic of Ghana and the students into confusion, chaos, detracting from the welfare of the entire school and cohesion.

20 **WHEREUPON** Plaintiff claims against Defendants upon breach of contract and breach of Plaintiff's fundamental human rights seeking the following reliefs:

1 An order restraining Defendants either acting by themselves or through their assigns, privies, servants, agents and any other third

[illegible] defendants may claim from interfering unlawfully with the contract of employment, impeding the just disposal of the Plaintiff's obligations, rights and enjoying all benefits under the contract of employment between the Plaintiff and the 1st Defendant which [illegible] expiration until the 28th of February 2029 in whatsoever capacity [illegible] the final determination of the Plaintiff's substantive claim by this Honorable Court.

2 A declaration by this Honorable Court that the 1st, 2nd and 3rd Defendants purported termination of the Plaintiff's employment as Vice Chancellor and confirmation thereof, is a nullity for want of due process of law and further that the Plaintiff's position as Vice Chancellor under the unexpired contract between the 1st Defendant and the Plaintiff, has never been lawfully terminated.

3 A declaration that the Plaintiff has not been relieved of his position as Vice Chancellor under the contract between the Plaintiff and the 1st Defendant.

4 A declaration that the 3rd Defendant does not occupy the position of the Plaintiff as Vice Chancellor because the Plaintiff has not been relieved of his position and remains the Vice Chancellor of the 1st Defendant.

5 An order that the 1st and or 2nd Defendants pay the Plaintiff damages for distress, ridicule, humiliation and shame suffered because of the arbitrary actions of the defendants acting in breach of the Plaintiff's fundamental human rights and contract, quantum be determined by this Honorable Court.

6 Any other orders that this Honorable Court may deem meet.

7 Order directed at 1st and 2nd Defendants to pay Plaintiff's costs of the action including Counsel's fees.

Dated at Blenham Apartments 212 Worthy Avenue North Legon Accra this 1st Day of March 2026

BARFO BONNEY & ASSOCIATES PRA[illegible]OATENG
[illegible]OMPANY
[illegible] Avenue
[illegible]rth Legon
Accra
Lawyer for the Plaintiff
Solicitor's licence and date: [illegible]AB03734/26
Tel: 0542866755

Registrar
High Court
Accra

AND FOR SERVICE ON THE WITHIN-NAMED DEFENDANTS