



REPUBLIC OF GHANA

WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM: Accra 26/5/2026 2026 SUIT No GH-ACC/PC/0527/2026

IN THE HIGH COURT OF JUSTICE

(COMMERCIAL COURT DIVISION)

BETWEEN

REGINA AKWELEY ORU

Unnumbered House,
Opposite Kakalika Plaza,
Coca-Cola Roundabout, Spintex
Accra

Plaintiff*

AND

1. MARY TSOENE NYATUAME

2. JOSEPH OKLU GYAMERA

Accra

(Plaintiff will direct service)

Defendants**

To

AN ACTION having been commenced against you by the Issue of this writ by the above-named Plaintiff **REGINA AKWELEY ORU**

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, **MARY TSOENE NYATUAME, JOSEPH OKLU GYAMERA**

Dated this 26th day of May 2026.

Chief Justice of Ghana

**P. BAFFOE-BONNIE
CHIEF 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. ACCRA

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

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 if known (not P. O. Box number)

FORM 1

STATEMENT OF CLAIM

The Plaintiff Claims against the defendants jointly and severally for:

- (a) A declaration that the 1st defendant is in breach of the original agreement made between the parties for the interior decoration of the plaintiff's shop at Nanakrom, Accra, and of the further novated agreement made at the East Legon Hills Police Station;
- (b) A declaration that the 2nd defendant induced and procured the said breaches in abuse of his public office and is jointly and severally liable to the plaintiff;
- (c) A declaration that the continued occupation of the plaintiff's shop premises at Nanakrom is wrongful and amounts to a trespass;
- (d) An order for an account of all monies received from the plaintiff and of the application thereof;
- (e) Recovery of the sum of GHS98,000.00 less the proven value of work properly executed, alternatively such sum as upon the taking of the said account is shown to remain unexpended or to have been improperly expended;
- (f) Recovery of the replacement value of the CCTV cameras and digital video recorder, in the sum of GHS12,500.00;
- (g) An order for the immediate delivery up to the plaintiff of vacant possession of the shop premises at Nanakrom together with the keys thereto and all the plaintiff's items and effects in the defendants' possession or control;
- (h) Mesne profits at the market rental value of the premises from the date of determination of the licence to occupy to the date of delivery up of vacant possession;
- (i) Special damages as particularised above;
- (j) General damages for breach of contract and for inducing breach of contract;
- (k) General damages for trespass and wrongful interference with the plaintiff's possessory rights;
- (l) Aggravated and exemplary damages for the deliberate and high-handed use of public office for private benefit;
- (m) Interest on all monetary reliefs at the prevailing commercial bank rate from the dates the said sums became due to the date of final payment;
- (n) Costs including Solicitor's fees;
- (o) Any other order(s) that the court deems fit to make in the circumstances of this case.

This writ was issued by: **REGINA AKWELEY ORU**

whose address for service is: Unnumbered House, Opposite Kakalika Plaza, Coca-Cola Roundabout, Spintex, Accra

Agent for:

Lawyer for the plaintiff Sidney Asenso-Gyamena #eGAR 03578/26 of Griffin Chambers B.P No. 300001810 who resides at 45 Danso Street Lartebiokorshie, Appiah Dankwa, 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).

FILED ON 26/11/2025
AT 11:00 AM
IN THE HIGH COURT OF JUSTICE
COMMERCIAL COURT DIVISION
ACCRA - A. D. 2026
REGISTRAR
COURT OF THE
SUIT NO.

REGINA AKWELEY ORU

Unnumbered House,
Opposite Kakalika Plaza,
Coca-Cola Roundabout
Spintex, Accra

PLAINTIFF

VERSUS

1. MARY TSOENE NYATUAME

2. JOSEPH OKLU GYAMERA

Accra

(Plaintiff will direct service)

DEFENDANTS

STATEMENT OF CLAIM

1. The plaintiff is a businesswoman trading in Kente and related fabrics with her established place of business on the Spintex Road, Accra, and a second branch at Nanakrom, Accra, which is the subject of this suit.
2. The 1st defendant is an interior decorator carrying on business in Accra who held herself out to the plaintiff as competent to design and execute the interior decoration of commercial premises for reward.
3. The 2nd defendant is a senior officer of the Ghana Police Service holding the rank of Commissioner of Police and the position of Director-General of Legal and Prosecutions. He is sued personally for conduct lying outside the lawful scope of his office, in which he deployed the influence and authority of that office to procure, encourage, and sustain the 1st defendant's breach of the contract pleaded below.
4. In or about December 2025 the plaintiff engaged the 1st defendant to design and execute the interior decoration of her shop at Nanakrom for valuable consideration. The 1st defendant accepted the engagement and attended the premises on a paid site visit.
5. The 1st defendant thereafter prepared and delivered a 3D rendition of the proposed completed shop, for which the plaintiff paid a separate fee. The plaintiff approved the rendition and the parties expressly accepted it as the standard and specification to which the works were to be executed.
6. The 1st defendant delivered the said 3D rendition by way of an online link. She did not at any time disclose to the plaintiff that the link could expire, be corrupted, or be revoked. The link has since become inaccessible and presently returns an error message when accessed. The plaintiff will contend that the said inaccessibility arose by or at the

instance of the 1st defendant following the breakdown of the relationship and amounts to a destruction of evidence from which the Court is invited to draw adverse inferences against the 1st defendant.

7. The 1st defendant subsequently issued itemised invoices covering the cost of materials and incidentals required to execute the interior decoration to the standard of the agreed 3D rendition in the total sum of GHS132,980.00.
8. Separately, the parties agreed that the 1st defendant's professional service charge would be the sum of USD2,500.00, payable in its cedi equivalent.
9. The parties agreed that the plaintiff would pay in three instalments tied to defined phases of the work, that the materials advance of GHS132,980.00 was accountable to the plaintiff at the end of the work depending on what was actually achieved, and that the labour and service charge of USD2,500.00 would be earned in proportion to the work properly executed.
10. In faithful performance of her obligations the plaintiff paid to the 1st defendant the total sum of GHS98,000.00, being the first instalment of the materials cost and the agreed portion of the labour and service charge in its cedi equivalent. The 1st defendant received the said sum without protest.
11. Upon receipt of the said sum, and at the express insistence of the 1st defendant, the plaintiff cleared the entire shop of all stock, fixtures, and personal property to give the 1st defendant unimpeded access.
12. The 1st defendant further insisted that the closed-circuit television (CCTV) cameras be removed. To that end the 1st defendant herself engaged the plaintiff's installer, at her own cost, to detach and take possession of the CCTV cameras and the digital video recorder. From that moment the said equipment was in the custody and under the control of the 1st defendant.
13. From that moment the 1st defendant also assumed exclusive possession and control of the premises. She thereafter refused the plaintiff access to the premises without her permission and denied the plaintiff the opportunity to supervise the work being carried out with her money.
14. Notwithstanding receipt of GHS98,000.00 and exclusive possession of the premises, the 1st defendant failed, refused, and neglected to complete the works within the agreed time or to the standard set out in the agreed 3D rendition.
15. The 1st defendant ignored repeated demands by the plaintiff for performance. She refused to attend the East Legon Hills Police Station on the several occasions she was invited following the plaintiff's complaint there.

16. Following the efforts of officers at the East Legon Hills Police Station to resolve the matter, a fresh agreement was reached at the said Station between the parties and their respective solicitors which expressly novated the original agreement. The said agreement was reduced into writing in the form of an undertaking drafted by the 1st defendant's own lawyer and signed by both parties. The 1st defendant, having pleaded for and been granted a further period of one month, undertook to complete the works covered by the GHS98,000.00 to the agreed standard on or before the last day of March 2026. The plaintiff gave the consideration of forbearing to commence civil and criminal proceedings in reliance on the said undertaking.
17. Only a few days before the said deadline the 1st defendant, wrote to the plaintiff repudiating the novated agreement. She declared that she would not perform. She offered to refund a paltry GHS4,000.00 without any account, reconciliation, receipts, or vouchers showing how the GHS98,000.00 had been applied or what proportion of the service charge had been earned.
18. The plaintiff will contend that the GHS98,000.00 was paid on the express basis that the materials portion was accountable to the plaintiff at the end of the work, and the labour and service charge portion was earned only against work properly executed in conformity with the agreed 3D rendition. The 1st defendant has neither accounted for the materials portion nor justified retention of any part of the labour and service charge. She is accordingly liable to refund the entire GHS98,000.00 save only such part as she is able to prove was lawfully applied to materials or earned by work properly executed.
19. The CCTV cameras and digital video recorder taken into the custody of the 1st defendant have never been returned. The 1st defendant has refused to reinstall them, refused to account for their whereabouts, and refused to make good their replacement value.
20. The plaintiff has accordingly lodged a separate complaint of theft with the Police in respect of the said equipment. The plaintiff will contend that the 1st defendant having received the said equipment into her custody is liable for its replacement value in the sum of GHS12,500.00.
21. The 2nd defendant was at all material times aware of the agreement between the plaintiff and the 1st defendant and of the plaintiff's complaint at the East Legon Hills Police Station. Knowing that any complaint by the plaintiff would be channelled through the Police machinery he supervises, the 2nd defendant deployed the influence of his senior position to assist the 1st defendant in evading her contractual obligations, intending that any such complaint be quashed, frustrated, or rendered nugatory by his intervention.
22. The friend who originally introduced the plaintiff to the 1st defendant has separately informed the plaintiff that the 1st defendant claimed to her to have influential connections within the Ghana Police Service. The friend advised the plaintiff to try to settle the dispute amicably on the basis that,

in the words of the said friend, the matter was going nowhere. The plaintiff will rely on the said evidence as confirmation of the perceived protection on which the 1st defendant relied in abandoning the contract.

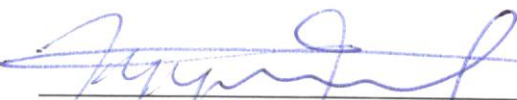
23. The plaintiff says that on a date prior to the events at the church hereinafter pleaded, she was unable to attend a scheduled meeting at the East Legon Hills Police Station and was represented by her sister. The 1st defendant attended the said meeting together with her lawyer in the presence of officers of the said Station.
24. During the said meeting Chief Inspector Darko, the Commander of the East Legon Hills Police Station, received a telephone call. In the hearing of the plaintiff's sister, Chief Inspector Darko was heard to say words to the effect that the Commissioner should be aware that the lady was not present but her sister was, and to confirm to the caller that his people were at the Station and that the lady was present with her lawyer.
25. The plaintiff will contend that the Commissioner referred to in the said call was the 2nd defendant, and that the said call was the first occasion on which the 2nd defendant inserted himself by telephone into the operational handling of this matter. The plaintiff's sister is available to confirm the substance of the call as overheard by her.
26. The plaintiff says that on 26 April 2026, having traced the 1st defendant to a church premises in Accra, she reached out directly to Chief Inspector Darko, the Commander of the East Legon Hills Police Station, who thereupon despatched two officers of the said Station to the church to effect the arrest of the 1st defendant. One of the said officers introduced himself to the plaintiff as Inspector Collins, as the Commander had previously indicated would be the case.
27. The 1st defendant did not at any point present herself before the officers or before the plaintiff at the said location.
28. A man who was initially introduced to the officers as a church member, and who thereafter presented his business card identifying himself as a lawyer, handed an iPhone said to belong to the 1st defendant to Inspector Collins.
29. Inspector Collins spoke on the said iPhone to a person identified to him on the call as the Commissioner. Following the conversation Inspector Collins announced that the matter was civil in nature and that the 1st defendant should not be arrested.
30. The officers thereupon discontinued the arrest. No officer apprehended or even physically approached the 1st defendant, who never showed her face.
31. The said lawyer thereafter challenged the plaintiff verbally, using words to the effect of demanding who she believed she was, whilst the plaintiff continued to insist that the arrest be effected.

32. Concurrently, the plaintiff's own lawyer was on a telephone call with the plaintiff and personally requested that the officers proceed with the arrest. The officers nevertheless declined to do so, stating that they had received instructions from higher authority.
33. The plaintiff was accompanied throughout the said church incident by her cousin who attends the same church and who is available to confirm the said events.
34. The plaintiff will contend that the events at the church on 26 April 2026 constitute the second occasion on which the 2nd defendant intervened by telephone in the operational handling of this matter, the first having been the call received by Chief Inspector Darko at the Police Station as pleaded above, and that the said pattern of repeated intervention is consistent with the perceived protection of which the 1st defendant openly boasted to others.
35. Consistent with the perceived protection enjoyed by the 1st defendant, the plaintiff was subsequently summoned to the Police Headquarters by one Inspector Asamoah on the strength of a counter-petition alleged to have been filed there by the 1st defendant complaining of harassment. The 1st defendant herself failed to appear at the said meeting. The plaintiff was thereby exposed to the supervisory reach of the 2nd defendant for no legitimate operational reason.
36. The plaintiff will contend that the conduct of the 2nd defendant constitutes the tort of inducing breach of contract and the wrongful use of public office for private benefit. He cannot shelter behind his official capacity for acts lying outside the lawful scope of his office. He is jointly and severally liable with the 1st defendant for the loss and damage suffered by the plaintiff.
37. The plaintiff further pleads that she has caused a formal petition to be lodged with the Inspector General of Police complaining of the said abuse of office. The institution of these proceedings is independent of and complementary to the said petition.
38. The plaintiff will contend that the 1st defendant entered into possession of the said premises by a limited licence for the sole purpose of executing the contracted works. The said licence determined upon the lapse of the time agreed under the original agreement, alternatively upon the lapse of the time stipulated by the East Legon Hills Police Station agreement.
39. The 1st defendant's continued possession thereafter is wrongful and amounts to a trespass entitling the plaintiff to recover mesne profits at the market rental value of the premises from the date of determination of the said licence to the date of delivery up of vacant possession.
40. By reason of the matters aforesaid the plaintiff has been deprived of the use of her shop at Nanakrom since around January 2026. She continues to pay rent on premises she cannot trade from. She continues to incur warehouse storage charges on stock procured for the new shop.

41. The plaintiff has further lost the benefit of the seasonal fashion trends current at the time the shop ought to have opened in March 2026, since the said trends have passed and the said stock has lost popularity and saleability.
42. The plaintiff has also suffered material loss of business goodwill in consequence of the public announcement of the opening of the new branch to her customers and trade contacts followed by the failure of the same to open.
43. **PARTICULARS OF SPECIAL DAMAGE**
 - a. The sum of GHS98,000.00 paid to the 1st defendant less the proven value of work properly executed to the standard of the agreed 3D rendition;
 - b. Replacement value of the CCTV cameras and digital video recorder taken into the 1st defendant's custody and unaccounted for, in the sum of GHS12,500.00;
 - c. Rent paid by the plaintiff to her landlord on the Nanakrom premises throughout the period of wrongful retention, particulars whereof will be furnished by reference to the tenancy agreement and rent receipts;
 - d. Mesne profits at the market rental value of the premises for the period of the 1st defendant's wrongful occupation, particulars whereof will be furnished upon expert valuation;
 - e. Warehouse storage charges incurred by the plaintiff on the stock procured for the new shop, particulars whereof will be furnished by reference to the storage invoices;
 - f. Loss of revenue from the Nanakrom branch which would have commenced trading on or about March 2026, particulars whereof will be furnished by reference to the trading records of the Spintex Road shop;
 - g. Loss of value of seasonal stock procured for the new branch and now beyond its season of popularity;
 - h. Costs incurred by the plaintiff in altering her travel arrangements and returning from the Federal Republic of Nigeria to Accra for the abortive meeting at the East Legon Hills Police Station;
 - i. The cost of engaging another decorator to complete and correct the defective works of the 1st defendant.
44. Unless the intervention of this Honourable Court is invoked the defendants will persist in withholding from the plaintiff the possession of the premises, the unaccounted balance of the GHS98,000.00, the value of the CCTV equipment, the agreed completed works, and the use of the protective influence of public office, to her continuing prejudice.

45. Wherefore the plaintiff claims against the defendants jointly and severally as follows:
- (a) A declaration that the 1st defendant is in breach of the original agreement made between the parties for the interior decoration of the plaintiff's shop at Nanakrom, Accra, and of the further novated agreement made at the East Legon Hills Police Station;
 - (b) A declaration that the 2nd defendant induced and procured the said breaches in abuse of his public office and is jointly and severally liable to the plaintiff;
 - (c) A declaration that the continued occupation of the plaintiff's shop premises at Nanakrom is wrongful and amounts to a trespass;
 - (d) An order for an account of all monies received from the plaintiff and of the application thereof;
 - (e) Recovery of the sum of GHS98,000.00 less the proven value of work properly executed, alternatively such sum as upon the taking of the said account is shown to remain unexpended or to have been improperly expended;
 - (f) Recovery of the replacement value of the CCTV cameras and digital video recorder, in the sum of GHS12,500.00;
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 - (h) Mesne profits at the market rental value of the premises from the date of determination of the licence to occupy to the date of delivery up of vacant possession;
 - (i) Special damages as particularised above;
 - (j) General damages for breach of contract and for inducing breach of contract;
 - (k) General damages for trespass and wrongful interference with the plaintiff's possessory rights;
 - (l) Aggravated and exemplary damages for the deliberate and high-handed use of public office for private benefit;
 - (m) Interest on all monetary reliefs at the prevailing commercial bank rate from the dates the said sums became due to the date of final payment;
 - (n) Costs including Solicitor's fees;
 - (o) Any other order(s) that the court deems fit to make in the circumstances of this case.

DATED AT GRIFFIN CHAMBERS ACCRA THE 25TH DAY OF MAY 2026.



SIDNEY ASENSO-GYAMENA #eGAR03578/26
GRIFFIN CHAMBERS B.P No. 300001810
LAWYERS FOR THE PLAINTIFF

TO

THE REGISTRAR
HIGH COURT
COMMERCIAL COURT DIVISION
ACCRA

AND TO THE ABOVE-NAMED DEFENDANTS.