

MARIVILLE HOMES LTD

Okpoi Gonno, East Airport
Accra

v.

PLAINTIFF

1. MARIVILLE HOMEOWNERS ASSOCIATION

Okpoi Gonno, East Airport
Accra

1ST DEFENDANT

2. ROBERT WILLIAM

Okpoi Gonno, East Airport
Accra

2ND DEFENDANT

3. REV. RANDOLPH KORANTENG

Okpoi Gonno, East Airport
Accra

3RD DEFENDANT

4. NANA AKOMEA

Okpoi Gonno, East Airport
Accra

4TH DEFENDANT

5. FREDERIC OKAINE

Okpoi Gonno, East Airport
Accra

5TH DEFENDANT

6. MATHIAS DORFE

Okpoi Gonno, East Airport
Accra

6TH DEFENDANT

7. JOSEPHINE TAYLOR

Okpoi Gonno, East Airport
Accra

7TH DEFENDANT

8. AWUKU ABOAGYE

Okpoi Gonno, East Airport
Accra

8TH DEFENDANT

9. SYLVANUS AZURE

Station Commander
Manet Police Station
Accra

9TH DEFENDANT

10. ROYAL CONSTRUCTION COMPANY LTD

Accra

10TH DEFENDANT



AMENDED WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM..... Accra 2020 SUIT No. LD/0677/2020

IN THE HIGH COURT OF JUSTICE
ACCRA

BETWEEN

Plaintiff

AND

Defendants

To

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

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. **MARVILLE HOMEOWNERS ASSOCIATION & 9 ORS**

AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence without further notice to you. **MARVILLE HOMEOWNERS ASSOCIATION & 9 ORS**

Dated this 14th day of April 2020

Chief Justice of Ghana

ANIN YEBOAH

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

AMENDED STATEMENT OF CLAIM

WHEREFORE the Plaintiff claim against the Defendants jointly and severally as follows;

- a. General damages for trespass on the Plaintiff's property without the Plaintiff's consent.
- b. A Declaration that the reconstruction exercise without the consent of the Plaintiff violates the various sub-lease agreements between the Plaintiff and the 2nd to 8th Defendants and the individual members of the 1st Defendant association hence illegal.
- c. An order of interlocutory injunction directed at the 1st to 10th Defendants restraining them from carrying on the said reconstruction exercise.
- d. A perpetual injunction directed at the 1st to 10th Defendants restraining them from carrying on the said or any reconstruction exercise without the consent of the Plaintiff.
- e. An order directing the individual members of the 1st Defendant association and the 2nd to 8th Defendants to pay the said estate maintenance fees as agreed upon in their respective sub-lease agreements from January, 2011 to date.
- f. Costs including legal fees
- g. Any other order(s) as to this Honourable Court may seem fit.

This writ was issued by

NII KPAKPO SAMOA ADDO ESQ.

whose address for service is

ADDU, ADDU LEGAL ATTORNEYS]
NO. 34 TEMA MOTORWAY, SPINTEX ROAD, NEXT TO CEMIX GHANA LTD., ACCRA.

Agent for

THE PLAINTIFF

Address Number and date of lawyer's current licence. GAR 01111/20

Lawyer for the plaintiffs

NII KPAKPO SAMOA ADDO
ESQ.

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
endorsed the

day of
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 24/14/2020
at 11:45
HIGH COURT ACCRA

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
LAND DIVISION
ACCRA - AD 2020

SUIT NO: LD/0677/2020

MARIVILLE HOMES LTD
Okpoi Gonno, East Airport
Accra

PLAINTIFF

v.

1. **MARIVILLE HOMEOWNERS ASSOCIATION**
Okpoi Gonno, East Airport
Accra

1ST DEFENDANT

2. **ROBERT WILLIAM**
Okpoi Gonno, East Airport
Accra

2ND DEFENDANT

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9. **SYLVANUS AZURE**
Station Commander
Manet Police Station
Accra

9TH DEFENDANT

10. **ROYAL CONSTRUCTION COMPANY LTD**
Accra

10TH DEFENDANT

AMENDED STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company engaged in the business of Real Estate Development situate at Okpoi Gonno, East Airport, Accra and known as Mariville Homes and which parcels of land are covered by land title certificates numbers GA 11482, GA 11523 and GA 12010.
2. The 1st Defendant is an association of individuals who have purchased and own homes with the Plaintiff at an estate known as Mariville Homes and which estate is situate at Okpoi Gonno, East Airport, Accra and known as Mariville Homeowners' Association.
3. The 2nd Defendant is a property owner and the President of the 1st Defendant association.
4. The 3rd Defendant is a home owner at Mariville Homes and a member of the 1st Defendant association.
5. The 4th Defendant is a property owner at Mariville Homes and a member of the 1st Defendant association.
6. The 5th Defendant is a property owner at Mariville Homes and a member of the 1st Defendant association.
7. The 6th Defendant is a property owner at Mariville Homes and a member of the 1st Defendant association.

8. The 7th Defendant is a property owner at Mariville Homes and a member of the 1st Defendant association.
9. The 8th Defendant is a property owner at Mariville Homes and a member of the 1st Defendant association.
10. The 9th Defendant is the Station Commander, Manet Police Station.
11. The 10th Defendant is a limited liability company registered under the laws of Ghana engaged in the business of construction.
12. The Plaintiff says that it sub-leased various portions of land within the Mariville Homes Estate enclave to the 2nd to 8th Defendants herein and also to individual members of the 1st Defendant association.
13. The Plaintiff says that it issued various indentures to the 2nd to 8th Defendants to evidence the said sub-lease agreements and to individual members of the 1st Defendant association.
14. The Plaintiff further says that as part of the provisions of the various sub-leases issued to the 2nd to 8th Defendants and members of the 1st Defendant association, the 2nd to 8th Defendants and members of the 1st Defendant association shall not build or cause to be erected any building on the demised premises or make any alterations or additions to any buildings on the demised premises except with the consent in writing of the Plaintiff herein.
15. The Plaintiff says on or about Monday, 6th April, 2020, the 1st to 10th Defendants trespassed on the Plaintiff's property to reconstruct the road that leads to the respective homes of the individual members of the 1st Defendant association and the respective homes of the 2nd to 8th Defendants.
16. The Plaintiff further says that the 1st to 10th Defendants brought various machines to reconstruct the said roads with police escort on the orders of the 9th Defendant herein.

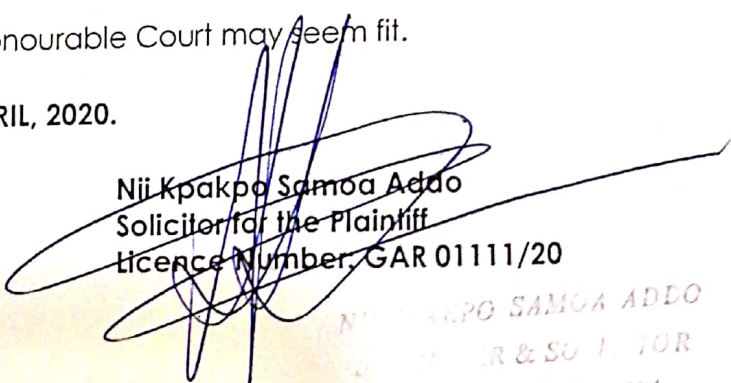
17. The Plaintiff says that it was not notified neither did it consent in writing to the said reconstruction to be carried out on the roads which lead to the various homes of the individual members of the 1st Defendant association and the respective homes of the 2nd to 8th Defendants.
18. The Plaintiff says that the said reconstruction to carried out on the road which leads to the respective homes of the individual members of the 1st Defendant association and the respective homes of the 2nd to 8th Defendants' homes will interfere in the structural plan and layout of the Plaintiff's estate properties.
19. The Plaintiff further says that the said reconstruction exercise will affect the quality of the Plaintiff's properties since the layout of the estate will be compromised.
20. The Plaintiff further says that the reconstruction exercise will limit movement to and from other sub-leasees who are not members of the of the p1st Defendant association and who ply the said road to and from their respective homes.
21. The Plaintiff states that the reconstruction exercise which will lead to the layout of the estate being compromised will lead to a devaluation of the Plaintiff's properties which properties are for commercial purposes.
22. The Plaintiff says that the reconstruction exercise by the 2nd to 8th Defendants is a breach of the various sub-lease agreements between the Plaintiff and individual members of the 1st Defendant association and the 2nd to 8th Defendants.
23. The Plaintiff says that the reconstruction exercise without the consent of the Plaintiff is an illegality and must be stopped.
24. The Plaintiff says that the various sub-lease agreements between the Plaintiff and individual members of the 1st Defendant association and the 2nd to 8th Defendants also mandates the 2nd to 8th Defendants to pay an estate maintenance fee to the Plaintiff to be used to provide security and also other maintenance services to the 2nd to 8th Defendants.

25. The Plaintiff says that the individual members of the 1st Defendant association and the 2nd to 8th Defendants have failed to pay the said estate maintenance fee.
26. The Plaintiff says that unless compelled by this Honourable Court, the individual members of the 1st Defendant association and the 2nd to 8th Defendants will continue to breach the terms of the its Sub-lease Agreement.

WHEREFORE the Plaintiff claim against the Defendants jointly and severally as follows;

- a. General damages for trespass on the Plaintiff's property without the Plaintiff's consent.
- b. A Declaration that the reconstruction exercise without the consent of the Plaintiff violates the various sub-lease agreements between the Plaintiff and the 2nd to 8th Defendants and the individual members of the 1st Defendant association hence illegal.
- c. An order of interlocutory injunction directed at the 1st to 10th Defendants restraining them from carrying on the said reconstruction exercise.
- d. A perpetual injunction directed at the 1st to 10th Defendants restraining them from carrying on the said or any reconstruction exercise without the consent of the Plaintiff.
- e. An order directing the individual members of the 1st Defendant association and the 2nd to 8th Defendants to pay the said estate maintenance fees as agreed upon in their respective sub-lease agreements from January, 2011 to date.
- f. Costs including legal fees
- g. Any other order(s) as to this Honourable Court may seem fit.

DATED AT ACCRA THIS 12TH DAY OF APRIL, 2020.


Nii Kpakpo Samoa Addo
Solicitor for the Plaintiff
Licence Number GAR 01111/20

The Registrar
High Court
Land Division
Accra

NII KPAKPO SAMOA ADDO
SOLICITOR & S.O. 1. TOR
BOX KW. 534
KALLENJYA-ACCRA

AND FOR SERVICE ON THE ABOVE-NAMED DEFENDANTS.