**IN THE SUPERIOR COURT OF JUDICATURE**

**IN THE HIGH COURT OF JUSTICE**

**ADENTA – A.D. 2021**

 **SUIT NO.**

**BETWEEN**

**KWABENA MINTAH AKANDOH** **PLAINTIFF**

**OPPOSITE E.P CHURCH**

**ADENTA ASSEMBLIES**

**NII ASHAIA LARYE**

**GD – 010 -2492**

**AND**

1. **KWABENA BAFFOE AKA ABRONYE DC DEFENDANTS**
2. **KENCITY MEDIA GHANA LIMITED**

**MADINA ZONGO JUNCTION**

1. **KWABENA KWAKYE**

 **STATEMENT OF CLAIM**

1. The Plaintiff is a Ghanaian and the Member of Parliament for the Juaboso Constituency in the Western North Region of the Republic of Ghana on the ticket of the National Democratic Congress.
2. The 1st Defendant is the Bono Regional Chairman for the New Patriotic Party.
3. The 2nd Defendant is a media company registered under the laws of the Republic of Ghana.
4. The 3rd Defendant is a journalist and an employee of the 2nd Defendant and a host of a programme known as Boiling Point Show sponsored by the 2dn Defendant.
5. Plaintiff avers that he is a person of impeccable integrity and achieved a lot in terms of governance, politics and among others.
6. The Plaintiff is a Ranking Member of the Health Committee of the Parliament of Ghana.
7. Plaintiff avers that prior to becoming a Member of Parliament, he was the Assistant Director in charge of National Voluntary Programme of the National Service Scheme at its Head Office in Accra and a former Deputy Minister of State.
8. Plaintiff avers that he was a member and Vice – Chair of the Adhoc Committee which was established on the 8th July 2021 to investigate the procurement contract between the Government of the Republic of Ghana and His Highness Sheikh Ahmed Dalmook Al Maktoum and S.L. Global for the supply of Sputnik – V Covid-19 vaccines.
9. Plaintiff avers that part of the terms of reference of the Adhoc Committee was to determine whether or not the procurement contract between the Government of the Republic of Ghana and His Highness Sheikh Ahmed Dalmook Al Maktoum and S.L. Global for the supply of Sputnik – V Covid-19 vaccines was an international business or an economic transaction which required Parliamentary approval under article 181(5) of the 1992 Constitution of the Republic of Ghana.
10. Plaintiff avers further that, the Adhoc Committee’s terms of reference was also to determine if the procurement contract between the Government of the Republic of Ghana and His Highness Sheikh Ahmed Dalmook Al Maktoum and S.L. Global for the supply of Sputnik – V Covid-19 vaccines complied with the procurement laws of Ghana.
11. Again, Plaintiff avers that part of the terms of reference of the Adhoc Committee was to determine if consideration had passed from the Government of Ghana to the middleman, the suppliers or any other person in respect of the transaction for the supply of Sputnik – V Covid-19 vaccines.
12. Plaintiff avers that the person who appeared before the Committee was the Health Minister of the Republic of Ghana, Hon. Agyemang Manu.
13. Plaintiff avers that the Adhoc Committee in its Report to the Parliament of Ghana made a conclusion that the procurement contract between the Government of the Republic of Ghana and His Highness Sheikh Ahmed Dalmook Al Maktoum and S.L. Global for the supply of Sputnik – V Covid-19 vaccines was an International Agreement and therefore ought to have received prior Parliamentary approval within the meaning of article 181(5) of the 1992 Constitution which the Minister of Health failed and or neglected to bring the agreement before Parliament for approval.
14. Plaintiff says that the Adhoc Committee also in its Report stated that Government of the Republic of Ghana and His Highness Sheikh Ahmed Dalmook Al Maktoum and S.L. Global for the supply of Sputnik – V Covid-19 vaccines breached the procurement laws of the Republic of Ghana.
15. In addition, the Plaintiff avers that contrary to the position of the Minister of Health that the Government of Ghana did not pay for the vaccines when he appeared before the Committee, the Committee in its Report found that an amount of US$2,850,000.00(GHS16,331,640.00) was paid for the vaccine.
16. Plaintiff avers that the Report of the Committee became public and attracted public interest whereupon several Ghanaians including the Plaintiff called for the resignation of the Minister of Health for breaching the procurement laws of Ghana, also for breaching article 181(5) of the 1992 Constitution and stating that money was not paid for the vaccine when indeed moneys were paid.
17. The Plaintiff avers that on the 12th day of August 2021, the 1st Defendant was a panelist on a radio station owned and promoted by the 2nd Defendant called Oman 107.1 FM on a show called Boiling Point Show hosted by the 3rd Defendant.
18. Plaintiff repeats paragraph 17 and avers that in the said programme, the 1st Defendant in expressing his views on the call for the Health Minister to resign from his office, made a libelous a statement without any justification whatsoever against the person of the Plaintiff that the Plaintiff is so fixated on getting the Health Minister to be removed from office because the Plaintiff allegedly demanded a bribe in the form of money from the Health Minister and the Health Minister purportedly refused to give the said money.

1. The Plaintiff repeats paragraph 18 and avers further that the 1st Defendant made the defamatory statement as follows; *‘Ansana me b3 kor yi. Me hyea y3 ose sika Ankandoh demandi no 3ky3n kuro yi. Ankandoh! Me na me ka kyr3wo. Mp ah )wo committee no so. Madanfo paa. Ose sika akandoh o’demandi no, omo weiy3 ah committee no nnyiaa y3 omo bibiaa weiye y3 no, adi3kyee y3 no, Na ndcfuo nom Na omo wo mu no ak) ak)tinase de report fofr) aba 3na omose daabi. Ny3 findings wei omo nfa findings wei nhyemu. 3na omo besia omo s3 Na wei nso fre he because y3n nyinaa y3 hyea y3 no, ya ambor por sei. Yeh because nsem ah nipa no b3 ka ne nea mo p3 s3 y3n fa hyemu no, y3 de hyemu ah 3ni evidence no en marchi. Akandoh gyina hor ah, aai, 3nea saa di3a okofa sika mbra. Ny3 saa di3 me ne wo 3kasa sesiaa yi, ndcfuo no Na omo wor committee no s, atwr3 omo findings aah nka omo de kor gye sika ama omo se sika biaa nni hor. Akandoh Na e leadi kor gye sika no. Na 3y3 state dia no, Agyemang manu nkor fa mbr3 omo enumre. Saa nkrofuo wei Na 3p3 power ay3 den, aba. Omane no sika na, mo se wedie no, Na )ne middle man be ay3 baako aky3 omane no sika edi no, wofa middle man ony3 genuine no )’refundi sika? Middle man b3n Na wo ne no b3 kor into terms ah wo b3 wei wo b3 clear no. Ob3 ka kyr3 wos3 krakye me di3 ek) dadaada. Nti omo see )ne Agyemang manu Na omo aky3 sika no edi. Nti sika Na nd3 ya refundi no about 2.4 million dollars no y3 mbai be 3ma omo ansana omo agyae’;* ***to wit "* *Before I leave, My MP friend on the committee told me Akandoh demanded a huge sum of money equivalent to the size of this town.*** *Surprisingly in their next meeting, the ndc minority caucus presented a new report they had generated as their findings by which the committee rejected because this wasn’t what was concluded as findings. According to the Committee, what the Minister said and the report generated by the ndc had no link.* ***Akandoh without any hesitation demanded for money to be paid to the minority which met a strong rejection from the mps on the commitee. Akandoh was the leading member demanding for the amount owned by the state to be given to them that evening. ‘’*** *These are the people who were in die need to inherit power . After accusing the minister of state in conniving with a middle man to embezzle Ghana’s money, uncle, if the middle man wasn’t genuine, would he refund the money? Which middle man will refund money that has been cleared after going into terms with him? So the money refunded is about 2.4 million dollars."*
2. The Plaintiff avers that the 2nd Defendant failed and or neglected to dissociate itself from the defamatory statement made by the 1st Defendant and also failed and or neglected to get the 1st Defendant to retract the defamatory statement.
3. The Plaintiff avers that the 3rd Defendant as the host of the programme and as expected of any professional journalist failed and or neglected to ask the 1st Defendant to retract the said defamatory statement or desist from making such defamatory statements as he provided no evidence to support his claims.
4. The Plaintiff avers that the libelous statement by the 1st Defendant was published to the viewers and listeners of the 1st Defendant and same was also published on YouTube and other social media platforms and media platforms as well as online news portals.
5. The Plaintiff avers that by uttering and causing to be published falsely of and concerning the Plaintiff in paragraph 17 herein, the 1st Defendant meant and ordinarily understood by right – thinking members of the society to mean that the Plaintiff is into demanding for bribes in order to perform his parliamentary responsibilities and to cover up for wrongdoing.
6. The Plaintiff further avers that the said false and malicious utterances and publication by the 1st Defendant and 2nd Defendant meant and were naturally and ordinarily understood by right – thinking members of the society to mean that the Plaintiff promotes bribery, compromises his work as a Member of Parliament for bribes and is in the business of aiding and abetting the breaching of the laws of the Republic of Ghana.

1. The Plaintiff avers that the 2nd Defendant by publishing the said defamatory statement by the 1st Defendant did so with the sole purpose of aiding and or facilitating the 1st Defendant to dent the reputation of the Plaintiff without any justification and to impute crime to the Plaintiff since under the laws of Ghana, bribery and corruption is criminalized.
2. The Plaintiff says that the false and malicious utterances made by the 1st Defendant which were published by the 2nd Defendant were designed to disparage him and create embarrassment, resentment and disaffection for him in the minds of right - thinking members of the society.
3. The Plaintiff will rely on the following facts and matters in support of the claim for damages, including aggravated damages for malicious defamation:
4. The defamatory words were uttered, broadcast and published by the Defendants recklessly and not caring about the irreparable damage that will be caused to the reputation of the Plaintiff;
5. The defamatory words were uttered, broadcast or publicized without caution in a malicious manner with intent to cause damage and injury to the Plaintiff’s hard- earned reputation.
6. Plaintiff avers that since the defamatory statement was uttered by the 1st Defendant aided by the 2nd Defendant and 3rd Defendant, he has been inundated with calls from his constituents, family members, friends and other Members of Parliament expressing concerns with the defamatory statement uttered by the 1st Defendant.

1. Plaintiff avers that the 1st Defendant and 2nd Defendant have injured the image of the Plaintiff and brought his hard-won reputation into hatred, ridicule, odium, discredit, contempt, opprobrium and reproach and as such right thinking members of the society question the integrity of the Plaintiff especially as a Member of Parliament.
2. **WHEREFORE** Plaintiff claims against the 1st ,2nd and 3rd Defendants jointly and severally:
3. **A declaration that the defamatory words uttered and published by the 1st Defendant contained in paragraph 19 of the Statement of Claim on Oman 107.1 FM sponsored and promoted by the 2nd Defendant are defamatory.**
4. **A declaration that the Plaintiff’s reputation has been injured by reason of the false, malicious, unjustifiable and reckless defamatory statement uttered by the 1st Defendant and further published by Oman 107.1 FM, promoted and sponsored by the 2nd Defendant.**
5. **An order of the Honourable Court directed at the Defendants to publish an unqualified retraction and an apology on Oman 107.1 FM with the same prominence the defamatory words received within 7 days after the judgment.**
6. **An order of the Honourable Court for perpetual injunction restraining the Defendants, their agents, assigns and servants from further publishing any defamatory words against the Plaintiff.**
7. **The sum of One Million Ghana Cedis (GH₵1,000,000.00) in general damages against the 1st Defendant.**
8. **The sum of One Million Ghana Cedis (GH₵1,000,000.00) in general damages against the 2nd and 3rd Defendants.**
9. **Cost including lawyer’s fees and**
10. **Any other order or orders as to this Honourable Court may deem fit in the circumstances.**

DATED AT AYINE & PARTNERS , NO.C808/29 1ST CLOSE LILY STREET, EAST LEGON, ACCRA THIS 13 TH DAY OF AUGUST, 2021.

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 GODWIN KUDZO TAMEKLO ESQ

 LIN NO: eGAR02650/21

 LAWYER FOR PLAINTIFF

THE REGISTRAR

HIGH COURT

ADENTA

 AND TO THE ABOVE-NAMED DEFENDANTS OR THEIR LAWYERS

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