

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
ACCRA-A.D. 2025

SUIT NO: C0/000/2025

KWAAME MINTAH
H/NO. 606, LARTEBIOKOSHIE
ACCRA

...

PLAINTIFF

v.

FILLAH LITMUS
H/NO. 111, ABROKYIRE
ENKYI

...

DEFENDANT

**STATEMENT OF DEFENCE FILED ON BEHALF OF THE DEFENDANT
PURSUANT TO LEAVE GRANTED BY HER LADYSHIP JUSTICE ALCIA OKYER
ON 25TH MAY 2025**

1. Save as herein after expressly admitted, the Defendant denies each and every material allegation of fact contained in the Statement of Claim as if same were set out in extenso and denied seriatim.
2. Defendant admits paragraphs 1, 2 and 3 of the Plaintiff's statement of claim.
3. Save that the Defendant has received from the Plaintiff an amount Forty-Thousand Ghana Cedis (GHS 40,000) for the purchase of petroleum products from Champion Petroleum , paragraph 4 of the statement of claim is denied.
4. Defendant makes no admission of paragraph 5, 6 and 7 of the statement of claim.
5. Defendant admits paragraph 8 of the statement of claim.

6. Defendant makes no admission of paragraphs 9, 10 and 11 of the Plaintiff's statement of claim and shall put the Plaintiff to strict proof of the averments contained therein.
7. Defendant denies paragraphs 12, 13, 14, 15, and 16 of the statement of claim and shall put the plaintiff to strict proof of the averments contained therein.
8. Defendant makes no admission of paragraphs 17, 18, 19 and 20 of the statement of claim.
9. The Defendant in further defence to the matter states that, pursuant to a request made by plaintiffs, Defendant issued a letter of discharge in plaintiffs' favour.
10. The Defendant states that the condition precedent for the loan was for the Defendant to fully pay off all his debts owed and due Defendant in the sum of GHS45,000 on or before December 2026.
11. The Defendant again states that all parties in present matter were fully aware and had full understanding of the said condition precedent.
12. The Defendant in further defence states that the Plaintiff by its own volition and free will paid up the said amount signifying the discharge of its total indebtedness to the Defendant.
13. The Defendant states emphatically that the issuance was based on an agreement which was mutually entered into by both parties.
14. The Defendant avers that pursuant to paragraphs 12, 13 and 14, the said agreement between both parties was therefore performed absolutely, relieving both parties from any further conceivable liability emanating from the said agreement.
15. It is thus the Defendant's bane and contention that the Plaintiff's act of instituting an action for the refund of GHS 50,000 is in bad faith and should not be countenanced or given any further attention by the court.
16. The Defendant avers that the Plaintiff is not entitled to its reliefs.

DATED IN ACCRA, THIS 31ST DAY OF JUNE, 2025.

**AAMA FOFIE, ESQ.
AMAFO LEGAL
LAWYERS FOR THE DEFENDANT
P/C NO: eGAR 00001/25**

**The Registrar
High Court
Accra**

**AND FOR SERVICE ON THE ABOVE-NAMED PLAINTIFF OR HIS LAWYER,
KWAAKU FOFIE, ESQ., OF KWAFO LAW CONSULT, ACCRA**