



REPUBLIC OF GHANA

WRIT OF SUMMONS

WRIT ISSUED FROM ACCRA 2026

SUIT NO.

IN THE HIGH COURT OF JUSTICE

ACCRA – A.D. 2026

GJ-CA/BSC/0007/2027

BETWEEN:

1. WONTUMI FARMS LTD
2. BERNARD ANTWI BOASIAKO
House No. NA 244
Asafo Market
Kumasi

Plaintiffs

AND

1. GHANA EXPORT-IMPORT BANK
Export Trade House
Ambassadorial Enclave
Liberia Road, Accra
2. ECONOMIC & ORGANISED CRIME OFFICE
Barnes Road, Adjacent Crime Office
High Street, Accra
3. THE ATTORNEY-GENERAL
Office of the Attorney-General
Accra

Defendants

TO

AN ACTION having been commenced against you by the issue of this Writ by the above-named plaintiffs

1. WONTUMI FARMS LTD
2. BERNARD ANTWI BOASIAKO

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 EXPORT-IMPORT BANK
2. ECONOMIC & ORGANISED CRIME OFFICE
3. THE ATTORNEY-GENERAL



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

Dated this

6th

day of

Oct

20...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 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 (not P.O. Box number).

STATEMENT OF CLAIM

The Plaintiff claims against the Defendant as follows:

- a. A declaration that the criminal case number CR/0429/2026; the Republic v Bernard Antwi-Bosiako, Thomas Antwi-Bosiako (at large) and Wontumi Farms Limited is a civil case which the Defendants have improvised as a criminal case.
- b. An order of accounts to determine the amount due the 1st Defendant from the 1st Plaintiff relative to the loans advanced to the 1st Plaintiff between 16th January 2018 and 28th October 2020.
- c. A further declaration that the collateral security together with the insurance cover undergirding the loans advanced to the 1st Plaintiff by the 1st Defendant, are sufficient to pay off the loan.
- d. A consequential order directed at the 1st Defendant to apply the collateral security and the insurance cover connected with the loans to wipe the outstanding debt.
- e. Any further or other reliefs that the justice of this plaint requires.
- f. Costs, including lawyers' professional fees on full indemnity basis.

This Writ was issued by

SAMUEL ATTA AKYEA, ESQ.
(eESR02563/26)

ZOE, AKYEA & CO.
BARRISTERS, SOLICITORS & NOTARIES PUBLIC
C114 ABORLEBU CRESCENT
NORTH - LABONE, ACCRA
P.O. BOX NK 23, NORTH KANESHIE - ACCRA
TEL: 0302 911 208 0302 736 742

whose address for service is

NO. C114 ABORLEBU CRESCENT, NEAR IZONE OFFICE,
LABONE, ACCRA

Agent for

PLAINTIFFS

Lawyer for the plaintiff

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 day of

endorsed the day of

Signed.....Address.....

NOTE: If the plaintiffs claim is for 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).

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

Suit No.

Between:

1. WONTUMI FARMS LTD
2. BERNARD ANTWI BOASIAKO
House No. NA 244
Asafo Market
Kumasi

FILED ON... 06/10/2026
... AMPM
... REGISTRAR
... COMMERCIAL DIVISION OF THE
... HIGH COURT, ACCRA
... Plaintiffs

And

1. GHANA EXPORT-IMPORT BANK
Export Trade House
Ambassadorial Enclave
Liberia Road
Accra
2. ECONOMIC AND ORGANISED CRIME OFFICE
Barnes Road, Adjacent Crime Office
High Street, Accra
3. THE ATTORNEY-GENERAL
Office of the Attorney-General
Accra

... Defendants

STATEMENT OF CLAIM

1. The 1st Plaintiff is a company limited by shares and incorporated under the laws of Ghana whose nature of business includes commercial farming. It operates from Kumasi.
2. The 2nd Plaintiff is a director and a shareholder of the 1st Plaintiff. His normal place of abode is in Kumasi.
3. The 1st Defendant is a financial institution and a creature of statute. Its principal objects, among others, include support and development directly or indirectly trade between Ghana and other countries and building Ghana's capacity and competitiveness in the international market place. It operates from Accra.
4. The 2nd Defendant is a creature of statute with the objects to prevent and defeat organised crime and generally to facilitate the confiscation of the proceeds of crime. Its head office is in Accra.
5. The 3rd Defendant has the constitutional mandate to prosecute all criminal cases in the realm. His palatial office is in Accra where he operates from.

6. The 1st Plaintiff avers that sometime in January 2018, it applied and the 1st Defendant granted on concrete terms a medium-term loan in the sum of GHS 18,734, 260.00 to it for the cultivation of corn on commercial basis.
7. Of and concerning the facility aforesaid, the 1st Plaintiff posted its 10,000-acre farmland situate at Asare Nkwanta Nsuta in the Ashanti Region as equitable mortgage.
8. Additionally, the 1st Defendant became the beneficiary of a legal charge over the fixed assets of the 1st Plaintiff relative to the facility.
9. The 2nd Plaintiff also gave a personal guarantee binding himself to repay the loan in the event of a default by the 1st Plaintiff.
10. Significantly, the 1st Defendant covenanted to insure the commercial farming which is tied to the loan on the account of the vagaries of farming especially rain-fed agriculture.
11. The Plaintiffs asseverate that the 1st Defendant was satisfied with the genuineness and the validity of the documents it exacted from them before approving the loan.
12. The Plaintiffs aver that in their dealings with the 1st Defendant, they did not use any criminal trick and/or device as a material inducement to obtain the loan.
13. Indeed, the 1st Defendant interrogated the propriety of the loan application together with all the requisite and relevant documents the 1st Defendant requested of the 1st Plaintiff as the conditions precedent and prerequisite to the granting of the loan aforesaid.
14. The 1st Plaintiff avers that on the account of the unpredictable agricultural condition, the commercial farming did not yield the necessary output, the monetary value of which could have been used by the 1st Plaintiff to pay off the loan.
15. The 1st Plaintiff avers that when the agricultural challenges were brought to the attention of the 1st Defendant, the 1st Defendant, under no deception and delusion whatsoever, restructured the loan on new terms.
16. The 1st Plaintiff avers that the 1st Defendant did not disburse the entire restructured loan for its benefit.
17. The 1st Plaintiff says that sometime in September 2018, when it had a huge commercial harvest of corn, as fate will it, the four rivers proximate to the commercial farm, that is, Kyirenta, Dida, Fiiwa and Abram, overflowed their bounds and destroyed the farm together with the huge harvest.

18. The Plaintiffs brought this force majeure to the attention of the 1st Defendant who assured them that it will activate the insurance policy covering the farm to secure the requisite compensation.
19. In recent times, the 1st Defendant lodged a criminal complaint with the 2nd Defendant against the 2nd Plaintiff, relative to the facilities aforesaid.
20. The 2nd Plaintiff was investigated by the 2nd Defendant and he roundly denied any criminality on his part pertaining to the loans as disbursed by the 1st Defendant.
21. On the 15th day of May 2026, the 3rd Defendant arraigned the 1st and 2nd Plaintiffs before the High Court, Criminal Division, and charged them with four (4) counts of defrauding by false pretences, uttering of a forged document, money laundering and intentionally causing financial loss to a public body.
22. On the 22nd day of September 2026, the 3rd Defendant amended the charges.
23. The criminal case is intituled Criminal Case No. CR/0429/2026; the Republic v Bernard Antwi-Bosiako, Thomas Antwi-Bosiako (at large) and Wontumi Farms Limited.
24. The Plaintiffs aver that their prosecution at the instance of the 3rd Defendant is malicious in character.

Particulars of Malice

- i. The 2nd Defendant has no jurisdiction to wade into what, to all intents and purposes, is a civil debt.
- ii. The 1st Defendant is using the 2nd Defendant as a debt collector.
- iii. The Defendants have ignored all the collateral securities including the insurance settlement to pay off the loans to pursue a criminal trial.
- iv. It is an improper professional judgment on the part of the 2nd and 3rd Defendants to use the criminal processes to achieve a civil end.
- v. The 2nd and 3rd Defendants devalue the 1st Defendant that the 1st Defendant is incapable of conducting due diligence and also exercise the requisite professional judgment in granting loans.
- vi. There are no officials in the management space of the 1st Defendant who approved the loan was charged with any offence for being criminally implicit.

25. On the 10th day of August 2026, the 1st Plaintiff caused its lawyers to demand a comprehensive bank statement from the 1st Defendant.
26. The 1st Defendant has not given the 1st Plaintiff the courtesy of a reply.
27. In the premises, the Plaintiffs claim against the Defendants jointly and severally for the following reliefs:
 - a. A declaration that the criminal case number CR/0429/2026; the Republic v Bernard Antwi-Bosiako, Thomas Antwi-Bosiako (at large) and Wontumi Farms Limited is a civil case which the Defendants have improvised as a criminal case.
 - b. An order of accounts to determine the amount due the 1st Defendant from the 1st Plaintiff relative to the loans advanced to the 1st Plaintiff between 16th January 2018 and 28th October 2020.
 - c. A further declaration that the collateral security together with the insurance cover undergirding the loans advanced to the 1st Plaintiff by the 1st Defendant, are sufficient to pay off the loan.
 - d. A consequential order directed at the 1st Defendant to apply the collateral security and the insurance cover connected with the loans to wipe the outstanding debt.
 - e. Any further or other reliefs that the justice of this plaint requires.
 - f. Costs, including lawyers' professional fees on full indemnity basis.

Dated at Adehye Chambers, Accra this 5th day of October 2026.

The Registrar,
High Court,
Accra.

Samuel Atta Akyea, Esq.
(eESR02563/26)
Lawyer for the 1st and 2nd Plaintiffs
Zoe Akyea & Co.
ZOE, AKYEA & CO.
BARRISTERS, SOLICITORS & NOTARIES PUBLIC
C114 ADORLEBU CRESCENT
NORTH - LABONE, ACCRA
P. O. BOX NK 23, NORTH PANESHIÉ - ACCRA
TEL: 0302 910 208, 0302 736 742

And to the above-named Defendants herein.