



FILED ON 8/06/23
AT 11:50
REGISTRAR
ADENTAN, ACCRA

court 2

WRIT OF SUMMONS
(Order 2 rule 3(1))

WRIT ISSUED FROM... 8th APRIL 2023 SUIT NO. C2/59/23

IN THE HIGH COURT OF GHANA
(ADENTA, GA/R – A.D. 2023)

BETWEEN:

CRUISE PEOPLE LIMITED
5TH FLOOR PLATINUM PLACE
ACCRA – KANDA, HIGH STREET

PLAINTIFF

AND

MR. MOHAMMED ISMAIL SHARRIFF
(a.k.a Black Sherif)
Accra

DEFENDANT

AN ACTION having been commenced against you by the issue of this writ by the above- named Plaintiff

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.

Dated this 8th day of July 2023
Justice v a m
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 a lawyer at Form 5 at the Registry of the Court of issue of the writ at Adenta. A defendant appearing personally may, if he desire 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's claim is for:

- a. An Order directed at the Defendant to pay the Plaintiff **USD20, 000.00** being the part payment of the fee paid to the Defendant;
- b. Payment of interest on the **USD20, 000.00** from the 18th April, 2023 up to the date of final payment;
- c. An Order directed at the Defendant to pay the Plaintiff **USD18, 000.00** being the money lost in securing the cabins in the cruise ship;
- d. An Order directed at the Defendant to pay the Plaintiff **USD50,000.00** being lost profits occasioned by the Defendant's breach of the agreement;
- e. An Order directed at the Defendant to pay to the Plaintiff the **Ghc65, 000.00** which was paid to the Multimedia Group with the sole purpose of advertising the video clip of the Defendant which the Defendant refused to make available;
- f. General damages for breach of contract;
- g. Costs inclusive of legal fees.
- h. Any other relief(s) the Honourable Court deems fit.

This writ was issued by **GODWIN KUDZO TAMEKLO ESQ. LICENCE NO. eGAR00174/23**

**AYINE AND PARTNERS LAW OFFICES, NO.C808/29
1ST CLOSE LILY STREET, EAST LEGON, ACCRA**

Whose address for service

Agent for **PLAINTIFF**

Lawyer for the plaintiffs 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 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).

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
ADENTA – A.D. 2023

8/06/23
FILED ON 8/6/23
1:50
SAS
REGISTRAR
ADENTA
ACCRA

SUIT NO.

BETWEEN

CRUISE PEOPLE LIMITED
5TH FLOOR PLATINUM PLACE
ACCRA – KANDA, HIGH STREET

PLAINTIFF

AND

MR. MOHAMMED ISMAIL SHARRIFF
(a.k.a Black Sherif)
Accra

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a company registered under the laws of the Republic of Ghana.
2. The Defendant is a Ghanaian citizen and a musician of international repute.
3. The Plaintiff avers that on the 18th April, 2023 it executed an agreement with the Defendant in which the Defendant agreed to perform at an event called Afro Cruise Jam which was to be held in Greece.
4. The Plaintiff repeats the preceding paragraph and further avers that the venue of the said event was to take place in a cruise ship known as

Celestial Olympia Cruise Ship with a thousand (1000) capacity. The said event was to take place on the 19th August, 2023.

5. The Plaintiff avers that the Defendant was to be the headline artist at the event given the standing of the Defendant in the music industry in Ghana and beyond.
6. The Plaintiff avers that in the agreement, the Plaintiff has/had the obligation to pay the Defendant a fee of Forty Thousand United States Dollars (**USD40,000**) with the following payment schedules;
 - a. *USD20, 000.00 constituting 50% of the fee to be paid on the 18th April, 2023.*
 - b. *USD20, 000.00 constituting the final payment to be paid on the 17th July, 2023 to be paid four (4) weeks prior to the Defendant's performance at the event.*
7. The Plaintiff avers that the above fees were required to be paid into the Defendant's account.
8. The Plaintiff avers that it fulfilled its obligation by paying the first deposit of **USD20, 000.00** to the Defendant by paying the said amount into the Defendant's account as agreed to in the agreement. The Defendant acknowledged receipt of the money.
9. The Plaintiff avers that as part of the Defendant's obligations, the Defendant was required to record a video clip announcing his participation and availability for the event on the cruise ship on the agreed date and the said video clip was to be advertised by the

Multimedia Group on the 19th May, 2023 on Joy FM's show known as Drive time.

10. The Plaintiff avers that it was made clear to the Defendant that the video clip which was to be recorded by the Defendant to announce his availability to perform on the cruise ship was a *sine qua non* for the Plaintiff to incur any resources in anticipation of the event and to assure prospective purchasers of the tickets for the event that he would be available for the event since he was the star artist for the event.
11. The Plaintiff avers that the Defendant gave the Plaintiff firm assurances that the video clip will be ready and available for the media broadcast on the 19th May, 2023. The Plaintiff states that based on the firm assurances of the Defendant, the Plaintiff proceeded to pay a deposit of Eighteen Thousand United States Dollars (**USD18, 000.00**) to procure cabins on the cruise ship in anticipation of the interests and patronage of the cruise tickets that the media broadcast of the Defendant's video clip would generate.
12. The Plaintiff further avers that based on the firm assurances of the Defendant to make the video clip available for broadcast by Joy FM, the Plaintiff paid Sixty Five Thousand Ghana Cedis (**Ghc65, 000.00**) as part payment out of an amount of One Hundred and Eighty Thousand Ghana Cedis (**Ghc180, 000.00**) to Joy FM in anticipation of the Defendant's video clip being available for broadcast.
13. The Plaintiff avers that it expected to make **USD50, 000.00** in return from its investment in the event. The Plaintiff states that it blocked and secured 100 cabins based on double occupancy on the cruise ship for the event. In effect, the total number of passengers would be 200.

14. The Plaintiff avers that it allocated 150 tickets to Ghanaians and people of African descent living in Europe. It was for that purpose the Plaintiff hired the Defendant to afford Ghanaians living in Europe and America the opportunity to meet the Defendant and to enjoy his music.
15. The Plaintiff avers that Ghanaians and people of African descent living in Europe were to pay One Thousand United States Dollars (**USD1000.00**) per person with expected profit of **USD200.00** per person making it a total profit of Thirty Thousand United States Dollars (**USD30, 000.00**) from the 150 tickets.
16. The Plaintiff further avers that in Ghana, 40 tickets were to be sold at Four Thousand Five Hundred United States Dollars (**USD4, 500.00**) per person making it a total profit of Twenty Thousand United States Dollars (**USD20, 000.00**) from the 40 tickets.
17. The Plaintiff avers that the remaining 10 tickets were to be given out as complimentary tickets to partners and promoters of the event.
18. The Plaintiff repeats paragraphs 15 and 16 of the Statement of Claim and further avers that the expected profit from the event was **USD50, 000.00**.
19. The Plaintiff avers that the Defendant reneged on his promise to make the video available for broadcast despite several demands made by the Plaintiff for the said video clip. The Plaintiff asserts that on the 19th May, 2023, the said video clip was unavailable for broadcast by Joy FM due to the Defendant's willful neglect or refusal to send the video clip for broadcast.

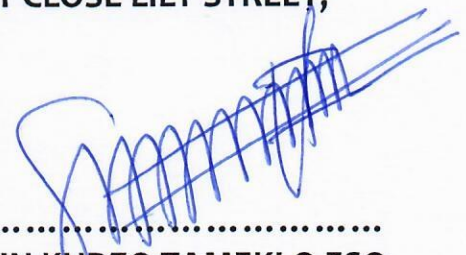
20. The Plaintiff avers that as a result of the Defendant's willful neglect and or refusal to confirm his musical performance on the Joy FM radio show through the video clip, the paid deposit of **USD18, 000.00** for the cabins on the cruise ship was lost to the cruise line due to the cancellation of the booking of the cabins since the expected interests and patronage of the event could not be guaranteed.
21. The Plaintiff avers that the Defendant knew and or ought to have known that his failure to make his video clip available to announce his availability and presence for the event on the cruise ship in Greece would jeopardize the Plaintiff's event.
22. The Plaintiff avers that the willful conduct of the Defendant constitutes a fundamental breach of the agreement executed on the 18th April, 2023 and defeats the agreement in its entirety since the patronage of the event was dependent on the Defendant announcing his availability to perform on the cruise ship.
23. The Plaintiff avers that by the willful conduct of the Defendant, it has been deprived of its expected profit of **USD50, 000.00** from the event which the Defendant foresaw or ought to have foreseen that should he fail to perform his part of the obligations, the Plaintiff stood to lose its investments and profits thereof.
24. The Plaintiff avers that it caused its lawyers to write to the Defendant in a letter dated 22nd May, 2023 demanding for the reimbursement of the money paid to the Defendant and all the losses incurred by the Plaintiff due to the breach of the agreement by the Defendant. The Plaintiff states that the Defendant up to date has not responded to the Plaintiff's demand letter.

25. The Plaintiff avers that by the conduct of the Defendant, he has evinced a clear intention of not restoring the Plaintiff to the position it would have been if the Defendant did not breach the agreement.

26. **WHEREFORE** the Plaintiff claims against the Defendant as follows;

- a. An Order directed at the Defendant to pay the Plaintiff **USD20, 000.00** being the part payment of the fee paid to the Defendant;
- b. Payment of interest on the **USD20, 000.00** from the 18th April, 2023 up to the date of final payment;
- c. An Order directed at the Defendant to pay the Plaintiff **USD18, 000.00** being the money lost in securing the cabins in the cruise ship;
- d. An Order directed at the Defendant to pay the Plaintiff **USD50,000.00** being lost profits occasioned by the Defendant's breach of the agreement;
- e. An Order directed at the Defendant to pay to the Plaintiff the **Ghc65, 000.00** which was paid to the Multimedia Group with the sole purpose of advertising the video clip of the Defendant which the Defendant refused to make available;
- f. General damages for breach of contract;
- g. Costs inclusive of legal fees;
- h. Any other relief(s) the Honourable Court deems fit.

DATED AT AYINE AND PARTNERS, H/NO. C808/29, 1ST CLOSE LILY STREET,
EAST LEGON, ACCRA, THIS 6TH DAY OF JUNE, 2023.



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GODWIN KUDZO TAMEKLO ESQ
LAWYER FOR THE PLAINTIFF

LIN NO: eGAR 00174/23

AYINE & PARTNERS
LEGAL PRACTITIONERS & CONSULTANTS
1st CLOSE LILY STREET, EAST LEGON
PMB CT 57
TEL: 030 254 209 2/3

THE REGISTRAR
HIGH COURT
ADENTA

AND FOR SERVICE ON THE ABOVE-NAMED DEFENDANT