



WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM ACCRA 07/11/20 20...24 SUIT NO. 21/10/17/2025

**IN THE HIGH COURT OF JUSTICE
GENERAL JURISDICTION**

BETWEEN

**STRATEGIC MOBILISATION GHANA LTD.
9TH LANE, MASTER BANOR STREET
OSU, ACCRA**

PLAINTIFF

VRS

**MANASSEH AZURE AWUNI
AAR-BAKOR STREET
OGBOJO, ACCRA**

DEFENDANT

AN ACTION having been commenced against you by the issue of this writ by the above named Plaintiff. **STRATEGIC MOBILISATION GHANA LTD**

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 **MANASSEH AZURE AWUNI**.

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

Dated this 17 day of Nov

20...24

G. SACKY TORKORNOO (MRS.)

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 . 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).*

07/11/2024
HIGH COURT ACCRA



**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
GENERAL JURISDICTION
ACCRA – A. D. 2024**

SUIT NO.

BETWEEN

STRATEGIC MOBILISATION GHANA LTD.
9TH LANE, MASTER BANOR STREET
OSU, ACCRA

-

PLAINTIFF

AND

MANASSEH AZURE AWUNI
AAR-BAKOR STREET
OGBOJO, ACCRA

-

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company registered under the laws of Ghana and in the business of providing revenue assurance services such as transaction audit services and external price verification services, through the deployment of high-end digital and electronic systems.
2. The Defendant is a journalist, and the author of a book titled "The President Ghana Never Got" which was published in 2024.
3. The Plaintiff says that by a contract dated 1st January 2019, Ghana Revenue Authority (GRA) entered into an agreement with the Plaintiff for the provision of Transaction Audit Services and External Price Verification Services within its customs operations.
4. The Plaintiff says that subsequently the Ghana Revenue Authority (GRA) extended the Plaintiff's audit services to cover operations within the

petroleum downstream sector pursuant to contracts dated 1st April 2019 and 3rd October 2019.

5. The Plaintiff says that the extension was done as part of the GRA's efforts to improve revenue mobilization in the country by eliminating revenue leakages within the downstream petroleum sector at the Bulk Distribution Depots.
6. The Plaintiff says that the said contract was for a duration of five (5) years.
7. The Plaintiff avers that since the commencement of its contracts with the GRA, revenue from the downstream petroleum sector has significantly increased and that at all material times, the Plaintiff has carried out its obligations under the contracts with utmost integrity, accountability and transparency.
8. Plaintiff further avers that following its proven integrity, capability and capacity to improve revenue mobilization in the downstream petroleum sector using high-end technological and digital solutions, on 25th October 2023, the Government of Ghana (GoG) acting through the Ministry of Finance (MoF), and the GRA, extended the scope of Plaintiff's existing contract to include the upstream petroleum and minerals revenue audit. This new agreement is called the "Contract for the Consolidation of Revenue Assurance Services" and is for a term of five (5) years.
9. The parties to the new contract were the GoG, the GRA and the Plaintiff.
10. The Plaintiff says that by the terms of the contract, the services to be rendered by the Plaintiff were to be on a Risk-Reward basis.
11. The Plaintiff under the Risk-Reward contract was to bear the cost of the infrastructure and technology required and if there was any increment in revenue, the Plaintiff would then be rewarded by way of compensation paid by GRA from the said increased revenue.

12. The Plaintiff avers that the Defendant has since December 2023 published several defamatory materials about the Plaintiff regarding the Plaintiff's contract with the GoG and the GRA.
13. The Plaintiff says that among the defamatory material published by the Defendant regarding the Plaintiff are a documentary published on YouTube by the Defendant on 18th December 2023 and several articles and tweets.
14. The Plaintiff avers that following the Defendant's defamation of Plaintiff's character through the publication of the documentary, several articles and tweets, the Plaintiff per suit number GJ/0431/2024 instituted an action against the Defendant for damages, inter alia.
15. The Plaintiff avers that notwithstanding the pending defamation suit the Defendant in Chapter 28 of his book "The President Ghana Never Got" discusses the Plaintiff's contract with the GoG and the GRA, which chapter is titled "The Mother of All Scandals".
16. The Plaintiff says that in Chapter 28 of the Defendant's book, the Defendant alleges several non-factual statements that tarnish the reputation of the Plaintiff and have caused right-thinking members of society to shun the Plaintiff.
17. The Plaintiff avers that in Chapter 28, Defendant calls the Plaintiff's contract with the GoG and the GRA "the biggest scam", a "shady deal" and "the SML scandal".
18. The Plaintiff further avers that the Defendant in chapter 28 of his book refers to statements and projections made by the Plaintiff regarding its contract with the GoG and GRA as "falsehoods" and "a lie".
19. The Plaintiff further says that the Defendant in chapter 28 calls the Plaintiff's contract with the GoG and GRA "needless" and "redundant".

20. The Plaintiff says that the contents of Chapter 28 of the Defendant's book and the phrases used by the Defendant to describe the contract impute wrongdoing to the Plaintiff and portrays the Plaintiff as a criminal organization.
21. The Plaintiff further avers that the Defendant by publishing his book, especially Chapter 28 thereof, has seriously and in bad faith tarnished the image and reputation of the Plaintiff.
22. The Plaintiff says that Chapter 28 of the Defendant's book was published by the Defendant in bad faith because during his so-called investigations of the Plaintiff's operations he was given a guided tour of the technology deployed by the Plaintiff and was shown how the Plaintiff was actively and effectively performing its obligations of revenue assurance under its contract with GRA and GoG.
23. Plaintiff further avers that it never hid or withheld any information from the Defendant during Defendant's investigations except in so far as such information was confidential to protect Plaintiff's business operations.
24. The Plaintiff further says that its contract with the GoG and the GRA was on a risk-reward basis as mentioned above, and that the Defendant's statements in Chapter 28 of his book that the Plaintiff "lied" about its earnings under the contract is without any factual basis.
25. The Plaintiff further says that the Defendant's statement in chapter 28 of his book that the Plaintiff was "adding nothing to the sector" is also without any factual basis and merely shows that the Defendant failed and/or refused to understand the Plaintiff's obligations under the contract.
26. The Plaintiff further adds that the Defendant maliciously labeled the contract "the SML Scandal" in Chapter 28 of his book, imputing wrongdoing to the Plaintiff.

PARTICULARS OF MALICE

- i.* The Defendant as an educated journalist knew or ought to have known that the GRA and GoG had the sole responsibility, in their capacity as procuring entities, of ensuring legal compliance in the processes leading up to the execution of a contract of the present nature.
 - ii.* The Defendant knowing the above, still carefully chose to label the contract "the SML scandal", and by doing so, deprived the public of the opportunity of forming any independent and untainted opinions regarding the Plaintiff's business.
27. The Plaintiff says that the use of these words and expressions by the Defendant in his book misinforms and prejudices right-thinking members of society and portrays the Plaintiff as a dishonest company.
28. Plaintiff says that the Defendant's false reportage on Plaintiff's contract with the GoG and the GRA has resulted in public reactions and backlash, which has not only damaged the Plaintiff's reputation, but has also resulted in distrust in the Plaintiff's operations in the petroleum and mining sector.
29. Plaintiff says that the onslaught of backlash from the public which has arisen from the Defendant's publication of Chapter 28 of his book has adversely impacted Plaintiff's operations by causing the Plaintiff to lose potential contracts from Tanzania, Kenya and Ivory Coast.
30. Plaintiff says that from the foregoing, the Defendant has defamed the Plaintiff.
31. WHEREFORE Plaintiff claims against the Defendant as follows:
 - a) General damages of GH¢1,000,000.00 for defamation.
 - b) Exemplary damages of GH¢20,000,000.00 for the Defendant's malicious reporting.

- c) Perpetual injunction restraining the Defendant from publishing any further defamatory material about the Plaintiff.
- d) A retraction of Chapter 28 of the Defendant's book entitled "The Mother of All Scandals", and an apology from the Defendant.
- e) Any other orders that this Honourable Court may deem fit.

DATED AT SAM OKUDZETO & ASSOCIATES, SENA CHAMBERS, 4 OTSWE STREET, OSU AKO ADJEI, ACCRA THIS 14th DAY OF OCTOBER 2024.



VICTORIA BARTH
LICENCE NO. eGAR 05124/24
CHAMBERS REGISTRATION: ePP08874/24
SAM OKUDZETO & ASSOCIATES
SOLICITORS FOR THE PLAINTIFF

THE REGISTRAR
HIGH COURT
GENERAL JURISDICTION
ACCRA

AND FOR SERVICE ON THE ABOVE-NAMED DEFENDANT