



WRIT OF SUMMONS
(Order 2 rule 3)
WRIT ISSUED FROM.....20.....SUIT NO.
IN THE HIGH COURT, ACCRA
(GENERAL JURISDICTION)

BETWEEN

1. ZEEPAY GHANA LTD
No. 2 Circular Crescent Road
Cantonments, Accra

-- **PLAINTIFFS**

2. ANDREW TAKYI-APPIAH
NO. 11 Kofi Annan Street
Airport Residential Area,
Accra

AND

1. SCANCOM PLC
2. MOBILE MONEY FINTECH LTD.

-- **DEFENDANTS**

(PLAINTIFFS WILL DIRECT SERVICE)

To

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

ZEEPAY GHANA LTD AND ANDREW TAKYI-APPIAH

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 entered by you.

SCANCOM PLC AND MOBILE MONEY FINTECH LTD.

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

Dated this ... Day of ...
Chief Justice of Ghana

20....

P. BAFFOE-BONNIL
(CHIEF JUSTICE)

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 the 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.

STATEMENT AS TO THE NATURE OF CLAIM:

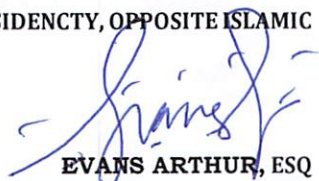
PLAINTIFFS claim against Defendants jointly and severally as follows:

- a) A declaration that it is wrongful and unlawful for the Defendants to register 1st Plaintiff's Corporate Wallet (OVA Wallet) MTN Mobile number 0530585752 in the name of the 2nd Plaintiff.
- b) A declaration that the Defendants breached their duty owed the 1st Plaintiff when they refused and/or neglected to comply with and act on 1st Plaintiff's instructions to change the ownership of its Corporate Wallet (OVA Wallet) 0530585752 from 2nd Plaintiff's name to its name.
- c) A declaration that the Defendants are liable for any harm suffered or to be suffered by the 2nd Plaintiff as a result of Defendants' use of the 2nd Plaintiff's name as the owner of the 1st Plaintiff's Corporate Wallet (OVA Wallet) MTN Mobile Number 0530585752 and the refusal/neglect of the Defendants to comply with 1st Plaintiff's instructions to take 2nd Plaintiff's name off as the owner of the 1st Plaintiff's Corporate Wallet No. 0530585752.
- d) An Order directed at the Defendants to remove 2nd Plaintiff's name as the owner of 1st Plaintiff's Corporate Wallet (OVA Wallet) MTN No. 0530585752 and comply with 1st Plaintiff's instructions dated November 2023.
- e) General Damages for breach of contract in favor of 1st Plaintiff.
- f) General Damages of GHC 10 Million for pain, distress and reputational harm in favor of 2nd Plaintiff.
- g) Exemplary damages of GHC 5 million in favour of 2nd Plaintiff.
- h) Cost including Legal fees.
- i) Any Order(s) that this Honorable Court deems fit, just and equitable.

DATED AT AJ LAW CONSULT, NO.117A, OKLEY ANANG LANE, LOCATED IN BENZEE RESIDENCY, OPPOSITE ISLAMIC UNIVERSITY, ACCRA THIS 21st DAY OF OCTOBER, 2026.

This writ was issued by, EVANS ARTHUR, ESQ.

EVANS ARTHUR, ESQ.
AJ LAW CONSULT
P. O. BOX 1772, OSU-ACCRA
TEL: 0501597655


EVANS ARTHUR, ESQ
LAWYER FOR PLAINTIFFS
eGAR - 00699/26

whose address for service is **AJ LAW CONSULT, NO. 117A OKLEY ANANG LANE, LOCATED IN BENZEE RESIDENCY, OPPOSITE ISLAMIC UNIVERSITY, ACCRA.**

Agent for

Lawyer for the plaintiff

who resides at

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).

Filed on 23/10/20
at 2:00 am/pm
Registrar
GENERAL JURISDICTION LCC-ACCRA

IN THE HIGH COURT OF JUSTICE
GENERAL JURISDICTION)
ACCRA – AD 2026

SUIT NO:

1. ZEEPAY GHANA LTD -- **PLAINTIFFS**
No. 2 Circular Crescent Road
Cantonments, Accra

2. ANDREW TAKYI-APPIAH
NO. 11 Kofi Annan Street
Airport Residential Area,
Accra

VRS

1. SCANCOM PLC -- **DEFENDANTS**
2. MOBILE MONEY FINTECH LTD.

(PLAINTIFFS WILL DIRECT SERVICE)

STATEMENT OF CLAIM

1. The 1st Plaintiff is a company registered under the laws of the Republic of Ghana and operates in the fintech space as a Mobile Financial Service Provider and Payment System Service Provider.
2. The 2nd Plaintiff is the Managing Director of the 1st Plaintiff and one of the pioneers of Fintech in Ghana.
3. The 1st Defendant, incorporated under the Laws of the Republic of Ghana operates the Telecom service business known as MTN Ghana.

4. The 2nd Defendant operates MTN Ghana's Mobile Money (MoMo) services and it is registered under the laws of the Republic of Ghana.
5. 1st Plaintiff says that around 2022/2023, in furtherance of its business it subscribed to a Mobile Money Corporate Wallet (OVA Wallet), MTN Mobile number 0530585752 to use the MoMo services of the 2nd Defendant under the platform of the Defendants.
6. The 1st Plaintiff says that it subsequently came to its attention that the Defendants on their platforms have registered its corporate wallet, MTN Mobile Money number 0530585752 in the name of Andrew Takyi-Appiah, the 2nd Plaintiff herein.
7. Plaintiffs say that they immediately brought to the attention of the Defendants the wrongful registration of 1st Plaintiff's corporate wallet Ownership in the name of the 2nd Plaintiff.
8. Plaintiffs say that the 1st Plaintiff by a letter dated 21st November 2023 instructed the Defendants to effect an Amendment and change the ownership of its OVA Wallet, MTN Mobile number 0530585752 to its name from the name of the 2nd Plaintiff.
9. 1st Plaintiff says that it also sent to the 2nd Defendant all the necessary documents to enable the Defendants comply and act on its instructions in effecting the registration in its name from the name of the 2nd Plaintiff.
10. Plaintiffs say that the Defendants have refused and or neglected to comply with 1st Plaintiff's instructions to effect the said

change of name from November 2023 with consistent reminders up to August 2026.

11. 1st Plaintiff says that all the relevant documents the 1st Plaintiff used to subscribe to the said corporate wallet are in the name of the 1st Plaintiff including the KYC documents, as such it is wrongful for the Defendants to have registered the ownership of the 1st Plaintiff's Corporate Wallet (OVA Wallet), MTN Mobile number 0530585752 in the name of the 2nd Plaintiff.
12. Plaintiffs say that 1st Plaintiff being a subscriber of the Mobile Financial Services of the Defendants, is a customer of the Defendants whose instructions must be complied with and acted upon by the Defendants.
13. 1st Plaintiff says that as a customer of Defendants its relationship with Defendants is contractual and it is a term of the contract that Defendants will comply with and act upon the clear instructions of the 1st Plaintiff as far as its corporate wallet MTN No. 0530585752 is concerned.
14. 1st Plaintiff repeats paragraph 13 above and say that the Defendants owe it a duty to comply with its instructions as a subscriber of their Mobile Financial Services as far as its corporate wallet is concerned.
15. Plaintiffs say that the refusal and or neglect of the Defendants to comply with 1st Plaintiff's instructions to effect the amendment of the ownership of 1st Plaintiff's Corporate Wallet (OVA Wallet) amounts to a breach of duty of Defendants to comply and act on

the instructions of the 1st Plaintiff concerning its corporate Wallet (OVA Wallet).

PARTICULARS OF BREACH OF DUTY

- i. That the Defendants failed, refused and/or neglected to comply and act on the instructions of the 1st Plaintiff to remove the 2nd Plaintiff's name as the owner of 1st Plaintiff's Corporate Wallet, MTN Mobile Number, 0530585752.
16. 2nd Plaintiff says that the refusal and or neglect of the Defendants to take his name off as the owner of 1st Plaintiff's Corporate Wallet (OVA Wallet) has caused him so much pain, distress and reputational harm to the extent that he has been dragged as a party into litigations of the 1st Plaintiff by reason of his name being on the ownership of 1st Plaintiff's OVA Wallet.
17. 2nd Plaintiff says that in all the litigation of 1st Plaintiff pending before the High Court, Accra, the Courts have refused to misjoin him as a party based on the failure, refusal and or neglect of the Defendants to remove his name from their system/platforms as the owner of the 1st Plaintiff's OVA Wallet(Momo Wallet), MTN Mobile number 0530585752 .
18. 2nd Plaintiff says that it is reckless and unlawful for the Defendants to register his name as the owner of 1st Plaintiff's Corporate Wallet MTN Mobile number 0530585752 and even refuse and or neglect to remove his name despite 1st Plaintiff's instructions and persistent correspondence on the issue from November 2023 to August 2026.

19. Plaintiffs say that Defendants wrongly attributed the 2nd Plaintiff as a handler of the 1st Plaintiff's OVA Account as a justification for the use of his name as the owner of the OVA account but that justification is baseless as the Defendants know or ought to know that the holder of an OVA Wallet account is not necessarily the owner of the Wallet and should have complied with and acted on 1st Plaintiff's instructions per its letter dated 21st November 2023.
20. Plaintiffs say that Defendants, major players in the Telecom and Mobile Money Financial Services space know or ought to know that the registration of 1st Plaintiff's Corporate Wallet (OVA Wallet) in the name of another person contrary to the instructions of 1st Plaintiff would occasion harm to both the 1st Plaintiff and that person, the 2nd Plaintiff herein.
21. 2nd Plaintiff says that he has a separate personality from the 1st Plaintiff and should not have been dragged as a party to litigations of the 1st Plaintiff but currently faces that situation as a result of the reckless, wrongful and unlawful conduct of the Defendants.
22. 2nd Plaintiff says despite reminders from the 1st Plaintiff in 2026 to Defendants to comply and act on its instructions in the change of the ownership of 1st Plaintiff's OVA Wallet, MTN No. 0530585752 in the face of the pain, distress and reputational harm he is facing on being dragged as a party to the litigations of the 2nd Plaintiff, the said OVA Wallet (Momo Wallet) still bears his name as the owner on the Defendants' platform at the date of the commencement of this suit.

23. 1st Plaintiff says that the failure, refusal and/or neglect of the Defendants to comply with and act upon its clear instructions in respect of the change of the ownership name of its corporate wallet, MTN Mobile number 0530585752 amounts to breach of contract.
24. 2nd Plaintiff says that the conduct of the Defendants in refusing and or neglecting to comply and act on the instructions of the 1st Plaintiff to take his name off as the owner of 1st Plaintiff's OVA Wallet in the face of the pain, distress and reputational harm he is facing on being made party to suits against the 1st Plaintiff is oppressive, arrogant and a complete disregard of the rights of both the 1st and 2nd Plaintiff.
25. WHEREFORE PLAINTIFFS claim against Defendants jointly and severally as follows:
- a) A declaration that it is wrongful and unlawful for the Defendants to register 1st Plaintiff's Corporate Wallet (OVA Wallet) MTN Mobile number 0530585752 in the name of the 2nd Plaintiff.
 - b) A declaration that the Defendants breached their duty owed the 1st Plaintiff when they refused and/or neglected to comply with and act on 1st Plaintiff's instructions to change the ownership of its Corporate Wallet (OVA Wallet) 0530585752 from 2nd Plaintiff's name to its name.
 - c) A declaration that the Defendants are liable for any harm suffered or to be suffered by the 2nd Plaintiff as a result of Defendants' use of the 2nd Plaintiff's name as the owner of the 1st Plaintiff's Corporate Wallet (OVA Wallet) MTN Mobile Number 0530585752 and the refusal/neglect of the Defendants to comply with 1st

Plaintiff's instructions to take 2nd Plaintiff's name off as the owner of the 1st Plaintiff's Corporate Wallet No. 0530585752.

- d)** An Order directed at the Defendants to remove 2nd Plaintiff's name as the owner of 1st Plaintiff's Corporate Wallet (OVA Wallet) MTN No. 0530585752 and comply with 1st Plaintiff's instructions dated November 2023.
- e)** General Damages for breach of contract in favor of 1st Plaintiff.
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- g)** Exemplary damages of GHC 5 million in favour of 2nd Plaintiff.
- h)** Cost including Legal fees.
- i)** Any Order(s) that this Honorable Court deems fit, just and equitable.

**DATED THIS 21ST DAY OF OCTOBER, 2026 AT AJ LAW CONSULT,
NO.117A OKLEY ANANG LANE, OPPOSITE ISLAMIC
UNIVERSITY, ACCRA.**

THE REGISTRAR
HIGH COURT
GENERAL JURISDICTION
ACCRA


EVANS ARTHUR
LAWYER FOR PLAINTIFFS
eGAR - 00699/26
EVANS ARTHUR, ESQ.
AJ LAW CONSULT
P.O. BOX 1772, OSU-ACCRA
TEL: 0501597655

AND FOR SERVICE ON THE ABOVE NAMED DEFENDANTS