CORAM: HER LADYSHIP JUSTICE SEDINAM AWO KWADAM (MRS.), JUSTICE OF THE HIGH COURT SITTING AS ADDITIONAL CIRCUIT COURT JUDGE, CIRCUIT COURT 7, ACCRA, ON THE 16TH DAY OF FEBRUARY, 2026

SUIT NO. C4/04/2025

VINCE KONTOH ===== **PLAINTIFF**
NORTEY LOOP
EAST- LEGON –ACCRA
GD-186-7278

VRS.

ERNESTINA TORGBOR ===== **DEFENDANT**
NORTEY LOOP
EAST- LEGON – ACCRA
GD-186-7278

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PLAINTIFF ..... PRESENT

DEFENDANT ..... ABSENT

Selorm Dey (Esq) present for Plaintiff.

Jacqueline Bempah (Esq) holding brief for A. A. Somuah Asamoah (Esq) for Defendant.

SUMMARY OF JUDGMENT

BACKGROUND TO THE CASE

1. This matter came before the Court by way of a **writ of summons for an order for ejectment** issued by the Plaintiff against the Defendant, and a **counterclaim for breach of promise to marry** filed by the Defendant against the Plaintiff.

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2. The parties, an elderly couple, commenced a romantic relationship in or about 2013. At all material times, the Plaintiff was ordinarily resident outside the jurisdiction, while the Defendant resided in Ghana. During the subsistence of the relationship, the following material facts were established:

    - The Plaintiff provided funds to the Defendant for the purchase of industrial machinery and a vehicle to facilitate her mobility and business activities.
    - The Plaintiff contributed financially towards the education of the Defendant's children.
    - The Plaintiff remitted funds for the construction of a six-unit, two-bedroom apartment block situate at Nortey Loop, East Legon, Accra.
    - The Defendant undertook the supervision of the said construction project and managed the funds remitted by the Plaintiff.
    - Upon completion of the project, the Plaintiff requested the Defendant to take up residence in one of the units. The Defendant thereupon vacated her residence at Dansoman in 2017 and relocated to the Nortey Loop East Legon property.
    - The Plaintiff presented the Defendant with a ring to ward off male attention, which said ring the Defendant contended was a promise ring signifying an intention to marry.
    - The Plaintiff was named and described as an "in-law" in the obituary of the Defendant's late father. He wrote a tribute in the funeral brochure, attended the funeral, donated money, and participated without any demur or objection to his in-law status during that funeral.
    - The parties cohabited at the Nortey Loop East Legon apartment as a couple until the relationship got terminated at the instance of the Plaintiff who is allegedly to have indicated his preference for an unemployed woman who can take care of him.

3. Following the breakdown of the relationship, the Plaintiff instituted the instant action seeking to recover possession of the apartment occupied by the Defendant. His case was that the Defendant was a mere licensee whose license

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to remain on the premises had been validly revoked by him when he ended their then 11 year old romantic relationship.

4. The Defendant resisted the claim for ejectment and counterclaimed for damages for breach of promise to marry. She contended that the ring given to her was a promise ring; that the Plaintiff had repeatedly and unequivocally assured her of his intention to marry her; and that she had acted to her detriment in reliance on those assurances by:

    - Warding off other prospective suitors for 11 years.
    - Undertaking the supervision of the construction of the 6-unit Nortey Loop East Legon apartments.
    - Surrendering her Dansoman residence and Independence.
    - Providing domestic, psychological, and emotional support to the Plaintiff in the expectation of marriage.

5. The Plaintiff admitted giving the ring but maintained that it was given merely to "ward off male attention" and denied making any firm, serious, or binding promise of marriage.

THE ISSUES FOR DETERMINATION

6. The Court identified the following issues for resolution:

    a. Whether or not the Defendant's Counterclaim is Statute barred.
    b. Whether the giving of the ring, in all the circumstances, amounted to a serious promise to marry.
    c. Whether the Plaintiff was in breach of that promise.
    d. Whether the Defendant was entitled to damages for breach of promise to marry.
    e. Whether the Defendant is entitled to all the reliefs she seeks by way of her counterclaim.
    f. Whether the Defendant was a mere licensee liable to be ejected from the premises or otherwise.

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SUMMARY OF THE EVIDENCE

The Plaintiff's Case:

- The Plaintiff testified that the Defendant's occupation of the apartment was conditional upon the continuation of their relationship. Upon its termination, he contended, her right to occupation ceased.
- He admitted to giving the ring but maintained it was not a promise ring.
- He adduced documentary evidence demonstrating that he solely financed the construction of the East Legon apartments.
- He testified of his financial support for the Defendant and her children from a previous relationship.
- He called a contractor (PW1) who confirmed that he supervised the construction from foundation to lintel level and that the Plaintiff made all payments for the construction.

The Defendant's Case:

- The Defendant testified that the ring was given as a promise of marriage and that the Plaintiff repeatedly assured her of his intention to marry her.
- She tendered her late father's obituary, wherein the Plaintiff was named as an "in-law"; the funeral brochure wherein the Plaintiff wrote a beautiful tribute to the Defendant's father; and a receipt, evidence of the Plaintiff's donation towards the funeral.
- She tendered evidence of receipts, invoices, other documentation, as well as photographs related to the Nortey Loop 6-unit apartments building project.
- She called her sister (DW1), who testified that the parties cohabited and conducted themselves as a couple for many years.
- She contended that she acted in reliance on the promise by vacating her Dansoman residence, relinquishing her independence, supervising the construction of the East Legon apartments, and managing the Plaintiff's remittances.

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SUMMARY OF THE COURT'S FINDINGS AND REASONS

7. The Court, after a meticulous and conscientious consideration of the pleadings, the testimonies, the documentary evidence, and the comprehensive written submissions of counsel, arrived at the following conclusions:

On the question of a Statute barred counterclaim

8. The Defendant's cause of action accrued in 2024, when the Plaintiff unequivocally terminated the parties' 11-year relationship and required her to vacate their shared residence. It was at that point that the alleged breach crystallised and the right to institute proceedings arose. Accordingly, the Defendant's claim for breach of promise to marry falls within the applicable 6-year limitation period prescribed under Section 4 of the Limitation Act, 1972 (NRCD 54) and is therefore not statute-barred.

On the Existence of a Promise to Marry

9. The Court finds and holds that the giving of the ring, when viewed against the totality of the parties' conduct, constituted a **serious and unequivocal promise to marry**. The Plaintiff's explanation that the ring was given merely to "ward off male attention" was unpersuasive. If anything, it confirmed the exclusivity of their relationship, which is the very foundation upon which the institution of marriage is built.

10. The Court thus finds and holds that a valid and binding promise to marry was established from the cumulative effect of the following factors:

    a) The giving of the ring.

    b) The long-term cohabitation of the parties.

    c) The financial interdependence between them.

    d) The entrusting to the Defendant of the supervision of a significant construction project.

    e) The public naming of the Plaintiff as an "in-law" in the obituary of the Defendant's late father, which he accepted without protest.

    f) The Defendant's act of surrendering her home at Dansoman for the past 9 years in reliance on the promise.

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11. The Court distinguishes this case from mere cohabitation without any promise of marriage (as in the case of *Felicia Amoako v Abraham Otchere*). In the instant case, there were specific and overt acts, the giving of the ring, the public acknowledgment in the obituary, and the request to move into the apartment, that elevated the relationship to the level of a binding engagement.

On the Breach of the Promise

12. The Court finds and holds that the Plaintiff did breach the promise to marry. By terminating their relationship, asking the Plaintiff to vacate the Nortey Loop East Legon apartment she's occupied with him since completion in 2017, and instituting the instant suit for an ejectment order, the Plaintiff demonstrated a clear intention no longer to be bound by his promise.

On the Plaintiff's Claim for Ejectment

13. The Court rejects the Plaintiff's contention that the Defendant was a mere bare licensee liable to be summarily ejected upon his revocation of the said license. While the Defendant's initial entry into the premises was indeed permissive, the character of her occupation was fundamentally transformed by:

    a) Her detrimental reliance on the promise to marry.

    b) Her substantial contributions in sweat, time, and effort in supervising the construction of the premises.

    c) Her sacrifice in giving up her home and independence at Dansoman.

    d) The manifest unconscionability of ejecting her without any remedy.

On the Establishment of a Constructive Trust

14. The Court undertook a comprehensive analysis of whether a constructive trust had arisen over the Nortey Loop East Legon apartment occupied by the Defendant, the suit property. It examined the intersection of law, equity, and human undertaking, recognising that this matter transcends a simple dispute over property rights.

15. The Court finds and holds that the Defendant's role was not that of a licensee but of a **co-adventurer**. A bare licensee is a passive recipient of permission. The Defendant, by contrast, was an **active creator** of the very home she now occupies. From 2013 to 2017, while the Plaintiff was outside Ghana, she was

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his brain, eyes, hands, and manager on the ground, transforming a construction site into a habitable dwelling, worthy to become the Plaintiff's home, and in fact, became their home for the past 9 years.

16. The Court identified the **architecture of the constructive trust** as follows:

    i. **Common Intention:** The facts spoke clearly of a shared dream that the East Legon apartment was intended to be the parties' matrimonial home. This was evidenced by the entrusting of the entire construction project to the Defendant, the giving of the promise ring, the request to move in, and the public acknowledgment of the Plaintiff as an "in-law."

    ii. **Detrimental Reliance and Unconscionability:** The Defendant acted upon the common intention to her significant detriment through: (i) four years of labour supervising the construction; (ii) the surrender of her Dansoman home and independence; and (iii) the warding off of other prospective suitors. Her "sweat equity" was woven into the very fabric of the building.

    iii. **A Beneficial Interest:** The cumulative effect of these actions rendered the Plaintiff's claim for ejectment profoundly unconscionable. The Plaintiff could not be allowed to accept the full benefit of the Defendant's four years of labour, her prudent management of his funds, and her emotional commitment, only to then discard her in the twilight of her years and reclaim the physical asset in its entirety.

17. Applying the equitable principle enunciated in *Ama Serwaa v Gariba Hashimu*, the Court holds that where a party relies on a promise to marry to their detriment, equity may properly intervene. It would be unconscionable in the highest degree for the Plaintiff to retain the entire benefit of the Defendant's labour, management, and personal sacrifice while ejecting her with nothing.

On the Counterclaim for Damages

18. The Court finds and holds the Defendant entitled to substantial damages for breach of promise to marry. In assessing quantum, the Court takes into consideration:

    a) The length of the relationship, which endured for approximately 11 years.

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b) The degree of the Defendant's reliance and the extent of her personal sacrifice.

c) The public nature of the holding out as an "in-law."

d) The Defendant being an elderly lady and the consequent diminution of her prospects of contracting a marriage to someone else in the twilight of her life.

e) The loss of her home at Dansoman.

f) The Plaintiff's unconscionable conduct in seeking to eject her without recompense.

On the Beneficial Interest in the Property

19. The Court holds that a **constructive trust** had arisen over the two-bedroom Nortey Loop East Legon apartment occupied by the Defendant. The circumstances clearly demonstrated a common intention that the property was intended to be the parties' home. The Defendant's contributions, both in supervising the construction and in managing the project, coupled with her personal sacrifice in reliance on the promise, gave her a beneficial interest in the property which equity must protect and preserve. The Plaintiff maintains his legal interest in the said property.

THE COURT'S DECISION

20. For the reasons to be fully set out in the Full Judgment, the Court hereby orders as follows:
    i. **The Plaintiff's claim for ejectment is dismissed in its entirety.**
    ii. **Judgment is entered for the Defendant on her counterclaim for breach of promise to marry.**
    iii. The Plaintiff shall pay to the Defendant the sum of **GH¢200,000.00**, comprising **general damages of GH¢50,000.00** and **compensation for the breach of GH¢ 150,000.00.**
    iv. The said sum shall bear interest at the prevailing commercial bank rate from today's date (16/02/2026) until date of final payment.
    v. It is hereby **declared that the Defendant has a beneficial interest** in the two-bedroom apartment at Nortey Loop, East Legon, Accra,

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currently occupied by her, said interest arising by way of a **constructive trust.**

vi. The parties are directed to take all necessary steps to regularize the Defendant's interest in the said apartment property.

vii. The Defendant shall continue to use the **Toyota RAV 4 vehicle** and **industrial blender** since the Plaintiff did not lay claim to either.

viii. Cost fixed at **GH¢20,000.00** is awarded against the Plaintiff in favour of the Defendant.

THE SIGNIFICANCE OF THE JUDGMENT

21. This judgment addresses a matter of considerable social and legal importance. It speaks to a prevalent feature of contemporary relationships, wherein parties invest years of their lives, their labour, their resources, and their emotional energy in reliance upon a promise of marriage, only to find themselves discarded and dispossessed when that promise is broken.

22. The Court is aware of the reality that such promises are often made informally, yet their breach can have devastating consequences. Individuals, frequently, though not exclusively, women, may sacrifice career opportunities, surrender their own homes, ward off prospective suitors, and pour their efforts into building a shared future, all in the legitimate expectation that a promise of marriage will be honoured. When that expectation is defeated by the unilateral withdrawal of the promisor, the loss is not merely emotional; it is tangible, quantifiable, and deeply consequential.

23. It is the hope of the Court that this judgment will achieve the following objectives:

For the Parties, the judgment provides the Defendant with meaningful redress for the wrong she has suffered and secures her beneficial interest in the property she helped to create. For the Plaintiff, it serves as a reminder that legal title does not confer an absolute right to act unconscionably, and that representations made in the context of a promise to marry carry legal consequences.

For the rest of us, the judgment sends a clear message to those of us who make promises of marriage: such promises are not idle words. They create legitimate expectations, and those who induce others to act to their detriment

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on the faith of those promises will be held accountable. The law will not permit a party to resile from a solemn promise and simultaneously retain the benefits conferred in reliance upon it.

For the Development of the Law, this judgment reaffirms the willingness of the Courts to apply equitable doctrines, particularly the constructive trust, to achieve justice in circumstances where strict legal rights would produce an unconscionable result. It demonstrates that the common law, as applied in Ghana, is a living instrument capable of adapting to the changing dynamics of human relationships while upholding the fundamental values of fairness, honesty, and personal responsibility.

THE FULL JUDGMENT

24. The Full Judgment, containing a comprehensive analysis of the evidence, the legal principles applied, and the complete reasoning of the Court, will be available at the Registry of the Court **on 24th February, 2026**. In the event of any discrepancy, the official Full Judgment shall take precedence over this summary.

DATED THIS 16TH DAY OF FEBRUARY, 2026.

(SGD)

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HL. JUSTICE SEDINAM AWO KWADAM (MRS.),
SITTING AS ADDITIONAL CIRCUIT COURT JUDGE,
CIRCUIT COURT 7,
ACCRA.



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