



22nd AUGUST, 2024

MANASSEH AZURE AWUNI
Azureachebe2@gmail.com

Dear Sir,

RE: IBRAHIM MAHAMA WAS NOT A DEBTOR OF MERCHANT BANK

We write as Solicitors of Mr. Ibrahim Mahama and have the instructions of our Client to write to you in respect of the above subject matter.

At pages 98 to 99 of your latest book "The President Ghana Never Got", you published as follows "The Universal Merchant Bank (UMB), formerly stated owned Merchant Bank, generated uproar in 2013 when it was sold to a private equity firm, Fortiz. At the time, FirstRand Bank of South Africa was said to be willing to pay Gh ₵176million for 75% of the Merchant Bank's shares, while Fortiz offered only Gh ₵90million for the 90% of the shares in the state-owned bank. The controversy deepened when it emerged that a brother of President Mahama, Ibrahim Mahama, was of the big debtors of the then Merchant Bank, which resulted in the bank's struggles." In the said publication, you did not make reference to the source of the information you published. We therefore assume that you have presented the alleged indebtedness of our Client to Merchant Bank as fact personally known to you.

We wish to state as follows:

1. Mr. Ibrahim Mahama has never been indebted to Merchant Bank or its successor, UMB Bank. Indeed, our Client has never applied for or received any facility from the said Bank in his personal capacity or for his personal use.
2. Engineers & Planners Company Limited, which is a separate legal entity from our Client, applied for and received a loan facility from Merchant Bank.
3. In February 2014, the amount of \$28million was paid by Engineers and Planners Company Ltd to Merchant Bank, in full and final settlement of the loan amount. A copy of the correspondence from Merchant Bank to this effect is attached as **Annexure 1**.
4. Unfortunately, just like you, most persons have ignorantly persisted in publishing the unfounded allegation of our Client being heavily indebted to Merchant Bank and which indebtedness lead to the sale of the Bank to Fortiz.
5. We recently found out that contrary to the evidence, the persons who took over the majority shares of Merchant Bank and the Management of the Bank, refused to report the fact that the debt had been paid to the Credit Bureau Agencies and the Bank of Ghana and may have even not credited the accounts of the bank with the amounts received from Engineers and Planners.



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6. This discovery resulted in Engineers and Planners Company Limited instituting a court action against UMB Bank in 2023 for amongst others the following reliefs:
 - a. A declaration that the Engineers and Planners has fully paid its debt to UMB Bank.
 - b. An order for the UMB Bank to write to the Credit Bureau Agencies and Regulatory Agencies confirming that Engineers and Planners has fully paid its debt with the Bank
 - c. A declaration that the UMB Bank's publication that the Plaintiff is indebted to it is false and unjustifiable.

A copy of the Writ of Summons and Statement of Claim is attached as **Annexure 2**.

7. After being served with the said Writ of Summons and Statement of Claim, UMB Bank filed a Statement of Defence wherein it admitted that all the debt had been paid and further averred that it had instructed the Credit Bureau Agencies to amend their records accordingly. A copy of the Statement of Defence is attached as **Annexure 3**.

It is therefore not true that either Mr. Ibrahim Mahama or Engineers and Planners Company Ltd was indebted to Merchant Bank and which debt resulted in the struggles of the bank. Your publication has resulted in our Client's business associates, family and friends inquiring from him the veracity of your claims as the publication has lowered his reputation as an honest businessman in the eyes of well-meaning Ghanaians.

We therefore have the instructions of our Client to demand from you an immediate retraction of the publication under reference and an unqualified apology to our Client. Needless to add that should you fail, refuse or neglect to obliged the intimations contained in this letter within 7 days of your receipt of same, we shall proceed to seek legal redress against you without further notice to you.

Please be advised accordingly.

Yours faithfully,

BOBBY BANSON Esq.



MERBAN
ASSETS
RECOVERY TRUST
(MART)

ANNEXURE 1

Merban Assets Recovery Trust
57 Examination Loop, North Ridge
P. O. Box 401, Accra, Ghana
Tel: +233 302 251131 / 28 967 4881
Fax: +233 302 251138 / 30 7011975

Email: info@merbangh.com
Website: www.merchantbank.com.gh /
www.merbanassetsrecoverytrust.com

February 28, 2014

The Managing Director
Engineers and Planners Co. Limited
P.O. Box CT 4792, Cantonments
Accra.

Attn. Ibrahim Mahama

"WITHOUT PREJUDICE"

Dear Sir,

RE: NOTIFICATION OF RE-FINANCE OF OUTSTANDING US\$ 28.0 MILLION FACILITY BY SWIFT ADVICE.

We write to acknowledge receipt of your letter dated February 3, 2014 which was received on February 28, 2014 on the referenced subject matter.

We are pleased to inform you that the Bank has indeed received an amount US\$28.0 Million through a SWIFT advice dated January 31, 2014 from African Export and Import Bank (Afreximbank) into our Citibank Account # 36056153 in full settlement of your indebtedness to Merchant Bank Ghana Limited.

We appreciate your full cooperation and thank you for bringing this matter to a mutually satisfactory resolution.

Yours faithfully,

Raphael Osei-Boafo
Head/MART

Ken Awuah
Deputy Manager/MART

Cc: COO, MBG
Managing Director, MBG
Board Chairman, MBG

Seen
[Signature]
CFD.
28/2/2014

February 28, 2014

The General Counsel/Board Secretary
Agricultural Development Bank
ADB House
37 Independence Avenue
Accra

Attn: I. K. AGBEDOR ESQ.

Dear Sir,

RE: APPOINTMENT AS ESCROW AGENT – ENGINEERS AND PLANNERS COMPANY LIMITED

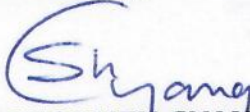
We refer to the Escrow Agreement executed between Engineers and Planners Company Limited, Agricultural Development Bank and African Export and Import Bank (AFREXIM Bank).


In accordance with Clause 3 of the said Agreement, we Merchant Bank (Ghana) Limited hereby confirm receipt of the negotiated settlement amount of USD28 million (Twenty Eight Million United States Dollars) from AFREXIM Bank in favour of Engineers and Planners Company Limited on the 31st of January, 2014.

We hereby authorise you to date the Deed of Release and forward same to AFREXIM Bank in accordance with the terms of the Agreement.

Thank you for your cooperation.

Yours faithfully,


NAA SHORMEH GYANG (MRS)
HEAD, LEGAL/SECRETARY


MR. SAMUEL ACQUAYE
DIRECTOR/FINANCE & ADMIN.

Cc: Managing Director, Merchant Bank
Managing Director, Agricultural Development Bank
Managing Director, Engineers and Planners Co. Ltd. ✓
Director/Finance & Admin, Merchant Bank
Head/Corporate Banking, Merchant Bank
Head/Credit Risk, Merchant Bank

ANNEXURE 2



AMENDED WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM 2023

Cm/BDC/0627/2023
SUIT No.

IN THE HIGH/CIRCUIT COURT OF JUSTICE

BETWEEN

ENGINEERS & PLANNERS COMPANY LIMITED
C11/21 OFF TENBIBION STREET
ABELEMKPE, ACCRA

PLAINTIFF

AND

UNIVERSAL MERCHANT BANK
(Formerly MERCHANT BANK GHANA LIMITED)
SSNIT EMPORIUM BUILDING, LIBERATION ROAD
AIRPORT CITY, ACCRA

DEFENDANT

(Plaintiff shall direct service)

To

AN ACTION having been commenced against you by the issue of this Writ by the above-named Plaintiff: **ENGINEERS & PLANNERS COMPANY LIMITED.**

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: **UNIVERSAL MERCHANT BANK.**

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

Dated this 1st day of August, 2023

Chief Justice of Ghana

G. SACEY TORBORNOO (MRS)

*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)

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.

AMENDED STATEMENT OF CLAIM

The Plaintiff claims against the Defendant as follows:

- a. A declaration that the Plaintiff has fully paid its debt to the Defendant.
- b. An order for the Defendant to write to the Credit Bureau Agencies and Regulatory Agencies confirming that the Plaintiff has fully paid its debt with the Defendant.
- c. A declaration that the Defendant's publication that the Plaintiff is indebted to it is false and unjustifiable.
- d. An order for the payment of damages of US\$15,000.000.00 for the false and unjustifiable publication of the Plaintiff's indebtedness to the Defendant.
- e. An order for payment of cost.
- f. Any further order(s) as the Court may deem appropriate.

DATED AT ROBERT SMITH LAW GROUP, UNIT A602, OCTAGON BUILDING, THIS 31ST DAY OF JULY 2023.

ROBERT SMITH LAW GROUP
 UNIT A602, OCTAGON BUILDING
 ACCRA

 SOLICITORS FOR PLAINTIFF

This writ was issued by: BOBBY BANSON, ESQ.

Whose address for service is: ROBERT SMITH LAW GROUP
UNIT A602
OCTAGON BUILDING
ACCRA

Agent for PLAINTIFF:

Lawyer for the Plaintiff: BOBBY BANSON, ESQ. who resides at ACCRA.
And whose Licence No. is eGAR00185/23

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 2023.

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
GENERAL JURISDICTION
ACCRA- A.D. 2023

01/08/2023
3.00
Cm/B&C/0627/2023
SUIT NO.:

BETWEEN

ENGINEERS & PLANNERS COMPANY LIMITED
C11/21 OFF TENBIBION STREET
ABELEMKPE, ACCRA

PLAINTIFF

AND

UNIVERSAL MERCHANT BANK
(Formerly MERCHANT BANK GHANA LIMITED)
SSNIT EMPORIUM BUILDING, LIBERATION ROAD
AIRPORT CITY, ACCRA

DEFENDANT

(The Plaintiff shall direct service)

AMENDED STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company duly registered under the laws of the Republic of Ghana, and provides a full complement of contract mining services for open cast mining projects as well as civil earthworks.
2. The Defendant is a full-service financial institution specializing in customized banking products and services.
3. The Plaintiff states that given the nature of its operations, it primarily relies on the capital market to secure financial support to augment the cost of its operations.
4. The Plaintiff says that in order to finance its mining projects, it obtained a loan from the Defendant, formally known as Merchant Bank Ghana Limited.
5. The Plaintiff says that in full satisfaction of the loan facility, it paid the sum of US\$28,000,000.00 to the Defendant on 31st January 2014.
6. The Plaintiff repeats the averments contained in the immediately preceding paragraph and says that the Defendant, in a letter dated 28th February 2014, acknowledged receipt of the sum of US\$28,000,000.00, in full settlement of the Plaintiff's indebtedness.

7. The Plaintiff says that despite receiving the payment and acknowledging same, the Defendant has neglected to record the transaction in its financial reports submitted to Credit Bureau Agencies and Regulatory Agencies.
8. The Plaintiff repeats the averments contained in the immediately preceding paragraph and says that consequently, its credit ratings have been adversely affected, leading to severe repercussions on its reputation and business opportunities.
9. The Plaintiff states that due to its adverse credit ratings, it has suffered from discreditation as a creditworthy enterprise, resulting in denial of access to loans by certain financial institutions.
10. The Plaintiff further states that on the occasions it has managed to secure loans from financial institutions, the loan amount has been subject to higher interest rates than customary.
11. The Plaintiff states that it was only in 2023 that it became aware that the reason for its adverse credit ratings was due to the Defendant's continuous reporting to the Credit Bureau Agencies and the Regulatory Agencies that the Plaintiff had failed to pay the loan disbursed to it.
12. The Plaintiff says that the Defendant's action of designating the Plaintiff as high credit risk, despite receiving the payment has significantly discredited the Plaintiff's enterprises and caused significant damage to its reputation in the capital market.
13. The Plaintiff repeats the averments contained in the immediately preceding paragraph and says that it has suffered substantial losses in business opportunities as a direct consequence of the Defendant's false and unjustifiable allegation regarding the Plaintiff's indebtedness to it.
14. The Plaintiff states that the Defendant has evinced a clear intent not to abate the false and unjustifiable allegation of the Plaintiff's indebtedness to it, unless compelled by the orders of this Honourable Court.

Wherefore, the Plaintiff claims against the Defendant as follows:

- a. A declaration that the Plaintiff has fully paid its debt to the Defendant.
- b. An order for the Defendant to write to the Credit Bureau Agencies and Regulatory Agencies confirming that the Plaintiff has fully paid its debt with the Defendant.

- c. A declaration that the Defendant's publication that the Plaintiff is indebted to it is false and unjustifiable.
- d. An order for the payment of damages of US\$15,000,000.00 for the false and unjustifiable publication of the Plaintiff's indebtedness to the Defendant.
- e. An order for payment of cost.
- f. Any further order(s) as the Court may deem appropriate.

DATED AT ROBERT SMITH LAW GROUP, UNIT A602, OCTAGON BUILDING,
THIS 31ST DAY OF JULY 2023.

ROBERT SMITH LAW GROUP
UNIT A602, OCTAGON BUILDING
ACCRA

BOBBY BANSON, ESQ.
SOLICITOR FOR PLAINTIFF
LICENSE NO.: eGAR00185/23

THE REGISTRAR
HIGH COURT
GENERAL JURISDICTION
ACCRA

AND TO THE DEFENDANT HEREIN ON WHOM THE PLAINTIFF WILL DIRECT
SERVICE.

ANNEXURE 3

**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
GENERAL JURISDICTION
ACCRA – A. D. 2023**

09-10-2023
2:30
RECEIVED
COMMERCIAL DIVISION

ENGINEERS & PLANNERS COMPANY LIMITED
C11/21 OFF TENBIBION STREET
ABELEMKPE, ACCRA

Suit No. CM/BDC/0627/2023

} **PLAINTIFF**
}
}

VRS

UNIVERSAL MERCHANT BANK LTD
SSNIT EMPORIUM
AIRPORT CITY
ACCRA.

} **DEFENDANT**
}
}

STATEMENT OF DEFENCE

1. SAVE as hereinafter admitted the Defendant denies every allegations of fact contained in the Plaintiff's Statement of Claim as if same were set out and traversed seriatim.
2. The Defendant is not in the position to admit or deny paragraph 1 of the Statement of Claim.
3. The Defendant admits paragraph 2 of the Statement of Claim.
4. The Defendant does not admit or deny paragraph 3 of the Statement of Claim.
5. Save that the Plaintiff had been granted credit advances in the past, the Defendant denies paragraph 4 of the of the Statement of Claim.
6. The Defendant denies paragraph 5 of the Statement of Claim and in response thereto, the Defendant avers that various sums of monies were received from the Plaintiff in

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satisfaction of its payment obligations to the Defendant pursuant to various credit facilities granted to the Plaintiff.

7. The Defendant admits paragraph 6 of the Statement of Claim.
8. The Defendant denies paragraph 7 of the Statement of Claim.
9. In response thereto, the Defendant says that the Defendant submitted its transactional final reports about the Plaintiff's loan status in December 2015 to the credit bureau agencies of the full liquidation of Plaintiff's indebtedness.
10. Furthermore, the Defendant says that from January 2016 till date, the Defendant does not have any record of indebtedness in its financial records in order to furnish to the credit bureau agencies that the Plaintiff was indebted to the Defendant.
11. The Defendant denies paragraphs 8, 9, and 10 of the Statement of Claim and put the Plaintiff to strict proof thereof.
12. In response to paragraph 10 thereof, the Defendant avers that credit facilities have been granted to related companies of the Plaintiff with common Shareholders and Directors including E& P Company Ltd without any adverse implications of the Plaintiff debt status with Defendant.
13. Furthermore, the Defendant avers that if indeed the Plaintiff's credit status was an issue, the Defendant would not have granted credit facilities to E&P Company Ltd in recent times.
14. The Defendant denies paragraph 11 of the Statement of Claim and puts the Plaintiff to strict proof thereof
15. The Defendant denies paragraphs 12 and 13 of the Statement of Claim and puts the Plaintiff to strict proof thereof.

16. In response to paragraph 13 thereof, the Defendant avers that it did not directly or indirectly make any allegations of Plaintiff credit worthiness to any person or group of persons.
17. The Defendant denies paragraph 14 of the Statement of Claim and in response thereto, the Defendants says that it has directed the respective credit bureau agencies and regulators to update their respective databases and delete where applicable any residual data regarding the indebtedness of the Plaintiff with regards to any open information and accordingly close all such residual transactions if any.
18. The Defendant says in further denial of paragraph 14 that the Plaintiff is not entitled to its claim or at all.

DATED AT UNIVERSAL MERCHANT BANK LTD, LIBERATION ROAD, AIRPORT CITY THIS 29TH DAY OF SEPTEMBER, 2023

LEGAL DEPARTMENT
UNIVERSAL MERCHANT BANK LTD.
LIBERATION ROAD
P.O. BOX 181
AIRPORT CITY ACCRA
Ernest Pascal Gemadzie, Esq
Solicitor for Defendant
Solicitor's Number: eGAR01085/23
TIN NO. P0014910810
LEGAL DEPT REG. NO. eLD00238/21

THE REGISTRAR
HIGH COURT
GENERAL JURISDICTION
ACCRA

AND TO THE ABOVE-NAMED PLAINTIFF OR ITS LAWYER, BOBBY BANSON ESQ,
ROBERT SMITH LAW GROUP, UNIT A602, OCTAGON BUILDING, ACCRA