

GJS CHRIS

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(GENERAL JURISDICTION)
ACCRA – AD 2025

Filed on 25/07/25
at 12:10 am/pm
Registrar
HIGH COURT, ACCRA

Suit No: GJ/0832/2025

BETWEEN

IBRAHIM MAHAMA ... 1st Plaintiff/ Respondent
C11/21 Alajo Link Road
Abelenkpe, Accra

ENGINEERS AND PLANNERS COMPANY LTD ... 2nd Plaintiff/Respondent
C11/21 Alajo Link Road
Abelenkpe, Accra

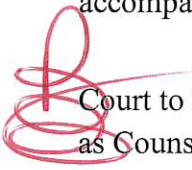


AND

BRIGHT SIMONS ... Defendant/Applicant
PPV3+32G, Koans Estate,
Amasaman, Accra

APPLICATION TO STRIKE OUT PLEADINGS CONTAINED IN STATEMENT OF
CLAIM

(Pursuant to Order 11 r 18(1)(b) & (d) of the C.I 47)

TAKE NOTICE that Counsel for and on behalf of the Defendant/Applicant will move this Honourable Court on an application praying for an order striking out the Plaintiff/Respondent's pleadings under Order 11 r 18(1)(b) & (d) of CI 47 upon the grounds contained in the accompanying affidavit and for any further orders that the Court may deem fit.

 Court to be moved on  the  day of July 2025 at 9am or so soon thereafter as Counsel for the Defendant/Applicant may be heard.

Dated in Accra, this 21st day of July 2025.



Samuel Alesu-Dordzi
Solicitor's Licence No. eGAR 03126/25
BP No.3000064459
AudreyGrey Unlimited
Lawyer for Defendant/Applicant

The Registrar
High Court
(General Jurisdiction)
Accra

And to the above-named Plaintiff/Respondent or its lawyer, Bobby Banson Esq, Robert Smith Law Group, Unit A602, The Octagon, Accra.

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
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ACCRA – AD 2025

Filed on... 25/07/25
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Suit No: GJ/0832/2025

BETWEEN

IBRAHIM MAHAMA
C11/21 Alajo Link Road
Abelenkpe, Accra

... 1st Plaintiff/ Respondent

ENGINEERS AND PLANNERS COMPANY LTD
C11/21 Alajo Link Road
Abelenkpe, Accra

... 2nd Plaintiff/ Respondent

AND

BRIGHT SIMONS
PPV3+32G, Koans Estate,
Amasaman, Accra

... Defendant/ Applicant

AFFIDAVIT IN SUPPORT OF APPLICATION TO STRIKE OUT STATEMENT OF
CLAIM

I, BRIGHT SIMONS, of PPV3+32G, KOANS ESTATE, Accra, do hereby make oath and say as follows that:

1. I am the Defendant/Applicant herein and the deponent.
2. I depose to the matters in this affidavit, which are within my knowledge and honest belief unless I state otherwise.
3. At the hearing of this Application, my Counsel shall seek leave of the court to refer to all the processes filed in this suit as if the same had been set out in this affidavit and sworn to on oath.
4. I have been informed by my Counsel and I sincerely believe the same to be true that the present application is necessitated by the fact that the action brought by the Respondents against me is without legal basis (i.e., frivolous) and instituted maliciously and without good grounds, to create trouble and expense for me (i.e., vexatious) simply for expressing

a view on a matter concerning the minerals resources of the Republic of Ghana which under the 1992 constitution is vested in the President of the Republic of Ghana for the benefit of all citizens – including myself.

5. The pleadings are also an abuse of the process of the court and designed for the collateral purpose of gagging and preventing me from expressing my views and opinions.
6. The Respondent, by a Writ of Summons and Statement of Claim dated 28th May 2025, brought an action before the General Jurisdiction of the High Court asking for:
 - a) A declaration that the statements made by the Defendant, which have been particularised in paragraphs 14(a) and (b) of the statement of claim are defamatory of the Plaintiff.
 - b) An order directed at the Defendant to publish on the same platforms that he published the defamatory words as well as a full page of the Daily Graphic Newspaper, on six consecutive occasions over a 3-month period, an unqualified retraction, and an apology to the Plaintiffs;
 - c) An order for perpetual injunction restraining the Defendant, his agents, assigns, and servants from further publishing any defamatory words against the Plaintiffs.
 - d) General Damages of Ten Million Ghana Cedis (GHS 10,000,000.00) for defamation;
 - e) Costs, including legal fees; and
 - f) Any other order(s) as this Honourable Court may deem fit
7. I have been informed by my Counsel and sincerely believe the same to be true that when one considers the reliefs being sought by the Respondents (particularly relief **(a)**), and the averments contained in the Respondent's Statement of Claim, the only conclusion that can be reached is that the claim by the Respondents is not maintainable in law as the pleadings are frivolous, vexatious, and an abuse of the process of court.

Paragraph 16(a) and (b)

8. **Paragraph 16 (a) and (b)** is the basis of the Respondent's claim against me. These paragraphs constitute the entirety of the so called defamatory statements as alleged by the Respondents.
9. In support of **paragraph 8**, the Respondents in their application for directions filed on 10 July 2025, set out the sole issue of: "*Whether or not the statements made by the Defendant, as particularised in paragraphs 16(a) and 16(b) of the Plaintiff's writ of summons and statement of claim, are defamatory of the Plaintiff*"

Exhibit BS 1: Application for directions filed by the Respondents on 10 July 2025

10. Paragraphs **16 (a) and (b)**, the statements complained of, are set out below:

Paragraph 16

(a): That “Everybody in the industry is fully aware that E&P has been hit very hard by Gold Field’s decision to temporarily halt active mining since it gets paid only when it delivers fresh ore”

and

(b): That “E&P’s own creditors have been up in arms because of Gold Field’s decision to temporarily halt mining”.

11. I have been informed by counsel and sincerely believe same to be true that in construing whether or not a statement is defamatory, the time-honoured approach is to resort to the plain, straight forward, ordinary meaning of the words used in the statement complained against.
12. A reading of the words complained of in **Paragraphs 16(a) and (b)** and construed in their ordinary meaning do not in any way – directly or remotely – even make reference to the **1st Respondent**.
13. Also, a plain, simple, and literalist reading of **Paragraphs 16(a) and (b)** does not in anyway – directly or remotely – make any statement which can be said to be derogatory or defamatory of the **2nd Respondent**.
14. In fact, the impugned **Paragraphs 16(a) and (b)**, is about the decision of Goldfields to halt its mining operations, and the impact of the halt in mining activities on the 2nd Respondent. **Paragraphs 16(a) and (b)** do not accuse the Respondents of any act or conduct.
15. **Paragraphs 16(a) and (b)** can only mean that a mining company has halted its operations, and the main contractor of the mine has lost revenues which it was earning prior to the halt in operation.
16. For the avoidance of doubt, nowhere in the impugned statements is reference made to the 1st Respondent. **Paragraphs 16(a) and (b)** are on the 2nd Respondent, which is a company limited by shares and separate and distinct from its shareholders.

17. A clear, plain, and literal reading of **Paragraphs 16(a) and (b)**, shows nothing defamatory for which I should be subjected to a trial.
18. In further support of the above paragraphs, I caused my lawyers to serve a request to admit facts on the Respondents. The request to admit facts comprised 53 facts and was filed on 25th June 2025.

Exhibit BS 2: Request to admit facts on the Respondent filed on 25 June 2025

19. All the 53 facts that Respondents were required to either admit or deny concern various creditor claims against the 2nd Respondents by a variety of creditors including entities that had supplied equipments for the 2nd Respondent to carry out its contracts with Goldfields. The Respondents have failed to respond to the request to admit facts within the 14 day period provided under the rules.
20. A search conducted in the Registry of the High Court on 18 July 2025 showed that the Request to admit facts (i.e., **Exhibit BS 2**) was served on the Respondents on 3rd July 2025. As at the date of the search (18 July 2025), the Respondents have not responded to the request to admit facts.

Exhibit BS 3: Search from the Registry of the Court showing service of the request to admit facts and the fact that these requests have been responded to.

21. The obvious aim of the request to admit facts (filed on 25 June 2025) was to show that Goldfields cessation of operations in the Damang Mine has affected the 2nd Respondent – leading to its creditors taking various steps against it.
22. I have been informed by my counsel and sincerely believe same to be true that the Respondents' failure to respond to the request to admit facts (filed on 25 June 2025) within a 14 day period is an admission of all the 53 facts that the 2nd Respondent's creditors are taking various measures against the Respondent. To that extent, the Respondent cannot be heard to dispute my assertion that "E&P's own creditors have been up in arms because of Gold Field's decision to temporarily halt mining"

Request to admit facts filed on 3rd June 2025

23. Prior to filing the request to admit facts filed on 25 June 2025, I caused my lawyers to serve on the Respondents a request to admit facts filed on 3rd June 2025. The Respondents responded to the request to admit facts on 11 June 2025.

Exhibit BS 4: Request to admit facts filed on 3rd June 2025.

Exhibit BS 5: Respondents' response to request to admit facts filed on 11 June 2025

24. In the Respondents' response to the request to admit facts (**Exhibit BS 5**), the Respondents gave four categories of responses to the 38 questions posed to the Respondent by me. The Respondents' responses are that:

- a) The Plaintiffs are unable to admit the following facts on the ground that they are irrelevant to the matters in dispute:
- b) The Plaintiffs are unable to admit the following facts on the grounds that they are vague, conjectural, or speculative.
- c) Plaintiff is unable to admit the following facts on the grounds that it is protected by legal privilege.
- d) The Plaintiffs are unable to admit the following facts as they involve confidential information relating to third parties.

Respondent's inability to respond to the facts on the grounds that they are irrelevant

25. The facts that the Respondents were "unable to admit" on the grounds that "they are irrelevant to the matters in dispute" relate to the 2nd Plaintiff's agreement with Abosso Goldfields and the fact that the 2nd Respondent was only paid based on services rendered (question 7 of Exhibit BS 4); a 230 million caterpillar equipment financing agreement (question 26 of Exhibit BS 4).

26. To show that Goldfields' cessation of operations has hit the 2nd Respondent "very hard", it was necessary to rely on facts such as the size and significance of the agreement between the 2nd Respondent and Goldfields—being the Respondents' largest mining services contract in Ghana—as well as the financial figures involved. However, the Respondents declined to answer questions 8 and 9 of the Request for Admissions, asserting that the information sought was irrelevant.

27. These facts cannot be considered as "irrelevant" in the light of paragraph 16(a) of the Respondents' Writ of Summons and Statement of Claim where the Respondents have taken issue with my statement that "... E&P has been hit very hard by Gold Field's decision to temporarily halt active mining since it gets paid on when it delivers fresh ore".

28. The Respondents' cannot say that the halting of a **USD 300 million contract** (Question 9 of Exhibit BS 4) in which one gets paid for **actual work done** (Question 7 of Exhibit BS 4) is irrelevant and turn around take issue with the statement that "E&P has been hit very hard by Gold Field's decision to temporarily halt active mining since it gets paid only when it delivers fresh ore".

29. I have been informed by counsel and sincerely believe the same to be true that under Order 23 r 3(3)(b) of the High Court (Civil Procedure) Rules, 2004 (C.I 47), the Honourable Court

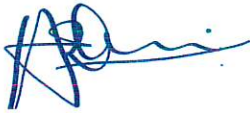
has jurisdiction to inquire into the Respondents' refusal to admit to the facts on the grounds that they are irrelevant.

30. The facts posed to the Respondents are not irrelevant, and in that view, they are taken to have admitted to those facts.
31. Should the Respondents' position that the facts are irrelevant be upheld, this means that **paragraphs 1, 2, 3, 4, 6, 14, 16, 17, 18, 19, 20 and 21 of the Plaintiffs' Statement of Claim** should without more be considered as irrelevant in equal measure as the facts in respect of which the admission is being solicited relate directly to those paragraphs.

Respondent's inability to respond to the facts on the grounds that they are vague, conjectural, or speculative.

32. The facts that the Respondents categorise as "vague, conjectural, or speculative" are on the contrary, clear, straight to the point, and precise.
33. The Respondents cannot say in **paragraph 4 of their Statement of Claim** that the 1st Respondent "**is also well known in Ghana's ... socio-political landscape**" and turn around and describe the request to admit the fact that "The 1st Plaintiff is a public and political figure" as "vague, conjectural, or speculative".
34. Similarly, the Respondents cannot in aver in **paragraph 6 of their Statement of Claim** that "*The 2nd Plaintiff states that as a leading mining contractor in Ghana, it is notably engaged as the primary contractor for Abooso Goldfields Limited Damang Mine*" and turn around and describe the request to admit the fact that "The 2nd Plaintiff is the main contractor for Abooso Goldfields Limited's Damang Gold Mine" as "vague, conjectural, or speculative".
35. A close examination of the questions that the Respondents refuse to admit on the grounds that they are "vague, conjectural, or speculative" are clear, and pointed, and cannot be reasonably described as vague, conjectural, or speculative.
36. Question 28 of Exhibit BS 4 facts requires the Respondents to admit or specifically deny that "*The cessation of operations at the Damang Mine automatically affected the significant revenues that the 2nd Plaintiff was receiving from Abooso Goldfields Limited for the Damang Operations*". The question is, 'How can such a question be described as vague, conjectural or speculative?'
37. Question 29 of Exhibit BS 4 requires the Respondents to admit or specifically deny that "*Since Abooso Goldfields Limited's Damang Mine ceased operations at its Damang Mine, the 2nd Plaintiff has had meetings with its creditors, including Stanbic Bank Ghana Limited and other banks in relation to the loan servicing schedules.*" The question is how can such a question be described as vague, conjectural or speculative.

38. I have been informed by counsel and sincerely believe the same to be true that under Order 23 r 3(3)(b) of the High Court (Civil Procedure) Rules, 2004 (C.I 47), the Honourable Court has jurisdiction to inquire into the Respondents assertion that the facts not admitted are vague, conjectural, or speculative and make a finding in respect of that.
39. I have further been informed by counsel and sincerely believe the same to be true that the power of the court to inquire into the reasons given by the Respondent for refusing to admit is anchored by Order 1 r 2 of CI 47 which requires that the rules – including Order 23 r 3(3)- should be “interpreted and applied so as to achieve **speedy and effective justice, avoid delays and unnecessary expense.....**”
40. In light of the foregoing, I have been informed by counsel and sincerely believe the same to be true that the Respondents’ action against me is not sustainable in law, is brought in bad faith, and as a consequence, the pleadings should be struck out.
41. As a result of the above, I swear to this Affidavit in support of the instant application to strike out the Respondent’s Statement of Claim.



Sworn to in Accra, this *25th*
Day of July 2025)

Deponent

Before me,



Commissioner for Oaths



IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(GENERAL JURISDICTION)
ACCRA – AD 2025

Filed on... 25/07/25
12:10...am/pm
Registrar
HIGH COURT, ACCRA

Suit No: GJ/0832/2025

BETWEEN

IBRAHIM MAHAMA
C11/21 Alajo Link Road
Abelenkpe, Accra

... 1st Plaintiff/ Respondent

ENGINEERS AND PLANNERS COMPANY LTD
C11/21 Alajo Link Road
Abelenkpe, Accra

... 2nd Plaintiff/ Respondent

AND

BRIGHT SIMONS
PPV3+32G, Koans Estate,
Amasaman, Accra

... Defendant/ Applicant

CERTIFICATE OF EXHIBITS

JOHN NII KLOTIA QUAYE Commissioner for Oaths have identified the following exhibits attached to this application:

Exhibit BS 1: Application for directions filed by the Respondents on 10 July 2025

Exhibit BS 2: Request to admit facts on the Respondent filed on 25 June 2025

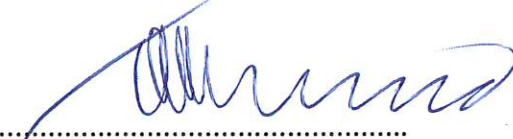
Exhibit BS 3: Search from the Registry of the Court showing service of the request to admit facts and the fact that these requests have not been responded to

Exhibit BS 4: Request to admit facts filed on 3rd June 2025.

Exhibit BS 5: Respondents' response to request to admit facts filed on 11 June 2025.

Dated in Accra, this ^{25th} day of July 2025

Before Me



.....
Commissioner for Oaths



EMARA 6/8

GJ-5

Filed on 10/07/25
at 2:10
Registra
GENERAL JURISDICTION LCC, ACCRA

EXHIBIT B51

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
GENERAL JURISDICTION
ACCRA- A.D. 2025

SUIT NO.: GJ/0832/2025

BETWEEN

IBRAHIM MAHAMA
C11/21 ALAJO LINK ROAD
ABELENKPE, ACCRA

1ST PLAINTIFF

ENGINEERS & PLANNERS COMPANY LTD
C11/21 ALAJO LINK ROAD
ABELENKPE, ACCRA

2ND PLAINTIFF

AND

BRIGHT SIMONS
PPV3+32G, KOANS ESTATE
AMASAMAN, ACCRA

DEFENDANT

THIS IS EXHIBIT/
DOCUMENT MARKED
B51 REFERRED
TO THE AFFIDAVITS
SWORN AT ACCRA THIS
25TH DAY JULY 2025
BY B. SIMONS
BEFORE ME
COMMISSIONER FOR OATHS

APPLICATION FOR DIRECTIONS
(ORDER 32 RULE 2 OF C.I. 47)

PLEASE TAKE NOTICE that Counsel for and on behalf of the Plaintiffs will move this Honourable Court for Directions to be taken on the 28th day of July 2025 at 9 o'clock in the forenoon or soon thereafter in this case as follows:

1. ISSUE FOR TRIAL

a. Whether or not the statements made by the Defendant, as particularized in paragraphs 16(a) and 16(b) of the Plaintiffs Statement of Claim, are defamatory of the Plaintiffs?

2. MODE OF TRIAL

The mode of trial shall be by both oral and documentary evidence.

3. ESTIMATED LENGTH OF TRIAL

7 days.

4. COST

In the cause, with liberty to apply.

DATED AT ROBERT SMITH LAW GROUP, THE OCTAGON, ACCRA, THIS
26TH DAY OF JUNE 2025.

ROBERT SMITH LAW GROUP
UNIT A002, OCTAGON BUILDING
Bobby Banson

BOBBY BANSON, ESQ.
SOLICITOR FOR PLAINTIFFS
SOLICITOR'S LICENCE No. eGAR00297/25

TO THE REGISTRAR
HIGH COURT
GENERAL JURISDICTION
ACCRA

AND TO THE ABOVE -NAMED DEFENDANT OR HIS LAWYER, SAMUEL
ALESU-DORDZI, AUDREY GREY UNLIMITED, 195/10 OTINKORANG
STREET, NORTH KANESHIE, INDUSTRIAL AREA, ACCRA.

FRAS GJS

EXHIBIT BS2

Filed on 25/6/25 at 11:40 am/pm REGISTRAR HIGH COURT ACCRA

IN THE SUPERIOR COURT OF JUDICATURE IN THE HIGH COURT OF JUSTICE (GENERAL JURISDICTION)

ACCRA - AD 2025

THIS IS EXHIBIT/ DOCUMENT MARKED uBC2a REFERRED TO THE AFFIDAVITS SWORN AT ACCRA THIS 25th DAY JULY 2025 BY B. SIMONS BEFORE ME. COMMISSIONER FOR OATHS

Suit No: GJ/0832/2025

BETWEEN

IBRAHIM MAHAMA C11/21 ALAJO LINK ROAD ABELINKPE, ACCRA

1ST PLAINTIFF

ENGINEERS AND PLANNERS COMPANY LTD C11/21 ALAJO LINK ROAD ABELINKPE, ACCRA

2ND PLAINTIFF

AND

BRIGHT SIMONS PPV3+32G, KOANS ESTATE, AMASAMAN, ACCRA

DEFENDANT

REQUEST TO ADMIT FACTS (ORDER 23 RULE 2(i))

TAKE NOTICE THAT the Defendant in this action requires the Plaintiffs to admit for the purpose of this action only, the several facts respectively hereunder specified; and the Plaintiffs are hereby required within 14 days from the service of this request, to admit the said several facts, saving in this action all just exceptions to the admissibility of such facts as evidence in this action.

The facts the admission of which are required, are:

- 1) The 2nd Plaintiff has defaulted on servicing debts and payables to at least twelve (12) creditors and/or creditor-suppliers during the period of the 2nd Plaintiff's business relationship with Abooso Goldfields Limited in relation to the Damang Mine, and specifically between 2015 and 2025.

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- 2) Over the course of the 2nd Plaintiff's business relationship with Abosso Goldfields Limited and engagement at the Damang Mine, the 2nd Plaintiff has entered into litigation with at least eight (8) creditors and/or creditor-suppliers.
- 3) That since 2023 when active mining at Abosso Goldfields' Damang site was suspended in 2023, the 2nd Plaintiff has received notices of payment default from at least eight (8) creditors, creditor-suppliers, and/or contractor-creditors.
- 4) The 2nd Plaintiff contracted goods and/or services from Jonmoore International Limited between 2017 and 2020 in relation to 2nd Plaintiff's business activities.
- 5) The 2nd Plaintiff failed to maintain payments as per the terms of the business engagement with Jonmoore International Limited as of January 1st, 2020.
- 6) The 2nd Plaintiff received demand notices for payment from Jonmoore International Limited in a bid to recover sums owed and overdue.
- 7) The 2nd Plaintiff was in litigation with Jonmoore International Limited in respect of debt and payables as of January 1st, 2023.
- 8) The 2nd Plaintiff contracted goods and/or services from Fluiconnecto Ghana Limited between 2019 and 2024 in relation to 2nd Plaintiff's business activities.
- 9) The 2nd Plaintiff has failed to maintain payments as per the terms of the business engagement with Fluiconnecto Ghana Limited as of January 1st, 2024.
- 10) The 2nd Plaintiff received demand notices for payment from Fluiconnecto Ghana Limited at various times during 2023.
- 11) The 2nd Plaintiff did not honour the demand notices for payment from Fluiconnecto Ghana Limited and did not do so as of June 1st, 2024.
- 12) The 2nd Plaintiff was in litigation with fluiconnecto Ghana Limited in respect of debt and payables as of January 1st, 2025.
- 13) The 2nd Plaintiff contracted goods and/or services from Total Energies Marketing PLC between 2019 and 2023 in relation to 2nd Plaintiff's business activities.
- 14) The 2nd Plaintiff has failed to maintain payments as per the terms of the business engagement with Total Energies marketing PLC as of January 1st, 2024.
- 15) The 2nd Plaintiff received demand notices for payment from Total Energies Marketing PLC at various times between 2022 and 2024.

- 16) The 2nd Plaintiff did not honour the demand notices for payment from Total Energies Marketing PLC and had not done so as of June 1st, 2024.
- 17) The 2nd Plaintiff was in litigation with Total Energies Marketing PLC in respect of debt and payables as of January 1st, 2025.
- 18) The 2nd Plaintiff contracted goods and/or services from Form-Scaff Ghana Limited between 2017 and 2020 in relation to 2nd Plaintiff's business activities.
- 19) The 2nd Plaintiff has failed to maintain payments as per the terms of the business engagement with Form-Scaff Ghana Limited as of January 1st, 2021.
- 20) The 2nd plaintiff received demand notices for payment from Form-Scaff Ghana Limited at various times during 2020.
- 21) The 2nd plaintiff did not honour the demand notices for payment from Form-Scaff Ghana Limited and did not do so as of December 31st, 2020.
- 22) The 2nd Plaintiff was in litigation with Form-Scaff Ghana Limited in respect of debt and payables as of January 1st, 2022.
- 23) The 2nd Plaintiff contracted goods and/or services from Mantrac Limited between 2021 and 2023 in relation to 2nd Plaintiff's business activities.
- 24) The 2nd Plaintiff has failed to maintain payments as per the terms of the business engagement with Mantrac Limited as of January 1st, 2023.
- 25) The 2nd Plaintiff received demand notices for payment from Mantrac Limited at various times during 2022.
- 26) The 2nd Plaintiff did not honour the demand notices for payment from Mantrac Limited and did not do so as of June 1st, 2023.
- 27) The 2nd Plaintiff was in litigation with Mantrac Limited in respect of debt and payables as of January 1st, 2024.
- 28) The 2nd Plaintiff contracted goods and/or services from CFAO Equipment Ghana Limited between 2019 and 2023 in relation to 2nd Plaintiff's business activities.
- 29) The 2nd Plaintiff has failed to maintain payments as per the terms of the business engagement with CFAO Equipment Ghana Limited as of January 1st, 2019.
- 30) The 2nd Plaintiff received demand notices for payment from CFAO Equipment Ghana Limited at various times during 2018.

- 31) The 2nd Plaintiff did not honour the demand notices for payment from CFAO Equipment Ghana Limited and had not done so as of June 1st, 2019.
- 32) The 2nd Plaintiff was in litigation with CFAO Equipment Ghana Limited in respect of debt and payables as of January 1st, 2020.
- 33) The 2nd Plaintiff contracted goods and/or services from Mantrac Bahrain W.L.L. between 2022 and 2025 in relation to 2nd Plaintiff's business activities.
- 34) The 2nd Plaintiff has failed to maintain payments as per the terms of the business engagement with Mantrac Bahrain W.L.L. as of December 31st, 2024.
- 35) The 2nd plaintiff received demand notices for payment from Mantrac Bahrain W.L.L. at various times between 2022 and 2024.
- 36) The 2nd plaintiff did not honour the demand notices for payment from Mantrac Bahrain W.L.L. and did not do so as of June 1st, 2024.
- 37) The 2nd Plaintiff was in litigation with Mantrac Bahrain W.L.L. in respect of debt and payables as of January 1st, 2025.
- 38) The 2nd Plaintiff contracted a facility from Seed Fund Savings and Loans between 2015 and 2017 in relation to 2nd Plaintiff's business activities.
- 39) The 2nd Plaintiff failed to maintain payments as per the terms of the facility agreement with Seed Fund Savings and Loans as of January 1st, 2017.
- 40) The 2nd Plaintiff was in litigation with Seed Fund Savings and Loans in respect of the facility agreement as of January 1st, 2017.
- 41) The 2nd Plaintiff contracted goods and/or services from Rana Motors and Metal Works Engineering between 2015 and 2017 in relation to 2nd Plaintiff's business activities.
- 42) The 2nd Plaintiff failed to maintain payments as per the terms of the business engagement with Rana Motors and Metal Works Engineering as of January 1st, 2017.
- 43) The 2nd Plaintiff received demand notices for payment from Rana Motors and Metal Works Engineering at various times during 2016.
- 44) The 2nd Plaintiff did not honour the demand notices for payment from Rana Motors and Metal Works Engineering and did not do so as of June 1st, 2017.
- 45) The 2nd Plaintiff was in litigation with Rana Motors and Metal Works Engineering in respect of debt and payables as of January 1st, 2018.

- 46) The 2nd Plaintiff contracted goods and/or services from Sandvik Mining and Construction between 2017 and 2020 in relation to 2nd Plaintiff's business activities at the Abooso Goldfields Damang Mine.
- 47) The 2nd Plaintiff has failed to maintain payments as per the terms of the business engagement with Sandvik Mining and Construction as of June 1st, 2024.
- 48) The 2nd Plaintiff received demand notices for payment from Sandvik Mining and Construction at various times during 2024.
- 49) The 2nd Plaintiff has failed to keep up with servicing the invoices of Sandvik Mining and Construction notwithstanding the latter's demand for payments.
- 50) The 2nd Plaintiff contracted goods and/or services from Chifeng Jilong Gold Mining Company Limited between 2018 and 2022 in relation to 2nd Plaintiff's business activities.
- 51) The 2nd Plaintiff has failed to maintain payments as per the terms of the business engagement with Chifeng Jilong Gold Mining Company Limited as of January 1st, 2024.
- 52) The 2nd Plaintiff received demand notices for payment from Chifeng Jilong Gold Mining Company Limited at various times during 2023.
- 53) The 2nd Plaintiff did not honour the demand notices for payment from Chifeng Jilong Gold Mining Company Limited and did not do so as of December 31st 2023.

Dated At Audrey Grey Unlimited, this 23rd day of June 2025



Samuel Alesu Dordzi
Lawyer for Defendant
Licence No.eGAR 03126/25
Audrey Grey Unlimited

The Registrar
High Court
(General Jurisdiction)
Accra

And to the above-named Plaintiffs or their lawyer, Bobby Banson Esq, Robert Smith Law Group, Unit A602, The Octagon, Accra.

EXHIBIT B53

Filed on 18/07/25
at 12:00 p.m.
Registrar
GENERAL JURISDICTION LCC ACCRA

THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(GENERAL JURISDICTION)
ACCRA- 2025

Suit No: GJ/0832/2025

Between

IBRAHIM MAHAMA
C11/21 ALAJO LINK ROA
ABELENKPE, ACCRA

... 1ST PLAINTIFF

ENGINEERS AND PLANNERS COMPANY LTD
C11/21 ALAJO LINK ROAD
ABELENKPE, ACCRA

... 2ND PLAINTIFF

And

BRIGHT SIMONS
PPV3+32G, KOANS ESTATE,
AMASAMAN, ACCRA

THIS IS EXHIBIT/
DOCUMENT MARKED
UBS34 REFERRED
TO THE AFFIDAVITS
SWORN AT ACCRA THIS
25TH DAY July 2025
BY B. SIMONS
BEFORE ME
COMMISSIONER FOR OATHS

DEFENDANT

SEARCH

PLEASE cause a search to be conducted in this honourable court to ascertain the following:

1. Whether or not the Request to Admit Facts filed on 25th June, 2025 has been served on the Plaintiffs? YES Yes/No

2. If yes, when was it served?
..... 03-07-2025

3. Whether or not the defendant has filed a Response to the Request to Admit facts?
NO INDICATION ON DCKET Yes/No

4. If yes, when?
..... NIL

5. Whether or not the Plaintiff has filed any other process? YES Yes/No

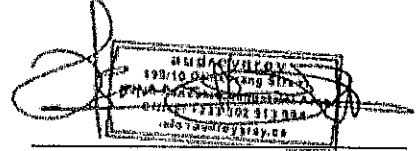
6. If yes, what process and when was it filed?

APPLICATION FOR DIRECTIONS (10-07-2025)

Dated at Messrs. AudreyGrey Unlimited, this 18th day of July, 2025.

Emil


18-07-2025
01:51 PM



Samuel Alesu-Dordzi
(Practice Certificate No. eGAR03126/25)
BP. No. 3000064459
Lawyer for the Plaintiff
AudreyGrey Unlimited

GJ5
EXHIBIT B54

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
(GENERAL JURISDICTION)

3/6/25
1:40


ACCRA – AD 2025

THIS IS EXHIBIT/
DOCUMENT MARKED
uRS4u REFERRED
TO THE AFFIDAVITS
SWORN AT ACCRA THIS
25th DAY July 2025
BY B. SIMONS
BEFORE ME
COMMISSIONER FOR OATHS

Suit No: GJ/0832/2025

BETWEEN

IBRAHIM MAHAMA
C11/21 ALAJO LINK ROAD
ABELENKPE, ACCRA

1ST PLAINTIFF

ENGINEERS AND PLANNERS COMPANY LTD
C11/21 ALAJO LINK ROAD
ABELENKPE, ACCRA

2ND PLAINTIFF

AND

BRIGHT SIMONS
PPV3+32G, KOANS ESTATE,
AMASAMAN, ACCRA

DEFENDANT

REQUEST TO ADMIT FACTS
(Order 23 Rule 2(1))

TAKE NOTICE THAT the Defendant in this action requires the 1st and 2nd Plaintiffs to admit for the purpose of this action only, the several facts respectively hereunder specified; and the 1st and 2nd Plaintiffs are hereby required within 14 days from the service of this request, to admit the said several facts, saving in this action all just exceptions to the admissibility of such facts as evidence in this action.

The facts the admission of which are required, are:

- 1) The 1st Plaintiff is the sole shareholder of the 2nd Plaintiff.
- 2) The 1st Plaintiff is the brother of the President of the Republic of Ghana.
- 3) By virtue of the 1st Plaintiff's association with the President of the Republic of Ghana, the 1st Plaintiff is a politically exposed person.

- 4) That in an engagement between 1st Plaintiff and Appleby Law Firm in 2013 to register Red Sky Aviation and for other services in the Isle of Man, the 1st Plaintiff was classified as a high-risk Politically Exposed Person for the purposes of the transactions.
- 5) The 1st Plaintiff is a public and political figure.
- 6) The 2nd Plaintiff is the main contractor for Abosso Goldfields Limited's Damang Gold Mine.
- 7) Pursuant to the agreement between the 2nd Plaintiff and Abosso Goldfields Limited's Damang Gold Mine, payment to the 2nd Plaintiff is based on services rendered, including loading and hauling, dewatering, access road maintenance, and ore blasting services.
- 8) From at least 2015 to 2019, the 2nd Plaintiff entered into a contract with Abosso Goldfields Limited worth approximately \$117 million, and that between 2015 and 2018, this was 2nd Plaintiff's largest mining services contract in Ghana.
- 9) In December 2019, the 2nd Plaintiff entered into an agreement with Abosso Goldfields Limited worth an estimated \$300 million.
- 10) The 2nd Plaintiff's December 2019 agreement with Abosso Goldfields Limited was expected to last between 2020 and 2025 with income earned based on services like loading, hauling, drilling, ore blasting, and access road maintenance rendered throughout the period.
- 11) Between 2020 and 2023, 2nd Plaintiff's December 2019 agreement with Abosso Goldfields Limited was its second largest commercial mining contract in Ghana.
- 12) Between 2020 and 2023, 2nd Plaintiff's December 2019 agreement with Abosso Goldfields Limited was its second largest commercial mining contract anywhere in the World.
- 13) Between 2015 and 2025, income from 2nd Plaintiff's two agreements with Abosso Goldfields Limited made its Damang projects the second or third largest commercial mining projects it had in Ghana.
- 14) Between 2015 and 2025, income from 2nd Plaintiff's two agreements with Abosso Goldfields Limited made its Damang projects collectively the second or third largest commercial mining projects it was engaged in around the world for each year during that period.
- 15) Between 2015 and 2025, the 2nd Plaintiff made and was projected to make at least 25% of its total income in the mining category over the period from the Damang projects alone pursuant to two consecutive agreements with Abosso Goldfields Limited

- 16) The 2nd Plaintiff has not received any payment from Abooso Goldfields Limited's Damang Gold Mine for ore blasting, drilling, haulage, and access road maintenance since active mining was suspended at the Mine in 2023.
- 17) Revenue from the 2nd Plaintiff's operation at Abooso Goldfields Limited's Damang Gold Mine is a significant share of total revenues for the 2nd Plaintiff.
- 18) The 2nd Plaintiff has at least one former employee currently working at high levels at the Minerals Commission.
- 19) The 1st Plaintiff is aware that the 2nd Plaintiff has at least one former employee working at high levels at the Minerals Commission of Ghana.
- 20) The Plaintiffs know one Victoria Awuni, a high-ranking official of the Minerals Commission, who previously worked for the 2nd Plaintiff.
- 21) The Plaintiffs know one Isaac Tandoh, a high-ranking official of the Minerals Commission, who previously worked with Abooso Goldfields Limited.
- 22) The 2nd Plaintiff has mining service contracts in relation to the Cardinal Namdini Mines in Bolgatanga.
- 23) The Plaintiffs made an offer to acquire the Cardinal Namdini Mines in Bolgatanga from Cardinal Resources Limited in or about 2020.
- 24) The Plaintiffs attempted to raise financing in Dubai and elsewhere to acquire the Cardinal Namdini Mines and other mining assets in Ghana and elsewhere in Africa.
- 25) The Plaintiffs continue attempts to raise financing to explore acquisition of mining assets in Ghana and elsewhere in Africa.
- 26) The 2nd Plaintiff signed a USD \$230 million Caterpillar equipment financing agreement with the Mansour Group.
- 27) The 2nd Plaintiff has taken a loan from Stanbic Bank Ghana Limited in excess of USD \$50 million in relation to the Mining Service Contract with Abooso Goldfields Limited.
- 28) The cessation of operations at the Damang mine automatically affected the significant revenues that the 2nd Plaintiff was receiving from Abooso Goldfields Limited for the Damang operations.
- 29) Since Abooso Goldfields Limited's Damang Gold Mine ceased operations at its Damang mine, the 2nd Plaintiff has had meetings with its creditors, including Stanbic Bank Ghana Limited and other banks in relation to loan servicing schedules.

- 30) In 2023, following a failure by 2nd Plaintiff to service a medium-term loan facility from the Ecowas Bank for Investment & Development (EBID), that the Board of Directors restructured the loan facility.
- 31) As of December 2023, 2nd Plaintiff is one of only two companies with a restructured loan on the books of EBID.
- 32) The 2nd Plaintiff expressed interest to Gold Fields and/or its executives in acquiring the Abosso Goldfields Damang site.
- 33) The reference to “industry” under the impugned excerpts of the Defendant’s article covers a wide variety of actors, such as civil society organisations and the Minerals Commission.
- 34) Presently, there are suits against the 2nd Plaintiff for debts owed to creditors.
- 35) Presently, there are pending and/or outstanding demand notices to 2nd Plaintiff for debts owed to creditors.
- 36) Presently, the 2nd Plaintiff has not kept up with servicing of a debt of \$68 million it took in or about 2020 for fleet modernisation and expansion purposes in connection with the Damang Mine operations.
- 37) Presently, the \$68 million debt taken by 2nd Plaintiff for the Damang Mine fleet purposes accrued unpaid interest and/or penalties from 2020 to 2023 leading to expected credit loss provisioning by the Creditor.
- 38) The phrase “up in arms” is an English expression which means “to protest strongly”.

Dated At Audrey Grey Unlimited, this 2nd day of June 2025

audreygrey
196/10 Otinkorang Street
North Kaneshie, Industrial Area
Office: +233 302 913 984
info@audreygrey.com

Samuel Alesu-Dordzi
Lawyer for Defendant
Licence No.eGAR 03126/25
Audrey Grey Unlimited

The Registrar
High Court
(General Jurisdiction)
Accra

And to the above-named Plaintiffs or their lawyer, Bobby Banson Esq, Robert Smith Law Group, Unit A602, The Octagon, Accra.

Emma
520
unlimited

97.5
EXHIBIT B55

Filed on 11/08/25
at 12:50
HIGH COURT
ACCRA

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
GENERAL JURISDICTION
ACCRA AD 2025

SUIT NO.: GJ/0832/2025

BETWEEN

IBRAHIM MAHAMA
C11/21 ALAJO LINK ROAD
ABELENKPE, ACCRA

1ST PLAINTIFF

ENGINEERS & PLANNERS COMPANY LTD.
C11/21 ALAJO LINK ROAD
ABELENKPE, ACCRA

2ND PLAINTIFF

AND

BRIGHT SIMONS
PPV3+32G, KOANS ESTATE
AMASAMAN, ACCRA

DEFENDANT

THIS IS EXHIBIT/
DOCUMENT MARKED
"B55" REFERRED
TO THE AFFIDAVITS
SWORN AT ACCRA THIS
25TH DAY JULY 2025
BY B. SIMONS
BEFORE ME
COMMISSIONER FOR

RESPONSE TO REQUEST TO ADMIT FACTS
(Order 23 rule 3 (1))

The Plaintiffs in this action, for the purposes of this action only, hereby admits the several facts respectively hereunder specified, subject to the qualification or limitations if any, hereunder specified, saving all just exceptions to the admissibility of such facts, or any of them, as evidence in this action.

| Facts Admitted |
|----------------|
| None. |

| Qualifications or Limitations if any, subject to which they are admitted |
|--|
| The Plaintiffs are unable to admit the following facts on the ground that they are irrelevant to the matters in dispute: |
| 1. The 1 st Plaintiff is the sole shareholder of the 2 nd Plaintiff. |
| 2. The 1 st Plaintiff is the brother of the President of the Republic of Ghana. |

7. Pursuant to the agreement between the 2nd Plaintiff and Abosso Goldfields Limited's Damang Gold Mine, payment to the 2nd Plaintiff is based on services rendered, including loading and hauling, dewatering, access road maintenance, and ore blasting services.
8. From at least 2015 to 2019, the 2nd Plaintiff entered into a contract with Abosso Goldfields limited worth approximately \$117 million, and that between 2015 and 2018, this was 2nd Plaintiff's largest mining services contract in Ghana.
9. In December 2019, the 2nd Plaintiff entered into an agreement with Abosso Goldfields Limited worth an estimated \$300 million.
10. The 2nd Plaintiff's December 2019 agreement with Abosso Goldfields Limited was expected to last between 2020 and 2025 with income earned based on services like loading, hauling, drilling, ore blasting, and access road maintenance rendered throughout the period.
22. The 2nd Plaintiff has mining service contracts in relation to the Cardinal Namdini Mines in Bolgatanga.
23. The Plaintiffs made an offer to acquire the Cardinal Namdini Mines in Bolgatanga from Cardinal Resources Limited in or about 2020.
24. The Plaintiffs attempted to raise financing in Dubai and elsewhere to acquire the Cardinal Namdini Mines and other mining assets in Ghana and elsewhere in Africa.
25. The Plaintiffs continue attempts to raise financing to explore acquisition of mining assets in Ghana and elsewhere in Africa.
26. The 2nd Plaintiff signed a \$230 million Caterpillar equipment financing agreement with the Mansour Group.

The Plaintiffs are unable to admit the following facts on the ground that they are vague, conjectural, or speculative:

3. By virtue of the 1st Plaintiff's association with the President of the Republic of Ghana, the 1st Plaintiff is a politically exposed person.
5. The 1st Plaintiff is a public and political figure.
6. The 2nd Plaintiff is the main contractor for Abosso Goldfields Limited's Damang Gold Mine.

11. Between 2020 and 2023, 2nd Plaintiff's December 2019 agreement with Abosso Goldfields was its largest commercial mining contract in Ghana.
12. Between 2020 and 2023, 2nd Plaintiff's December 2019 agreement with Abosso Goldfields Limited was its second largest commercial mining contract anywhere in the World.
13. Between 2015 and 2025, income from 2nd Plaintiff's two agreements with Abosso Goldfields Limited made its Damang projects the second or third largest commercial mining projects it had in Ghana.
14. Between 2015 and 2025, income from 2nd Plaintiff's two agreements with Abosso Goldfields Limited made its Damang projects collectively the second or third largest commercial mining projects it was engaged in around the world for each year during that period.
15. Between 2015 and 2025, the 2nd Plaintiff made and was projected to make at least 25% of its total income in the mining category over the period from the Damang projects alone pursuant to two consecutive agreements with Abosso Goldfields Limited.
17. Revenue from the 2nd Plaintiff's operation at Abosso Goldfields Limited's Damang Gold Mine is a significant share of total revenues for the 2nd Plaintiff.
18. The 2nd Plaintiff has at least one former employee currently working at high levels at the Minerals Commission.
19. The 1st Plaintiff is aware that the 2nd Plaintiff has at least one former employee working at high levels at the Minerals Commission of Ghana.
20. The Plaintiffs know one Victoria Awuni, a high-ranking official of the Minerals Commission, who previously worked for the 2nd Plaintiff.
21. The Plaintiffs know one Isaac Tandoh, a high-ranking official of the Minerals Commission, who previously worked with Abosso Goldfields Limited.
28. The cessation of operations at the Damang mine automatically affected the significant revenues that the 2nd Plaintiff was receiving from Abosso Goldfields Limited for the Damang operations.
29. Since Abosso Goldfields Limited's Damang Gold Mine ceased operations at its Damang mine, the 2nd Plaintiff has had meetings with its creditors, including Stanbic Bank Ghana Limited and other banks in relation to loan servicing schedules.

30. In 2023, following a failure by 2nd Plaintiff to service a medium-term loan facility from the Ecowas Bank for Investment & Development (EBID), that the Board of Directors restructured the loan facility.
31. As of December 2023, 2nd Plaintiff is one of only two companies with a restructured loan on the books of EBID.
32. The 2nd Plaintiff expressed interest to Gold Fields and/or its executives in acquiring the Abooso Goldfields Damang site.
33. The reference to "industry" under the impugned excerpts of the Defendant's article covers a wide variety of actors, such as civil society organizations and the Minerals Commission.
34. Presently, there are suits against the 2nd Plaintiff for debts owed to creditors.
35. Presently, there are pending and/or outstanding demand notices to 2nd Plaintiff for debts owed to creditors.
36. Presently, the 2nd Plaintiff has not kept up with servicing of a debt of \$68 million it took in or about 2020 for fleet modernization and expansion purposes in connection with Damang Mine Operations.
37. Presently, the \$68 million debt taken by 2nd Plaintiff for the Damang Mine fleet purposes accrued unpaid interest and/or penalties from 2020 to 2023 leading to expected credit loss provisioning by the Creditor.

The Plaintiffs are unable to admit the following fact on the ground that it is protected by legal privilege:

4. That in an engagement between 1st Plaintiff and Appleby Law Firm in 2013 to register Red Sky Aviation and for other services in the Isle of Man, the 1st Plaintiff was classified as a high-risk politically exposed person for the purposes of the transactions.

The Plaintiffs are unable to admit the following facts as they involve confidential information relating to third parties:

16. The 2nd Plaintiff has not received any payment from Abooso Goldfields Limited's Damang Gold Mine for ore blasting, drilling, haulage, and access road maintenance since active mining was suspended at the Mine in 2023.

22. The 2nd Plaintiff has mining services contracts in relation to the Cardinal Namdini Mines in Bolgatanga.

27. The 2nd Plaintiff has taken a loan from Stanbic Bank Ghana Limited in excess of \$50 million in relation to the Mining Service with Abosso Goldfields Limited.

Provided that this admission is made for the purposes of this action only, and is not an admission to be used against the Plaintiffs on any other occasion, or by any other than the Defendant or party requiring the admission.

DATED AT ROBERT SMITH LAW GROUP, UNIT A602, THE OCTAGON, ACCRA,
THIS 11TH JUNE 2025.

ROBERT SMITH LAW GROUP
UNIT A602, OCTAGON BUILDING
ACCRA

BOBBY BANSON, ESQ.
SOLICITOR FOR THE PLAINTIFFS
SOLICITOR'S LICENCE No. eGAR00297/25

TO THE REGISTRAR
HIGH COURT
GENERAL JURISDICTION
ACCRA

AND TO THE ABOVE- NAMED DEFENDANT OR HIS LAWYER, SAMUEL ALESU-
DORDZI, AUDREY GREY UNLIMITED, 195/10 OTINKORANG STREET, NORTH
KANESHIE, INDUSTRIAL AREA, ACCRA.