


AFRICAN UNION		UNION AFRICAINE
الاتحاد الأفريقي		UNIÃO AFRICANA
UNIÓN AFRICANA		UMOJA WA AFRIKA
AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS COUR AFRICAINE DES DROITS DE L'HOMME ET DES PEUPLES		

APPLICATION NO. 001/2017

ALFRED AGBES WOYOME

V.

THE REPUBLIC OF GHANA

CASE SUMMARY

I. THE PARTIES

1. The Application is filed by Mr. Alfred Agbesi Woyome (hereinafter referred to as “the Applicant”) is a national of the Republic of Ghana. He is also a business man, a Board Chairman and Director in three (3) companies namely, Waterville Holdings (BVI) Company, Austro-investment company and M-Powapak Gmb Company.
2. The Respondent State is the Republic of Ghana (hereinafter referred to as “the Respondent State”).

II. SUBJECT OF THE APPLICATION

A. FACTS OF THE MATTER

3. It emerges from the Application that in July 2024, the Respondent State won the bid to host the 2008 Edition of the Africa Cup of Nations. Following this, in 2005, the Central Tender Review Board of the Respondent State accepted the bid of M-Power Company and Vahmed Engineering Gmbh & Company to undertake the construction and rehabilitation of two stadia for the tournament. Following this, Vahmed Engineering Gmbh & company assigned its rights and responsibilities to Waterville Holdings Ltd Company (BVI).
4. On 30 November 2005, the Respondent State and Waterville signed a Memorandum of Understanding (MOU) to *inter alia* secure funding for the project on behalf of the Respondent State from *Bank Austria Creditanstalt Credit Cosalt AG*.
5. In December 2005, the Applicant, in alliance with Waterville Ltd Holding (BVI) company and Austro Investment Company, where he was Board Chairman, engaged M-Powapak Gmb Company, where he was Director, through a contract to provide financial services in respect of rehabilitation and construction services of the two stadia.

6. On 6 February 2006, the Ministry of Education and Sport authorized the construction of the two (2) stadia by Waterville Holdings Ltd (BVI) Company.
7. However, on 6 April 2006, the Respondent State abruptly terminated the contract of the Applicant with Waterville Holdings Ltd (BVI) Company, citing high costs and the fact that Waterville Holdings Ltd (BVI) Company had failed to secure the funding as agreed in the MoU concluded on 30 November 2005.
8. Waterville Holdings Ltd (BVI) Company, through the Applicant, initially protested the termination of the contract but later on conceded and claimed the money for work already done as authorized by the Ministry of Education and Sport. The Respondent State agreed and paid Waterville Holding Ltd (BVI) Company a total of Twenty-One Million Five Hundred Euros (21,500,000 Euros) for certified work up to the point of termination. Following this payment, the company is said to have fully paid the Applicant, as its agent, bringing the relationship between Waterville Holdings Ltd (BVI) Company and the Applicant to an end. the Applicant avers that this payment is not a subject of dispute before this Court.
9. Following a change of Government of the Respondent State in 2009, the Applicant, in his personal capacity, claimed from the new government payment of 2% as the total cost for the distinct role he played in raising funds for the project. On 6 April 2010, the Respondent State through the Ministry of Finance agreed to pay the Applicant. The Applicant further avers, that this payment is different from the Twenty-One Million Five Hundred Euros payment made to Waterville Holding Ltd (BVI) Company for certified work done in the construction and rehabilitation of the stadia before the termination of the contract. This asserts that this payment is the one in dispute before this Court.
10. The Applicant then filed his Application before this Court on 16 January 2017.

B. ALLEGED VIOLATIONS

11. The Applicant alleges that in relation to the judgement of the Review Bench of the Supreme Court, the following rights protected by the Charter have been violated;
 - i. Right to non-discrimination, guaranteed under Article 2;

- ii. Right to equality before the law and equal protection of the law, guaranteed under Article 3; and
- iii. Right to have one's cause heard, guaranteed under Article 7.

III. PRAYERS OF THE APPLICANT

12. The Applicants pray the Court to:

- i. Find that the Respondent State violated his rights under Article 2,3 and 7 of the Charter; and
- ii. Order the interim measures in the interest of justice to forestall irreparable damage being occasioned on him in refunding the money paid as ordered by the Review Bench of the Supreme Court.”

13. On Reparation, the Applicant prays the Court;

- i. Find that he is entitled to the sum of Ghana Cedi 51,283,490.59 to be paid to him by the Respondent State as an outcome of the mediation process between the parties and therefore there is no need for him to refund it as ordered by the Review Bench of the Supreme Court;
- ii. Order the Respondent State to pay the remaining amount of Ghana Cedi 1, 246, 982.92 of the judgment debt as at 19 October 2010 together with its cumulative interest from 7 October 2010 till date the date of final payment to the Applicant;
- iii. Order the Respondent State to refund all monies paid by him as a result of the Supreme Court orders together with interest;
- iv. Order the Respondent State to return with immediate effect all monies seized from his accounts through garnishee proceedings to the Ghanaian Banks where he holds an account;
- v. Find that he is entitled to loss of business due to the Review Bench decision, execution process and freezing of company shares- \$ 15,000,000.00 for commission, \$10,000,000.00 interest from 8 June 2017 to date of the final payment on the basis of the charging order in Civil Motion J8/102/2017 and Ghana Cedi 20,000 per month with interest using the cumulative commercial rate on the basis of the charging order in Civil Motion J8/102/2017;

- vi. Order damages to the tune of \$ 45,000,000.00 resulting from the comments made by Justice Dotse in his concurring opinion in Case J7/10/2013 of the Ordinary Bench of the Supreme Court;
- vii. Order reparations for the defamatory statements by AFAG and the publications by lawyer Ace Anan Akomah on his Facebook page;
- viii. Order the Respondent State to expunge from all internet sites, internet search engines such as google, yahoo etc. and other media outlets, any defamatory statements and publications about the Applicant;
- ix. Order the Respondent State to pay legal fees/miscellaneous fees (stationary, secretariat, courier, air tickets, boarding and lodging) for Arbitration fee for the International Chamber of Commerce- \$ 1, 100,710.00 and Trip cost for 7 people- \$ 14, 700.00; and
- x. Any other order that the Court deems fit.