



WRIT OF SUMMONS

(Order 2 rule 3(1))

WRIT ISSUED FROM Accra, 4/02 2025 SUIT No. 140040/2025

IN THE HIGH COURT OF JUSTICE

BETWEEN

HOLLISTAR DUAH-YENTUMI
NO 7 CUCUMBER LOOP
EAST LEGON ACCRA

... **PLAINTIFF.**

AND

SIC INSURANCE PLC
SIC HEAD OFFICE BUILDING
(NYEMITEI HOUSE)
NO 15 RING ROAD EAST
OSU ACCRA.

... **1ST DEFENDANT**

JAMES AGYENIM – BOATENG
ACCRA

.... **2ND DEFENDANT.**

To

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

HOLLISTAR DUAH-YENTUMI

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

1. SIC INSURANCE PLC 2. JAMES AGYENIM-BOATENG

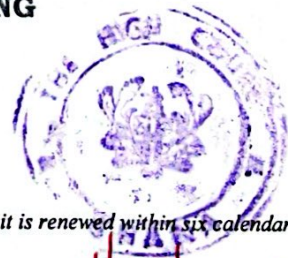
AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence without further notice to you

1. SIC INSURANCE PLC 2. JAMES AGYENIM-BOATENG

Dated this day of 2025

Chief Justice of Ghana

G. SACKY TORKORNOO (MRS).



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.

The defendant may appear hereto by filing a notice of appearance either personally or by a lawyer at Form 5 at the Registry of the Court of issue of the writ at A defendant appearing personally may, if he desire give notice of appearance by post.

*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).

**HIGH COURT
ACCRA**

FORM 1

STATEMENT OF CLAIM

Wherefore the Plaintiff's claims against the Defendants as follows:

- a. A declaration that the purported termination of the Plaintiff's employment as the Managing Director of the 1st Defendant is unlawful and in breach of the employment contract executed between Plaintiff and the 1st Defendant.
- b. A declaration that the purported appointment of the second Defendant to act as the Managing Director of the 1st Defendant is unlawful.
- c. An order directed at the Defendants to make payment of the Plaintiff's entire salary and benefits for the unexpired term of the employment contract, which benefits, and salary are pleaded in paragraphs 11 and 12 above.
- d. Cost including legal fees being 15% of the Plaintiff's entire salary and benefits for the unexpired term of the employment contract.

POKU-NYAMAA & ASSOCIATES
LEGAL PRACTITIONERS
P.O. BOX 4737
KUMASI



This writ was issued by **E.N. POKU ESQ**

whose address for service is **POKU NYAAMAA & ASSOCIATES. 1ST FLOOR AMPOMAH ARCADE BUILDING, ADUM, KUMASI.**

Agent for **THE PLAINTIFF**

Address Number and date of lawyer's current licence.

eASH00374/25

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 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).

4/2/2025
2:13 am/pm
Registrar
HIGH COURT ACCRA

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

SUIT NO:.....

BETWEEN

HOLLISTAR DUAH-YENTUMI
NO 7 CUCUMBER LOOP
EAST LEGON ACCRA

... **PLAINTIFF.**

AND

SIC INSURANCE PLC
SIC HEAD OFFICE BUILDING
(NYEMITEI HOUSE)
NO 15 RING ROAD EAST
OSU ACCRA.

... **1ST DEFENDANT.**

JAMES AGYENIM – BOATENG
ACCRA

...**2ND DEFENDANT.**

STATEMENT OF CLAIM
(ORDER 11 RULE 1 OF C.I. 47)

1. Plaintiff is a lawyer by profession and the Managing Director of the 1st Defendant company.
2. The 1st Defendant is company limited by liability and listed on the Ghana Stock Exchange with its main object of business being an insurance business.
3. 2nd Defendant is also a lawyer, and a politician, ordinarily resident within the jurisdiction of the Court.
4. The Plaintiff states that at all times material to the present suit, Plaintiff is an employee of the 1st Defendant having been engaged by the 1st Defendant as its Managing Director, which engagement has been approved by all the shareholders of the 1st Defendant at an Annual General Meeting.
5. The Plaintiff's engagement with the 1st Defendant is governed by a contract of engagement dated 21st day of March 2024 [hereinafter

referred to as "the Agreement" executed between the 1st Defendant and the Plaintiff and the addendum to the Agreement dated the 2nd day of May 2024.

6. Under and by virtue of the agreement the Plaintiff's tenure as the Managing Director is for a period of four years, thus expiring on the 1st day of January 2028 or soon thereafter as may be agreed upon by the Board of Directors of the 1st Defendant and the Plaintiff.
7. The Plaintiff therefore states that all terms relating to and regarding the Plaintiff's employment as the Managing Director of the public listed company such as the 1st Defendant is governed solely by the employment agreement executed by the parties.
8. In furtherance of the pleadings above, the Plaintiff's employment therefore can only be terminated in accordance with the terms of the agreement particularly clause 7 therein and furthermore, the appointment of Directors or Managing Directors of the 1st Defendant is the sole preserve of the Board of Directors and/or all the shareholders acting at an Annual General Meeting.
9. Regarding the termination of the Plaintiff's employment, Plaintiff states that under and by virtue of clause 7 of the agreement, the Plaintiff's employment may only be terminated by the board of directors of the 1st Defendant or by all the shareholders of the company acting at an Annual General Meeting for the said purpose.
10. Plaintiff further states that upon the termination of the Plaintiff's employment, the Plaintiff is entitled to in accordance with clause 7 of the agreement to a lump sum payment of Plaintiff's gross salary, allowances and benefits for the unexpired period of the agreement which payment must be made at the "official handing over to the next successor".
11. Regarding the Plaintiff's salary, allowances and benefits same is governed by clause 5 of the agreement and the addendum which stipulates that the following:
 - a. Gross basic salary of GHC840,000.00 per annum, which salary is subject to an annual upward review rate of 15 %.
 - b. Payment of plaintiff's Social Security and National Insurance Trust (SSNIT) and provident fund

- c. The provision of an official accommodation and the repair of same to suitable standard, at the cost of up to GHC200,000.00.
- d. A clothing allowance of 10% of the annual basic salary payable once a year and by the end of the payment year.
- e. An entertainment allowance of 10% of the annual basic salary payable monthly in twelve (12) equal instalments per year over the tenure of this contract.
- f. A monthly canteen allowance of GHC850.00
- g. Professional allowance of GHC1,200.00.
- h. Payment of all utility bills, property rates, and other taxes which shall be levied on her official residence.
- i. Payment of annual membership dues for only one professional association of her choice.
- j. Payment of membership fees for a health or sports club of her choice not exceeding GHS3,000.00 per annum paid directly to the sports club.
- k. Provision of one Domestic (House) help or cash in lieu of an amount GHS3,000.00
- l. Provision of one personal security at the MD's residence or cash in lieu of an amount of GHS3,000.00
- m. Provision of one gardener at the MD's residence or cash in lieu of an amount of GHS2,000.00.
- n. Provision of medical care for the managing director, her spouse and five children below the age of 18 or up to 22 years if still schooling or unemployed at the Bob freeman clinic
- o. Provision for the sole use of the managing director for a suitable company car (i.e. a V8 Toyota Land Cruiser) and payment of all expenses in connection with its maintenance and insurance.

- p. Provision of 450 litres of fuel per month for the official vehicle
- q. The company car referred to above shall be sold to the Managing director on the expiration or termination of this agreement in accordance with the terms of the asset disposal policy of the company. Disposal of the vehicle to the managing director on earlier termination of this agreement by the Managing Director shall be at the discretion of board.
- r. Provision of a mobile telephone and rechargeable units for the exclusive use of the Managing Director as provided for under the rules and conditions as set by the company being GHS15,000.00.
- s. The managing director shall be entitled to take thirty (30) working days of paid vacation (exclusive of statutory holdings) in each year at such times as the board may approve
- t. The managing director shall be entitled to an annual familiarization tour to any destination. SIC shall pay an amount not exceeding US\$3,000.00 for an air ticket for the trip upon proof of undertaking the trip. The annual familiarization benefit is a "use it or lose it" benefit.
- u. The managing director's annual familiarization tour shall be considered part of her entitled paid vacation days each year and therefore should be deducted from the total entitled days when taken.
- v. The managing director shall be paid per diem of US\$810 for all international travels for seven (7) days towards the familiarisation tour referred to in section 5.3 (xiii). The payment shall commence before her departure.
- w. The provision of a personal accident and life insurance cover in an amount equivalent to five (5) times the managing director's annual basic salary.
- x. In the course of her duties, the managing director would be provided with a business class airline ticket for official trips and be paid a per diem for USD\$810.00 per day.

- y. Payment of annual bonus shall be based on the achievement of set targets. The amount payable shall be determined in accordance with the Bonus Policy of the company.
- z. Benefits and allowances that are not specified in this contract but to which the MD may be entitled will be paid at the current General Manager's rate plus twenty (20) percent.
12. Plaintiff states that the salary and benefits pleaded above are subject to annual 15% increment review.
13. Plaintiff continued to perform her contractual duties as the Managing Director of the 1st Defendant until she received a letter from the office of the president, signed by the executive secretary of the president, Callistus Mahama Ph.D., [Secretary of the President] purporting to terminate her employment as the Managing Director of the 1st Defendant.
14. The letter pleaded in paragraph 13 above is dated the 24th day of January 2025 and titled "TERMINATION OF APPOINTMENT", with reference number, OPS 127/25/149 and received by Plaintiff on the 27th day of January 2024.
15. In the afore-pleaded letter of 24/01/2025, the said Secretary of the President purported to terminate the appointment of Plaintiff as the Managing Director of the 1st Defendant and further purported to appoint 2nd Defendant to "act" as the Managing Director and by so doing describing the 1st Defendant as "an agency".
16. At all times material to this suit, the 1st Defendant is not "an agency" of the Government as wrongly described by Secretary of the President, 1st Defendant being a public listed company on the Ghana Stock Exchange [GSE] with various shareholders with the government being just one of the many shareholders of the company.
17. Consequently, to the extent that the 1st Defendant is a public listed company, the determination of who may or may not be a Director and/or the Managing Director of the company is the sole preserve of the shareholders at an annual general meeting of the 1st Defendant or its Board of Directors, and not the President or the Executive Arm of Government.

3. In furtherance of the pleading above we further reiterate that all decisions affecting a public listed company irrespective of whether the government is a shareholder therein or otherwise are to be taken by **all shareholders jointly** at an annual general meeting or by the Board of Directors.
19. Based on the pleadings above, it is evident that the purported action of treating the 1st Defendant as “an agency” of the state clearly emanates from a misconception of the nature of the 1st Defendant as a company, and as such any purported arrogation of the power to purport to revoke and appoint a Managing Director is not only ultra vires but indeed unlawful and an unwarranted interference in the affairs of a public listed company on the GSE.
 20. Furthermore, Plaintiff states that the 2nd Defendant premised on the ultra vires and purported termination of the Plaintiff by the said Secretary of the President, is purporting to hold himself out and act as the Managing director of the 1st Defendant company with the connivance of certain officers of the 1st Defendant.
 21. In furtherance of the pleading above, the plaintiff states that the said 2nd Defendant continues to hold himself as the Managing Director of the 1st Defendant despite not having been so appointed by the board of directors and/or the shareholders at an annual general meeting and in fact set to have meetings at the 1st Defendant’s premises with its staff directing the said staff on what to do and what not to do.
 22. The above fact pleaded in paragraph 21 apart, the 2nd Defendant is being permitted by some officers of the 1st Defendant to act as the Managing director despite the pendency of the Plaintiff’s employment as the Managing director and to interfere with the Plaintiff’s employment with the 1st Defendant thus, frustrating the Plaintiff’s economic right to perform her obligations as the Managing Director of the 1st Defendant.
 23. Paragraph 22 is above is repeated and the Plaintiff states that the 1st Defendant permitted the said **James Agyenim-Boateng**, to enter the premises of the 1st Defendant and act as the Managing Director including meeting the Executive Management Committee (i.e. EXCO), led by the deputy Managing Director and some other heads of departments of the Company in the purported exercise of his duties as the Managing Director on the 30th January 2024, when our Client was clearly at post and was acting in accordance with the terms of the contract.

24. By 1st Defendant's conduct of permitting the said **James Agyenim-Boateng to meet, introduce himself as the new MD, as well as holding himself out as the Managing Director to the management team of the company without any formal handing over and/or swearing in by the Board of Directors, 1st Defendant have definitely accepted 2nd Defendant's wrongful appointment and furthermore constructively and unlawfully terminated our Plaintiff's appointment.**
25. The Plaintiff further states that the Defendants conduct effectively amounts to constructive dismissal entitling the Plaintiff to a lump sum payment of the entire salary and benefits for the remaining years of the contract.
26. The Plaintiff states that the Defendants shall continue to unlawfully interfere with the Plaintiff's right under the employment contract and prevent the Plaintiff from performing her duties unless otherwise restrained by the Court.
27. Wherefore the Plaintiff's claims against the Defendants as follows:
- a. A declaration that the purported termination of the Plaintiff's employment as the Managing Director of the 1st Defendant is unlawful and in breach of the employment contract executed between Plaintiff and the 1st Defendant.
 - b. A declaration that the purported appointment of the second Defendant to act as the Managing Director of the 1st Defendant is unlawful.
 - c. An order directed at the Defendants to make payment of the Plaintiff's entire salary and benefits for the unexpired term of the employment contract, which benefits, and salary are pleaded in paragraphs 11 and 12 above.
 - d. Cost including legal fees being 15% of the Plaintiff's entire salary and benefits for the unexpired term of the employment contract.

DATED AT POKU NYAAMAH & ASSOCIATES THIS 29TH DAY OF
JANUARY 2025.

POKU-NYAMAA & ASSOCIATES
LEGAL PRACTITIONERS
P.O. BOX 4737
KUMASI

.....
E.N. POKU ESQ.,
SOLICITORS FOR PLAINTIFF.
LICENCE NO.eASH00374/25.
CHAMBERS REG. No.ePP09506/24.
TIN. OF CHAMBERS. C000450450X

THE REGISTRAR,
HIGH COURT,
GENERAL JURISDICTION,
ACCRA.

AND FOR SERVICE ON THE ABOVENAMED DEFENDANTS WHOSE
ADDRESS OF SERVICE IS:

A. 1ST DEFENDANT, **SIC INSURANCE PLC** SIC HEAD OFFICE
BUILDING (NYEMITEI HOUSE) NO 15 RING ROAD EAST OSU
ACCRA.

B. 2ND DEFENDANT **JAMES AGYENIM - BOATENG ACCRA.**