

Filed on: 10-11-2021
at: 3:00 am
~~Read~~
HIGH COURT
ACCRA

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
ACCRA – GREATER ACCRA

SUIT NO.

1. INNOVATIVE TEACHERS
BF168 1 ST GARRAGES ST CM-0303-4298
2. ALL TEACHERS ALLIANCE GHANA
124 DR. BUSIA HIGH ST GA-469-9067

--- --- PLAINTIFFS/RESPONDENTS

GJ/0150/2022

VRS.

1. K.A TECHNOLOGIES GHANA LIMITED
FREMA HOUSE, SPINTEX ROAD, ACCRA
2. THE ATTORNEY GENERAL
3. GHANA EDUCATION SERVICE (G.E.S.)
4. MINISTRY OF EDUCATION
ALL OF ACCRA

--- DEFENDANTS/APPLICANTS

(PLAINTIFF SHALL DIRECT SERVICE)

**MOTION ON NOTICE FOR INTERLOCUTORY INJUNCTION
PURSUANT TO ORDER 25 RULE 1 (1) OF C.I.47.**

Motion on Notice by Kwaku O. Anim-Addo, Esq., counsel for the Plaintiffs/Applicants praying the Honourable Court for an order for Interlocutory Injunction restraining the Defendants, their agents, successors, assigns, service men, workmen and all persons claiming through them from awarding or entering into a contract of selling or distributing laptop computers and/or in any way dealing with or interfering with any contract of selling or distributing laptop computers under the one teacher one laptop computer programme pending the final determination of this suit, in terms of the accompanying affidavit.

And any other order(s) that to this Honourable Court may seem fit.

8531287:240

Wednesday 24th
Court to be moved on the day of November, 2021 at 9 O'clock
in the forenoon or so soon thereafter as Counsel for the Plaintiff/Applicant
may be heard.

**DATED AT NYAME ADOM CHAMBERS ADUM KUMASI THIS 25TH DAY
OF OCTOBER, 2021.**

SOLICITOR FOR PLAINTIFF/APPLICANT
Lawyer's current License: eASH02370/21
Chambers Registration No.: ePP00765/20

NAME: SOAFC & ASSOCIATES
REGISTERS SOLICITORS & NOTARIES PUBLIC
SOUTH EASTERN COURT OF GHANA
ADUM KUMASI
P.O. BOX 10000 KUMASI

**THE REGISTRAR
HIGH COURT
ACCRA – GREATER ACCRA**

AND COPY FOR SERVICE ON THE DEFENDANT/RESPONDENT HEREIN.

**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
ACCRA – GREATER ACCRA**



1. INNOVATIVE TEACHERS

--- --- PLAINTIFFS/APPLICANTS

BF168 1 ST GARRAGES ST CM-0303-4298

2. ALL TEACHERS ALLIANCE GHANA

124 DR. BUSIA HIGH ST GA-469-9067

VRS.

1. K.A TECHNOLOGIES GHANA LIMITED

--- --- DEFENDANTS/RESPONDENTS

FREMA HOUSE, SPINTEX ROAD, ACCRA

2. THE ATTORNEY GENERAL

3. GHANA EDUCATION SERVICE (G.E.S.)

4. MINISTRY OF EDUCATION

ALL OF ACCRA

(PLAINTIFF SHALL DIRECT SERVICE)

**AFFIDAVIT IN SUPPORT OF MOTION ON NOTICE FOR INTERLOCUTORY
INJUNCTION**

I, STEPHEN DESU of 1 ABABIO TAKOR LN CM-0413-3086 in the REPUBLIC OF GHANA make oath and say as follows:

1. That I am the founder and member of the 1st Plaintiff and deponent herein
2. That I have the consent and authority of the National Executives of both the 1st and 2nd Plaintiffs to depose to this affidavit on their behalf and on my own behalf.
3. That the facts I depose to in this affidavit are within my personal knowledge and belief.

4. That at the hearing of this Application, leave shall be sought by counsel for the Applicants to refer to all processes so far filed and are before the Honourable Court as forming part of this Application.
5. That the Plaintiffs issued a Writ of Summons together with a Statement of Claim seeking the following reliefs against the Defendants;

The Plaintiffs claim against the Defendants as follows:

- a. A declaration that the award of the manufacturing and distribution of laptops for the one teacher one laptop programme by the Government of Ghana to the 1st Defendant was unlawful.
 - b. An order declaring the said contract between the Government of Ghana and the 1st Defendant null and void.
 - c. An order terminating the Contract.
 - d. An order for any amount of money paid to the 1st Defendant by the Government of Ghana for the manufacturing and distribution of the laptops be refunded by the 1st Defendant.
 - e. Cost including legal fees.
 - f. Any further order(s) as may be deemed fair and just by the Honourable Court.
-
6. That the Plaintiffs say that, the 1st Defendant claims/purports to be an indigenous private limited liability Company duly registered in Ghana in accordance with the company's Act, 2019 (Act 992) as stated on the website of the 1st Defendant (I attach herewith a copy of the registration Certificate emanating from the website of the 1st Defendant marked **EXHIBIT A**).
-
7. That the 1st Defendant claims as part of its nature of business the manufacturing, training, connectivity and technical solutions for identifiable segment such as education, healthcare, agriculture among others. (I attach

herewith a document to this effect published by the 1st Defendant on its Website marked **EXHIBIT B**.

8. That the plaintiffs state that the 1st Defendant, K.A TECHNOLOGIES GHANA LIMITED was created only by virtue of the contract of distributing laptop computers under the one teacher one laptop computer initiative by the Government of Ghana acting through the 2nd, 3rd and 4th Defendants.

9. That the 1st Defendant, K.A TECHNOLOGIES GHANA LIMITED has branded its laptops TM1.

10. That the 2nd Defendant is a Minister of State and a principal legal advisor to the Executive arm of government with constitutional responsibility to prosecute suits for and on behalf of the state; and defend all suits instituted against government or any state institution.

11. That the 1st Defendant has been given a sole-sourced contract by the other defendants herein to supply 280,000 laptops as stated by the President of the Republic of Ghana during the State of the Nation's Address on Tuesday, 9th March, 2021 but Vice-President of the Republic of Ghana contradicted the President's figure when he stated that number of laptops in the contract is 350,000 laptops on 3rd September, 2021 during the launch of the 'ONE TEACHER, ONE LAPTOP' initiative and Vice-President of the Republic of Ghana repeated 350,000 laptops during his speech at the ASHESI UNIVERSITY on 2nd November, 2021.

12. That the sole-sourced contract to the 1st Defendant, K.A TECHNOLOGIES GHANA LIMITED is contrary to section 40 a, b, c, d, and e of the Public Procurement Act, 2003(Act 663) and that the 4th Defendant has failed to publish the contract details on the website of Public Procurement Authority contrary to section 31(1 and 2) of the Public Procurement Act in an attempt to hide it from public scrutiny.

13. That the 1st Defendant lacks capacity to enter into contractual relations with the 2nd, 3rd and 4th Defendants acting for the Government of Ghana to manufacture and distribute computer laptops to all teachers throughout the Country.
14. That the 1st Defendant did not meet the Mandatory Eligibility Criteria as set forth in Section III.C of the Procurement of Information Technology Products document issued by the Public Procurement Authority, Ghana for the year 2019 (I attach herewith a copy of the Public Procurement Authority's said document marked **EXHIBIT C**)
15. That the Government of Ghana through Ghana Education Trust fund (GETFUND) will pay seventy percent (70%) of the cost of the laptops while teachers will pay thirty percent (30%) of the laptops from the year 2021 Professional Development Allowance due for payment to teachers at the end of November 2021.
16. That a search made at the REGISTRAR GENERAL'S DEPARTMENT by the 2nd Plaintiff revealed that 1st Defendant is not in the database of the REGISTRAR GENERAL'S DEPARTMENT (I attach herewith a copy of the search marked **EXHIBIT D**).
17. That further searches conducted at Social Security and National Trust (SSNIT) indicated that the 1st Defendant was given a SSNIT Certificate in November 2020.

18. That an enquiry made at the Public Procurement Authority indicated that the 1st Defendant was registered by Public Procurement Authority on 4th November 2020.
19. That the tax clearance certificate that was given to the 1st Defendant was obtained unlawfully.
20. That a search at the Ghana Standards Authority indicated that the 1st Defendant has not submitted its laptops to Ghana Standards Authority for certification or evaluation and as a result the 1st Defendant's TM1 Laptops are not certified to be sold in Ghana as indicated (I attach herewith **EXHIBIT E**).
21. That the 1st Defendant does not have any track record in the manufacturing of laptops in Ghana prior to the award of the contract.
22. That the 2nd Defendant's inordinate quest to award the contract to the 1st Defendant is what led to the hurried collection of SSNIT CERTIFICATE and registration at PPA by 1st Defendant to have semblance of legitimacy to get the contract when the 1st Defendant cannot be found in the database of REGISTRAR GENERAL'S DEPARTMENT.
23. That the 1st Defendant did not qualify for the contract given that it has no certification from Ghana Standards Authority to manufacture and sell its laptops in Ghana.
24. That the 1st Defendant is not in the database of the Registrar General's Department and it has no track record in manufacturing laptops.

25. That the description of the uncertified TM1 laptops being manufactured by the 1st Defendant as world-class on its website as indicated on **EXHIBIT F** and the description of the TM1 laptops by the 3rd Defendant, Ghana Education Service as high quality and durable on paragraph 7 of its letter dated 9th September, 2021 as indicated on **EXHIBIT G** are a ploy by the 1st and 3rd Defendants to deceive teachers to accept the uncertified laptops contrary to section 21(1) a, b and c) of Standard Authority Act, 1973 (NRCD 173).

26. That the Award of the contract to the 1st Defendant by the other Defendants is illegal because the 1st Defendant lacks legal capacity to undertake the contract.

27. That the Plaintiffs/Applicants are praying the Honourable Court for an order for Interlocutory injunction restraining the Defendants, their agents, successors, assigns, service men, workmen and all persons claiming through them from awarding or entering into a contract of selling or distributing TMI laptops and/ or in any way dealing with or interfering with any contract of selling or distributing laptop computers under the one teacher one laptop initiative pending the final determination of this suit.

28. That the Professional Development allowance meant for all teacher in Ghana Education Service is in danger of being deducted by the 2nd, 3rd and 4th defendant for the 1st defendant as part payment of an uncertified TM1 laptops at the end of November, 2021 at a time when the 1st Defendant has not supplied 98% of the uncertified laptops to teachers; the resultant effect is that the 2nd, 3rd and 4th want the Professional Development Allowance to pre-finance the manufacturing of the uncertified laptops pointing to lack of financial capacity of the 1st defendant.

29. That the Deputy Minister of Education representing the 4th Defendant stated that the cost of the laptop is one thousand five hundred and fifty Ghana cedis (1550) on FACE TO FACE on CITITV as indicated on **EXHIBIT H** but the 3rd Defendant, Ghana Education Service stated that the cost of the laptop is one thousand eight hundred and thirty one cedis (1,831) with reference to paragraph 4 of its letter dated 9th September, 2021 as indicated on **EXHIBIT J**; the contradiction in the price of the TM1 laptop only points to murky contract that is one of the reasons why the 4th Defendant has failed to publish the contract on the website of PPA.

30. That the 2nd, 3rd and 4th Defendants are going to deduct 30% component from the Professional Development Allowance of teachers to pay the 1st Defendant for the uncertified TM1 laptops of suspicious quality at the end of November 2021.

31. That the Defendants have already started the distribution of the uncertified laptop computers.

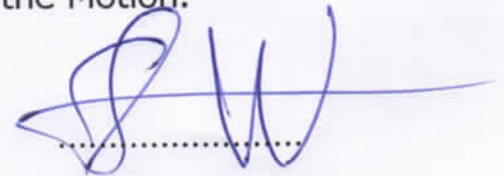
32. The 1st Defendant does not have the financial capacity to refund to the state and teachers if the instant suit is finally determined in favour of the Plaintiffs.

33. That the Plaintiffs and the State will suffer greater hardship should this application be refused.

34. That this application has been brought in good faith and in the interest of justice I pray that same be granted.

35. Wherefore I swear to this Affidavit in support of the Motion.

Sworn at ~~Kumasi~~ ^{Accra} this ~~10th~~ ^{10th} day of ~~October~~ ^{Nov.}, 2021.



DEPONENT



IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
ACCRA – GREATER ACCRA

1. INNOVATIVE TEACHERS --- --- PLAINTIFFS/APPLICANTS
BF168 1 ST GARRAGES ST CM-0303-4298
2. ALL TEACHERS ALLIANCE GHANA
124 DR. BUSIA HIGH ST GA-469-9067

VRS.

1. K.A TECHNOLOGIES GHANA LIMITED --- --- DEFENDANTS/RESPONDENTS
FREMA HOUSE, SPINTEX ROAD, ACCRA
2. THE ATTORNEY GENERAL
3. GHANA EDUCATION SERVICE (G.E.S.)
4. MINISTRY OF EDUCATION
ALL OF ACCRA

(PLAINTIFF SHALL DIRECT SERVICE)

**CERTIFICATE OF IDENTIFICATION OF EXHIBITS PURSUANT TO ORDER 20 RULE 14
OF THE HIGH COURT (CIVIL PROCEDURE) RULES 2004, C.I.47**

I, Samuel Kpakpo Abo hereby certify that Exhibits A, B, C, D and E
attached to Motion on Notice for Interlocutory Injunction were identified by me.

Sworn before me on the 10th day of Nov October, 2021.

DATED AT KUMASI THIS 25TH DAY OF OCTOBER, 2021.

