



WRIT OF SUMMONS

(ORDER 2 RULE 3(1))

WRIT ISSUED FROM20..... Suit No. 0CC/20/2026

IN THE HIGH COURT OF GHANA
(COMMERCIAL DIVISION)
KUMASI – ASHANTI



BETWEEN:

DR. CHARLES DWAMENA	} ... PLAINTIFF
Former Deputy Ambassador of the	}
Republic of Ghana to the People's	}
Republic of China; Former Director of	}
Finance and Administration, NPP	}
Headquarters; National Treasurer,	}
New Patriotic Party-Accra	}
Of H/No. Plot 34 Block C	}
Santasi-Anyinam	}
Kumasi	}

FILED ON 17/07/26
A.T. 9:25am
REGISTRAR
COMMERCIAL/LAND COURT
KUMASI

VRS

HUBTEL LIMITED	}
A Company duly incorporated	}
under the Laws of Ghana,	}
carrying on business at	}
Hubtel Ahodwo	}
Kumasi Office	}

PLAINTIFF WILL DIRECT SERVICE

An Action having been commenced against you by the issue of this Writ by the above-named Plaintiff

DR. CHARLES DWAMENA

YOU ARE HEREBY COMMANDED that within eight days after the service of this Writ on you inclusive of the day of service you do cause an appearance to be entered for you

HUBTEL LIMITED

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

HUBTEL LIMITED

Chief Justice of Ghana, the 17TH day of JULY, 2026.

N.B: This writ to be served within twelve calendar months from the date of issue unless it is renewed within six calendar months from the date of last renewal.

The defendant may appear hereto by filing a notice of appearance either personally or by lawyer at the Registry of the Court of issue of the writ at HIGH COURT (COMMERCIAL DIVISION), KUMASI. A defendant appearing personally may, if he desires, give notice of appearance by post.

P. A. AFFOE-BONNIE
(CHIEF JUSTICE)

STATEMENT OF CLAIM

Plaintiff's claim against the Defendant is for:

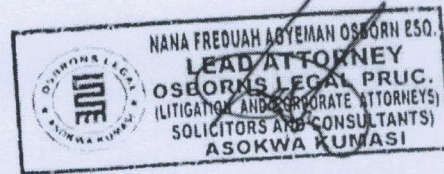
1. A DECLARATION that a valid and binding contract subsisted between the Plaintiff and the Defendant for the provision, configuration, and operation of the USSD Campaign Shortcode *713*2028#, which shortcode was assigned to and belonged exclusively to the Plaintiff and his campaign for General Secretary of the New Patriotic Party.
2. A DECLARATION that the Defendant's activation of the Unauthorised Shortcode *714*2028# bearing the Plaintiff's personal name, without the Plaintiff's knowledge, consent, or authorisation and in disregard of the Plaintiff's express documented objection, and the Defendant's linkage of the said Unauthorised Shortcode to the Plaintiff's Campaign Shortcode *713*2028#, were wrongful, unlawful, and constituted a breach of the Defendant's contractual and tortious duties to the Plaintiff.
3. A DECLARATION that the Defendant's deactivation of the Plaintiff's Campaign Shortcode *713*2028# without the Plaintiff's consent, instruction, or authorisation was wrongful, unlawful, and a breach of contract.
4. A mandatory injunction compelling the Defendant forthwith to reinstate the Plaintiff's Campaign Shortcode *713*2028# and to permanently deactivate the Unauthorised Shortcode *714*2028#.
5. An order for a full and verified account of all transactions processed through the Unauthorised Shortcode *714*2028# from the date of its activation to the date of judgment, and payment over to the Plaintiff of all sums found due upon such accounting.
6. General damages in the sum of FIVE MILLION GHANA CEDIS (GH¢5,000,000.00) for breach of contract and negligence.
7. Exemplary damages for the reckless and high-handed conduct of the Defendant in activating the Unauthorised Shortcode in defiance of the Plaintiff's express documented objection.
8. Special damages representing the Plaintiff's loss of campaign donations and consequential losses occasioned by the unlawful deactivation of the Campaign Shortcode *713*2028#, particulars to be provided at trial.

9. Interest on all monetary awards at the prevailing Bank of Ghana rate from the date of filing to the date of final payment; and

10. Costs of this action, including solicitor's costs.

DATED AT OSBORNS LEGAL PRUC., ASOKWA-KUMASI THIS DAY
OF JULY 2026.

This Writ was issued by:



.....
NANA FREDUAH AGYEMAN OSBORN ESQ.
SOLICITOR FOR THE PLAINTIFF
SOLICITOR'S LICENSE NO: eASH/04004/26
CHAMBER REG. NO: ePP/10524/25

Whose address for service is:
OSBORNS LEGAL PRUC
F.A JANTUAH AVENUE, YAA ASANTEWAA ROAD
BEHIND GIMPA-KUMASI CAMPUS
ASOKWA-KUMASI

Lawyer for Plaintiff: Nana Freduah Agyeman Osborn, Esq. who resides at KUMASI

.....
Indorsement to be made within 3 days after service

This Writ was served by me at

On the defendant

On the day of

2025

Indorsed the day of

2025

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 agent or into court as provided for in Order 2 rule 3(2)

FORM 1

IN THE HIGH COURT OF GHANA
(COMMERCIAL DIVISION)
KUMASI – ASHANTI

BETWEEN:

DR. CHARLES DWAMENA	} ... PLAINTIFF
Former Deputy Ambassador of the	}
Republic of Ghana to the People's	}
Republic of China; Former Director of	}
Finance and Administration, NPP	}
Headquarters; National Treasurer,	}
New Patriotic Party-Accra	}
Of H/No. Plot 34 Block C	}
Santasi-Anyinam	}
Kumasi	}

FILED ON 17/07/26
AT 9:25am
REGISTRAR
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VRS

HUBTEL LIMITED	}
A Company duly incorporated	}
under the Laws of Ghana,	}
carrying on business at	}
Hubtel Ahodwo	}
Kumasi Office	}
PLAINTIFF WILL DIRECT SERVICE	

STATEMENT OF CLAIM

1. The Plaintiff, Dr. Charles Dwamena, is a citizen of the Republic of Ghana, a distinguished public servant, Former Deputy Ambassador of the Republic of Ghana to the People's Republic of China, Former Director of Finance and Administration at NPP Headquarters, Former Branch Chairman of the NPP China Branch, and the current National Treasurer of the New Patriotic Party of Ghana.
2. The Plaintiff is a candidate in the NPP National Executives Elections slated for September 18-20, 2026, having declared his candidacy for the position of General Secretary of the New Patriotic Party.
3. The Defendant, Hubtel Limited, is a company duly incorporated under the laws of the Republic of Ghana and carries on business as a financial technology

and payment service provider. The Defendant is licensed by the Bank of Ghana pursuant to the Payment Systems and Services Act, 2019 (Act 987) to provide payment processing and USSD-based mobile payment services.

4. The Defendant maintains a place of business at Hubtel Kumasi Office Address, Kumasi, in the Ashanti Region of Ghana, at which address it may be served with processes in these proceedings.
5. In or around January 2026, the Plaintiff, through his campaign team for the General Secretary position of the New Patriotic Party, engaged the Defendant to provide a USSD-based payment collection platform for the purpose of receiving donations from supporters of the Plaintiff's campaign. The engagement was effected through a series of communications between the Plaintiff and the Defendant's officers, including but not limited to Ms. Benedicta (Account Officer) and Mr. Makafui (API Integration Officer), via WhatsApp communications and the Defendant's online back-office portal. The Plaintiff will rely on these communications at trial.
6. Pursuant to the said engagement, the Defendant assigned to the Plaintiff the USSD shortcode *713*2028# (hereinafter referred to as "the Campaign Shortcode") for use as the Plaintiff's campaign donation portal. The Campaign Shortcode was duly configured by the Plaintiff's developer in accordance with the Defendant's technical requirements and was published on the Plaintiff's campaign website at www.drdwamenaelections.org. The Plaintiff further invested time, effort, and resources in developing a structured donation portal with multiple payment categories and tiers accessible through the Campaign Shortcode.
7. In or around February 2026, the Defendant formally onboarded the Plaintiff's developer through a dedicated WhatsApp technical support group designated "Hubtel Support / Dr. Charles acc...", comprising the Defendant's officers Ms. Benedicta and Mr. Makafui. The Defendant confirmed to the Plaintiff in writing that the developer had been added to the system with developer access privileges, and the Defendant's officer Mr. Makafui issued a formal API integration onboarding communication to the Plaintiff's team setting out the integration timeline, obligations, and requirements.
8. Plaintiff says that by virtue of the aforesaid engagement, the Defendant owed the Plaintiff the following express and/or implied contractual duties:
 - a. To maintain and operate the Campaign Shortcode *713*2028# in accordance with the terms of the engagement;

- b. To refrain from activating any shortcode bearing the Plaintiff's personal name without the Plaintiff's knowledge, consent, and authorisation;
 - c. To refrain from linking the Campaign Shortcode to any other shortcode without the Plaintiff's knowledge, consent, and authorisation;
 - d. To refrain from deactivating the Campaign Shortcode without the Plaintiff's knowledge, consent, and authorisation;
 - e. To act in the best interests of the Plaintiff as its contracting client in the management of the Campaign Shortcode; and
 - f. To maintain and operate its payment services in compliance with its obligations as a licensed payment service provider under the Payment Systems and Services Act, 2019 (Act 987).
9. Concurrently with its engagement with the Plaintiff, the Defendant was engaged by the New Patriotic Party of Ghana as a financial technology aggregator for the collection of NPP membership dues through a separate, officially approved shortcode *920*270#.
10. Plaintiff says that the NPP National Council had on 20th July 2023 formally approved *920*270# as the party's official dues collection shortcode. A joint integration platform designated the "Hubtel/NPP Integration Platform" existed on which officers of both the Defendant and NPP Headquarters participated, including the Defendant's officers Ms. Benedicta and Mr. Makafui.
11. Plaintiff says that on or about 21st April 2026, one Stephen Forson, the Deputy Director of Information Technology at NPP Headquarters, posted a request on the Hubtel/NPP Integration Platform directed to the Defendant's officers Ms. Benedicta and Mr. Makafui, requesting the activation of the USSD shortcode *714*2028# (hereinafter referred to as "the Unauthorised Shortcode").
12. The said request read: "@Hubtel. Benedicta and @~ Makafui can you activate the USSD service for *714*2028#."
13. The Plaintiff, who was present on the Hubtel/NPP Integration Platform and observed the said request, immediately raised an express, unambiguous, and documented written objection at approximately 4:23 PM on 21st April 2026.

14. The Plaintiff's objection was in the following terms: "Forson, the USSD *713*2028# is already assigned the Dr Dwamena Campaign. Activating *714*2028# will result in confusion. Let's maintain the *920*270#." The Defendant's officers, Ms. Benedicta and Mr. Makafui, were present on the said platform and are to be taken to have received, read, and been put on notice of the Plaintiff's objection.
15. Notwithstanding the Plaintiff's express, documented, and unambiguous objection, the Defendant, acting through its officers Ms. Benedicta and Mr. Makafui, proceeded to activate the Unauthorised Shortcode *714*2028# at the request of a third party, namely NPP Headquarters IT officers, in direct contravention of the Plaintiff's objection and in breach of the Defendant's contractual and tortious duties to the Plaintiff. The Plaintiff avers that by so doing, the Defendant preferred the instructions of a third party over the documented and express instructions of its own contracting client.
16. Plaintiff says that in addition to activating the Unauthorised Shortcode, the Defendant caused or permitted the Unauthorised Shortcode *714*2028# to be technically linked to the Plaintiff's Campaign Shortcode *713*2028# in such a manner that any payment processed through the Unauthorised Shortcode displayed the Plaintiff's personal name – Dr. Charles Dwamena – as the designated payee and beneficiary.
17. This linkage was effected without the Plaintiff's knowledge, consent, or authorisation, and constituted a fundamental and inexcusable breach of the Defendant's duty to the Plaintiff. The Plaintiff will rely at trial on the following documentary evidence of the said linkage:
- a. A USSD screen prompt displaying the text: "Enter Amount to pay to Dr Charles Dwamena";
 - b. A USSD confirmation screen displaying: "MOHAMMED HARUNA, You are about to pay GHS 5.10 to DR CHARLES DWAMENA. 1. Confirm 2. Add Reference"; and
 - c. A completed mobile money transaction receipt referencing: "Payment for GHS5.10 to Bills.INV... for Dr Charles Dwamena Service. Transaction Id: 79792686542."
18. Further and in addition to the foregoing, the Defendant deactivated the Plaintiff's Campaign Shortcode *713*2028# without the Plaintiff's knowledge, consent, instruction, or authorisation, thereby unilaterally terminating the

Plaintiff's access to and use of the Campaign Shortcode for which he had contracted and in which he had invested significant resources.

19. The Plaintiff avers that the deactivation of the Campaign Shortcode was done at the behest of third parties and in breach of the Defendant's contractual obligations to the Plaintiff.

20. The Plaintiff will aver and contend at trial that the Defendant's acts and omissions as pleaded herein were negligent in that the Defendant, as a licensed payment service provider, owed the Plaintiff a duty of care in the management of his contracted payment infrastructure, and breached that duty in the following particulars:

- a. Activating a USSD shortcode displaying a named individual's identity as payee without that individual's knowledge, consent, or authorisation;
- b. Failing to implement adequate authorisation and verification protocols to prevent the activation of a shortcode bearing a named individual's identity without that individual's consent;
- c. Failing to give effect to the Plaintiff's express documented objection before proceeding with the activation of the Unauthorised Shortcode;
- d. Creating a conflict of interest by simultaneously managing payment infrastructure for the Plaintiff and for third-party NPP Headquarters IT officers whose instructions were contrary to the Plaintiff's express objection; and
- e. Deactivating the Plaintiff's contracted Campaign Shortcode without lawful basis or the Plaintiff's consent.

21. As a direct and foreseeable consequence of the Defendant's breaches of contract and negligence as pleaded herein, the Plaintiff has suffered and continues to suffer the following damage and loss:

- a. **REPUTATIONAL HARM:** The activation of the Unauthorised Shortcode *714*2028# bearing the Plaintiff's personal name, combined with the simultaneous promotion of that shortcode as an alternative NPP dues collection mechanism, enabled and facilitated a coordinated campaign of false and defamatory publications against the Plaintiff. These publications, which were circulated on the official NPP National Officers' WhatsApp platform, the official NPP National Executive

Committee WhatsApp platform, and on social media platforms including Facebook, falsely portrayed the Plaintiff as a person engaged in the fraudulent diversion of NPP party membership dues into his personal account. The Plaintiff's reputation, public standing, professional integrity, and political viability as a candidate for the position of General Secretary of the NPP have been severely damaged.

- b. **LOSS OF CAMPAIGN DONATIONS:** The unlawful deactivation of the Campaign Shortcode *713*2028# deprived the Plaintiff of a functioning donations collection platform during a critical period of his campaign for the position of General Secretary. The Plaintiff had invested significant time and resources in developing and integrating the Campaign Shortcode, and the total donations that would have been received but for the deactivation constitute a quantifiable loss. The Plaintiff will provide particulars of the same during trial.
- c. **POLITICAL AND PROFESSIONAL DAMAGE:** The Plaintiff is a candidate in the NPP National Executives Elections slated for September 18-20, 2026, and is seeking election to the position of General Secretary of the New Patriotic Party. The defamatory publications enabled by the Defendant's conduct have caused damage to his standing with the NPP membership and electorate at a critical stage of his campaign, the full extent of which damage cannot yet be finally quantified.

22. The Plaintiff further avers that the Defendant's conduct as pleaded herein was reckless, high-handed, and in complete disregard of the Plaintiff's rights and interests, and warrants an award of exemplary damages.

23. The Plaintiff specifically avers that the Defendant, having been put on express written notice by the Plaintiff of the conflict between the Unauthorised Shortcode and the Campaign Shortcode, and having been expressly directed by the Plaintiff not to proceed with the activation, nonetheless activated the Unauthorised Shortcode in a manner that directly caused the Plaintiff grave harm. Such conduct by a licensed financial technology provider operating under regulatory supervision is deserving of condemnation and deterrence by an award of exemplary damages.

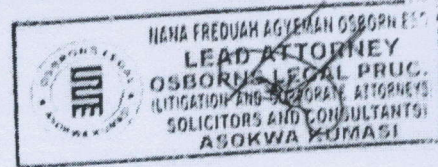
24. WHEREFORE the Plaintiff claims against the Defendant:

- A. A DECLARATION that a valid and binding contract subsisted between the Plaintiff and the Defendant for the provision, configuration, and

operation of the USSD Campaign Shortcode *713*2028#, which shortcode was assigned to and belonged exclusively to the Plaintiff and his campaign for General Secretary of the New Patriotic Party.

- B. A DECLARATION that the Defendant's activation of the Unauthorised Shortcode *714*2028# bearing the Plaintiff's personal name, without the Plaintiff's knowledge, consent, or authorisation and in disregard of the Plaintiff's express documented objection, and the Defendant's linkage of the said Unauthorised Shortcode to the Plaintiff's Campaign Shortcode *713*2028#, were wrongful, unlawful, and constituted a breach of the Defendant's contractual and tortious duties to the Plaintiff.
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- D. A mandatory injunction compelling the Defendant forthwith to reinstate the Plaintiff's Campaign Shortcode *713*2028# and to permanently deactivate the Unauthorised Shortcode *714*2028#.
- E. An order for a full and verified account of all transactions processed through the Unauthorised Shortcode *714*2028# from the date of its activation to the date of judgment, and payment over to the Plaintiff of all sums found due upon such accounting.
- F. General damages in the sum of FIVE MILLION GHANA CEDIS (GH¢5,000,000.00) for breach of contract and negligence.
- G. Exemplary damages for the reckless and high-handed conduct of the Defendant in activating the Unauthorised Shortcode in defiance of the Plaintiff's express documented objection.
- H. Special damages representing the Plaintiff's loss of campaign donations and consequential losses occasioned by the unlawful deactivation of the Campaign Shortcode *713*2028#, particulars to be provided at trial.
- I. Interest on all monetary awards at the prevailing Bank of Ghana rate from the date of filing to the date of final payment; and
- J. Costs of this action, including solicitor's costs.

DATED AT OSBORN LEGAL PRUC, ASKOWA-KUMASI THIS 15th DAY OF
JUNE, 2026



.....
NANA FREDUAH AGYEMAN OSBORN ESQ.
SOLICITOR FOR THE PLAINTIFF
SOLICITOR'S LICENSE NO: eASH/04004/26
CHAMBER REG. NO: ePP/10524/25

THE REGISTRAR
HIGH COURT
COMMERCIAL DIVISION
KUMASI-ASHANTI

AND COPY FOR SERVICE ON THE DEFENDANT HEREIN