

GJ5

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

31/6/25
11:45

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:

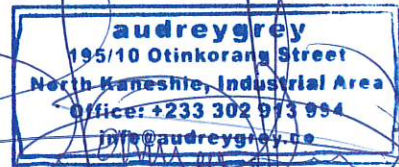
- 1) The 1st Plaintiff is the sole shareholder of the 2nd Plaintiff.
- 2) The 1st Plaintiff is the brother of the President of the Republic of Ghana.
- 3) By virtue of the 1st Plaintiff's association with the President of the Republic of Ghana, the 1st Plaintiff is a politically exposed person.

- 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 Abosso 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 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.
- 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 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 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



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.