



REPUBLIC OF GHANA

WRIT ISSUED FROM

Accra, 25-03-

2026

GJ/0546/2026

No.....

**IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
GENERAL JURISDICTION
ACCRA A. D. 2026**

BETWEEN

LIGHTWAVE EHEALTH CARE SOLUTIONS LTD
MOVENPICK INDEPENDENCE AVENUE
3RD FLOOR
ACCRA

PLAINTIFF

VRS

KWABENA MINTAH AKANDOH
PARLIAMENT HOUSE
STATE HOUSE
EAST RIDGE
ACCRA

DEFENDANT



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

LIGHTWAVE EHEALTH CARE SOLUTIONS LIMITED

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.

KWABENA MINTAH AKANDOH

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

Chief Justice of Ghana, the 25th day of March 2026

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 last renewal

The defendant may appear hereto entering appearance either personally or by solicitor, at the Registry of the Court of issue of the Writ at A defendant appearing personally may, if he desires enter his appearance by post and the appropriate forms may be obtained from the registrar after paying the appropriate fees.

STATEMENT OF CLAIM

WHEREFORE the Plaintiff claims as against the Defendant the following:

- (i) *A Declaration that the Statements made by the Defendant against the business Operations of the Plaintiff Company were malicious falsehoods with no element of truth whatsoever and were made to impugn the business operations of Plaintiff Company thereby affecting the economic fortunes of Plaintiff Company and or its affiliates.*
- (ii) *An Order directed at the Defendant to retract and issue a Public Apology to the Plaintiff Company within terms to be approved by the Court in respect of all Statements made against the Plaintiff Company that has no truth whatsoever in them and which were churned to impugn the Business operations of Plaintiff.*
- (iii) *Damages in the form of Compensation to be determined by the Court for economic losses that has occasioned the Plaintiff Company from the Defendant's falsehoods and or statements.*
- (iv) *General Damages to be determined by the Court as and when it deems fit inclusive of Cost of this Suit as well as incidental legal fees being incurred.*
- (v) *Any further Relief or Reliefs as this Honourable Court may deem fit to make in the circumstance.*

This Writ was issued by
Whose address for service is

Agent for:
Lawyer for the Plaintiff

Who resides at

EDDIE YAO HARVEY ESQ.
LORD & LORDS LEGAL PRACTICE, HOUSE NUMBER 18,
TRESER STREET, GBAWE-TELECOM, ACCRA
LIGHTWAVE EHEALTH CARE SOLUTIONS LTD
EDDIE YAO HARVEY ESQ,
LIC No. eGAR 01349/26
OFF. TIN No. C0005706777
BP No. 3000001852
ACCRA



Endorsement to be made within 3 days after service

This Writ was served at _____ on the defendant on the _____ day of _____, 2025.

Indorsed the _____ day of 20

Signed Address.....

Note: Any defence or other pleadings should be filed in the Court in which you have entered an appearance any other communication should be sent to _____ if in doubt as to where you should send any document in relation to the case the Registrar at the court where you entered an appearance will tell you where you should sent it.

(Ordinary Writ of Summons Civil Form 1, App. A part 1)

Filed on 25-03-2026
at 10:25 am/pm
Registrar

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
GENERAL JURISDICTION
ACCRA-A.D. 2026

SUIT NUMBER:

LIGHTWAVE EHEALTH CARE SOLUTIONS LTD
MOVENPICK INDEPENDENCE AVENUE
3RD FLOOR
ACCRA.

PLAINTIFF

VRS.

KWABENA MINTAH AKANDOH
PARLIAMENT HOUSE
STATE HOUSE
EAST RIDGE
ACCRA.

DEFENDANT

(Plaintiff to direct service)

STATEMENT OF CLAIM

1. The Plaintiff is a company duly incorporated under the laws of the Republic of Ghana and engaged in the design, deployment, and operation of electronic healthcare systems and digital health infrastructure within Ghana and internationally through affiliated entities which it has relationships with.
2. The Plaintiff avers that it enjoys goodwill, reputation, and commercial standing both within and outside the Republic of Ghana and is entitled under Ghanaian law to protection against defamation, malicious falsehood, and unlawful injury to its business reputation in accordance with relevant law.
3. It is the case of the Plaintiff that its operations in Ghana are commercially and reputationally, linked to its Parent Company incorporated in the United States of America, such that defamatory statements made against the Plaintiff foreseeably injure its affiliates and international business interests.

4. The Defendant herein, is a Member of Parliament of the Republic of Ghana and at all material times relevant to this action was the Minister-Designate for Health and subsequently is the Minister for Health of the Republic of Ghana.
5. By virtue of his public office, the Defendant exercises authority, influence, and public trust over matters relating to healthcare policy, healthcare delivery systems, and government health sector contracts.
6. It is the case of the Plaintiff that in or about the Year 2019, it entered into a written contract with the Ministry of Health of the Republic of Ghana, being Contract No. MOH/E-HEALTH/PHS2/2019, for the provision of designated electronic healthcare and medical record services as set out in the aforesaid Contract.
7. It is again the case of the Plaintiff that in or about the Year 2016, its Parent Company lawfully incorporated in the United States of America entered into a written contract with the same Ministry of Health of the Republic of Ghana, being Contract No. MOH/E-HEALTH/NHIA/2016/01 for similar electronic healthcare services delivery and that same was duly and fully performed on or about the Year 2017.
8. Plaintiff avers that the successful performance and execution of Contract No. MOH/E-HEALTH/NHIA/2016/01 formed the basis upon which the Ministry of Health of the Republic of Ghana entered into Contract No. MOH/E-HEALTH/PHS2/2019 with the Plaintiff more so as the lawful assigns who carried out Contract No. MOH/E-HEALTH/NHIA/2016/01 are the same lawful assigns who carried out Contract No. MOH/E-HEALTH/PHS2/2019.
9. Plaintiff avers further that Contract No. MOH/E-HEALTH/PHS2/2019 came to an end on or about December 2024 and at the time of the expiration of the aforesaid Contract, the Defendant herein, had not yet assumed Office as the Minister for Health for the Republic of Ghana
10. Plaintiff says that following the expiration of Contract No. MOH/E-HEALTH/PHS2/2019, and in the absence of any subsisting contract, the Defendant, who at the material time was acting as a Minister for Health of the Republic of Ghana, induced and prevailed upon the Plaintiff to continue providing critical electronic healthcare services to the aforesaid Ministry of

Health and which the Plaintiff in good faith continued to provide without compliant for well over eight months and has not been paid to date.

15. Plaintiff says further that on or about 2nd day of September 2025 and at a time when there was no existing contract relationship between Plaintiff and the Ministry of Health which was being headed to by Defendant, the Defendant requested the Plaintiff as a Company, to attend a meeting ostensibly convened for the purpose of resolving ongoing contractual and payment issues in respect of services provided at a time when there was no contract between the parties.
16. Plaintiff again states further out of respect to its former business partner being the Ministry of Health which at the material time was headed by the Defendant, it attended that aforesaid meeting which was called at the instance of Defendant and at a time when there was no contract between the parties.
17. Plaintiff avers that that aforesaid meeting called by the Defendant in his capacity as the Minister of Health, was contentious, unproductive and no Resolution was reached in respect of all matters.
18. Plaintiff avers further that following the said meeting, the Defendant embarked upon a series of public statements, including media interviews, parliamentary remarks, and public engagements, in which he published and or caused to be published false and defamatory statements concerning the Plaintiff and or its lawful assigns.
19. Plaintiff again avers that the interviews and public engagements embarked upon by the Defendant sought to impugned falsehoods and alleged criminality to Plaintiff and it's lawful assigns and sought to create the false impression that the Plaintiff Company had cheated and or short changed the people of the Republic of Ghana in respect of works carried out by Plaintiff pursuant to the aforesaid Contract No. **MOH/E-HEALTH/PHS2/2019**.
20. It is the case of the Plaintiff that on or about October and November 2025, the Defendant in his bid and or attempt to discredit the works of the Plaintiff Company and to discredit it's operations alleged *inter alia* that:

*(i)The Plaintiff Company had misrepresented the number of healthcare facilities implemented under Contract No. **MOH/E-HEALTH/PHS2/2019** and that Plaintiff has been paid more than the actual works carried out by Plaintiff in the course of the aforesaid Contract.*

(ii) Electronic medical records of Ghanaian citizens here in the Republic of Ghana, were being hosted and controlled by an entity in India rather than by the Government of Ghana.

(iii) The Plaintiff Company fraudulently billed and received an amount of \$11 Million United States Dollars in or about the Year 2024 and further that the Plaintiff Company had received payment from the Government of Ghana for approximately One Hundred and Fifty-Seven working Sites when in reality, the Plaintiff had only delivered a total of Seven working Sites.

(iv) The Defendant again went on 'Onua' Television which is a media house here in Ghana on a Morning Program known as 'Maakye' which is hosted by a popular Media Journalist known as 'Captain Smart' and intimated that the Plaintiff Company whom he made mentioned of, had been paid a total amount of Seventy-Seven Million United States Dollars out of a total Contract sum of One hundred Million United States for works carried out without any monitoring and or evaluation.

(v) The Defendant had also indicated on that same platform being the aforesaid program at 'Onua' Television that Plaintiff Company had only carried out works on 450 Health facilities instead of the 950 facilities and claimed among others that Plaintiff software being the Light wave Health Information Management System (LHIMS) which was deployed pursuant to the terms and conditions of Contract Number: MOH/E-HEALTH/PHS2/2019 was not working throughout Ghana for which Defendant claimed Plaintiff underperformed and showed bad faith to the people of Ghana.

21. Plaintiff avers that all the statements made above by the Defendant were false, misleading and churned out to create disaffection with Plaintiff operations here in the Republic of Ghana for which an Audit exercise will have shown the falsehoods in same and there will have been no basis for the Defendant to make those Statements .
22. It is the case of the Plaintiff that all facilities worked on by the Plaintiff Company under Contract No. MOH/E-HEALTH/PHS2/2019 aforesaid were properly documented, verified, and acknowledged through Ministry of Health validation processes for which a cursory ascertainment of same by the Defendant will not have led him to be making the falsehoods more so as he

was at the material in time, in charge of the Ministry of Health of the Republic of Ghana.

23. It is again the case of the Plaintiff that at no material time were any electronic medical records of citizens of Ghana hosted anywhere outside the Republic of Ghana or India specifically pursuant to the execution of Contract No. MOH/E-HEALTH/PHS2/2019 between Plaintiff and the Ministry of Health of the Republic of Ghana and that the Plaintiff Company did not received an amount of \$11 Million United States Dollars in or about the Year 2024 as was being contended by the Defendant in his public engagements.
24. Plaintiff again states that all invoices for payments submitted by the Plaintiff were processed strictly in accordance with established Ministry of Health and Ministry of Finance procedures, including validation of facilities delivered and that no such payment was requested or received by the Plaintiff in the Year 2024, a fact verifiable through Ministry of Health own records, the Ministry of Finance or the Plaintiff's audited business accounts.
25. Plaintiff avers that the Defendant herein made the aforesaid statements recklessly, without verification, and should have been wary of information churned out within the public space mindful of the fact that he occupied an important position and has access to accurate information within the Ministry of Health for which his statutory responsibility to act fairly, responsibly, and in good faith should have come to play in the discharge of his duties.
26. It is the case of the Plaintiff that these personal statements made at various times by the Defendant injuriously caused damage to Plaintiff business operations not only here in Ghana but in particular the United States where the Plaintiff Company lost Contracts arising out of the Defendant's falsehoods bearing in mind the fact that the World is presently a global platform where news and in particular false news travels faster.
27. Plaintiff avers that the Defendant's aforesaid erroneous statements made in his public engagements, were made maliciously and or with reckless disregard for the truth and made with the intent to injure Plaintiff's reputation and business operations and was widely disseminated through traditional and digital media platforms within and outside the Republic of Ghana and ended up affecting Plaintiff reputation not only here in Ghana but that of its Parent Company incorporated in the United States of America.

28. Plaintiff avers that as a direct and proximate consequence of the Defendant's reckless statements and made with disregard for truth, it suffered substantial damage to its commercial reputation and goodwill.
29. Plaintiff avers further that prior to the Defendant's statements, the Plaintiff Company based here in the Republic of Ghana and its Parent Company in the United States of America, were engaged in advanced discussions with the World Bank for a proposed electronic healthcare partnership valued at approximately Fifty Million United States Dollars (US\$50,000,000).
30. The Plaintiff says that the Defendant's statements caused the suspension of the said proposed partnership, resulting in substantial financial losses to Plaintiff as well as its Parent Company owing to negative reportage leading to the World Bank suspending the aforesaid proposed partnership to the detriment of Plaintiff business operations.
31. Plaintiff states that the false impressions created by Defendant publicly about the operations of the Plaintiff Company sought to portray Plaintiff as well as all its affiliates as unreliable business partners and same has been injurious to the business operations of Plaintiff not only here in Ghana but the world over more so as the utterances of the Defendant have been reported on various news portals to the detriment of Plaintiff commercial reputation and business operations.
32. Plaintiff states further that if the Defendant had carried out a thorough appraisal of the terms of the Contract entered into between Plaintiff and the Ministry of Health being the aforesaid Contract No. MOH/E-HEALTH/PHS2/2019, he would have come to the realization that the statements he made at various platforms/ public engagements, were at best false for which Defendants owes the Plaintiff Company an apology among others.
33. **WHEREFORE** the Plaintiff claims as against the Defendant the following:
- (i) A Declaration that the Statements made by the Defendant against the business Operations of the Plaintiff Company were malicious falsehoods with no element of truth whatsoever and were made to impugn the business operations of Plaintiff Company thereby affecting the economic fortunes of Plaintiff Company and or its affiliates.

(ii) An Order directed at the Defendant to retract and issue a Public Apology to the Plaintiff Company within terms to be approved by the Court in respect of all Statements made against the Plaintiff Company that has no truth whatsoever in them and which were churned to impugn the Business operations of Plaintiff.

(iii) Damages in the form of Compensation to be determined by the Court for economic losses that has occasioned the Plaintiff Company from the Defendant's falsehoods and or statements.

(iv) General Damages to be determined by the Court as and when it deems fit inclusive of Cost of this Suit as well as incidental legal fees being incurred.

(v) Any further Relief or Reliefs as this Honourable Court may deem fit to make in the circumstance.

DATED AT LORD & LORDS LEGAL PRACTICE OF HOUSE NUMBER 18
TRESSER STREET GBAWE TELECOM, GBAWE 16TH DAY OF MARCH 2026.

EDDIE YAO HARRISON ESQ.
LORD & LORDS LEGAL PRACTICE
HOUSE 18 TRESSER ST. GBAWE
ACCRA
MOB: 024 473 2222

PLFF SOLICITORS.

THE REGISTRAR
HIGH COURT (GEN. JURISDICTION DIVISION)
ACCRA.

AND TO THE DEFENDANT UPON WHOM SERVICE SHALL BE EFFECTED.