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The Republic of Uganda

In the High Court of Uganda Holden at Soroti

Civil Suit No. 13 of 2012

Imodot Paphras Edimu Plaintiff

10

Versus

Soroti Municipal Council and 35 Others Defendants

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Before: Hon. Justice Dr Henry Peter Adonyo

Judgement

1. Introduction:

Papa Imodot Paphras Edimu who is the plaintiff in this case sued Soroti Municipal Council and 35 Others who are the defendants herein, jointly and severally, for several declaratory orders which are that;

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- a) A declaration that the plaintiff is entitled to compensation at the current market value for over 115 acres of land unlawfully taken by the defendants in totality without value for the suit land illegally acquired.



- 5 b) A declaration that the defendants, all squatters, trespassers, allocatees, IDPs numbering over 3000, or any person vacate the plaintiff's land.
- c) A declaration that the plaintiff is entitled to interest at the commercial rate of 30% of the land value from 2004 to date from the 1st, 2nd and 3rd defendants.
- 10 d) A declaration that the acquisition of the plaintiff's land without compensation violates his rights to property.
- e) An order of compensation for the plaintiff's 105 cashew nut trees and 96 mango trees, as their current market value stands at 2,196,000,000/=.
- 15 f) An order of compensation for the plaintiff's 115 hectares of land at the current market value.
- g) An order of eviction of all the occupants of the plaintiff's land.
- h) An order of a permanent injunction restraining all the defendants and others from trespassing on the plaintiff's land.
- i) Special damages for loss of profit and expected earnings amounting to 20 569,000,000.
- j) General damages
- k) Costs of the suit.

2. The Plaintiff's case:

25 Papa Imodot Paphras Edimu's case against the defendants is that he is the rightful owner of a piece of land situated at Kichinjaji which is in Soroti Municipality (Now Soroti City).

5 Papa Imodot Paphras Edimu contends that he lawfully acquired the suit land partly in 1969 from one Abraham Mutaliya and then later in 1988 from the son of the late Abraham Mutaliya, a one Asuman Mutaliya through purchase.

Papa Imodot Paphras Edimu states that he initially allowed the 4th – 36th defendants and other internally displaced persons (IDPs) who numbered over Three Thousand
10 (3,000) to settle on the said land temporarily as licensees during the Karimojong cattle raids and the insurgency in the Teso sub-region during the of 1998-1996 when they had nowhere to go.

That after the insurgency, the 4th – 36th defendants and other IDPs were supposed to return to their places of origin because peace had returned to their areas but they
15 forcibly stayed on the suit land.

That in 2004, he sought the help of the office of the Resident District Commissioner (RDC) to ask 4th - 36th defendants and the other IDPs to leave his land because they had become trespassers but the 1st, 2nd and 3rd defendants decided to forcefully take over his and even went ahead to allocate it and giving titles to the 4th – 36th
20 defendants, various persons including the Forest department and other IDPs without his consent and compensation.

Papa Paprus Imodot Edimu asserts that by the action of 1st, 2nd and 3rd defendants he was illegally deprived of his land and measuring approximately 115 hectares without compensation from the 1st, 2nd and 3rd defendants.

25 That despite his demand for compensation and warnings against trespass, the defendants neglected and/or failed to make the compensatory payments and had even turned hostile to him.



5 Papa Paprus Imodot Edimu further states that his cashew nuts and mango trees were taken over and cut down by the defendant's agents and/or assignees, causing him to incur great losses.

As a result of the action of the defendants, Papa Paprus Imodot Edimu seeks remedies indicated in his plaint against the defendants.

10 3. The Defendants' case:

Soroti Municipal Council and 35 Others who are the defendants in this suit denied Papa Imodot Paprus Edimu's claim and contended that Papa Imodot Paprus Edimu had no claim against them.

a) The 1st and 2nd defendants' case:

15 The case of the 1st and 2nd defendants is that the land at Kichinjaji, Soroti Municipality does not belong to Papa Imodot Paprus Edimu as alleged and that there was no illegal occupation existing on the suit land and that the plaintiff owned no mango and cashew trees at all in the suit land.

b) Soroti District Land Board's (The 3rd defendant's) case:

20 The case of the 3rd defendant is case all the actions it undertook on the suit land are lawful.

c) The 4th to 36th defendants' case:

The case of the 4th to 36th defendants is that they hold the pieces of land they were occupying in their own rights and had never received any allocation from any

5 authority and that Papa Imodot Paprus Edimu had never at any occasion been their landlord.

4. Procedural:

a. Consent withdrawal against the 3rd defendant:

10 On 11th June 2019, by mutual consent of the parties herein which was then endorsed by the then Registrar of this court, the plaintiff consented to withdraw the instant suit against the 3rd defendant – Soroti District Land Board.

b. Disagreed facts:

15 While the parties agreed to other facts as contained in their Joint Scheduling Memorandum which was filed on 7th October 2019, they disagreed on the facts of *“whether the defendants’ unlawful compulsory acquisition of the plaintiff’s land without compensating him at market value amounted to a violation of the plaintiff’s constitutional rights to property.”*

5. Representation:

20 M/s Omongole & Co. Advocates represented the plaintiff, while the Attorney General’s Chambers – Soroti Regional Office represented the defendants.

6. Testimonies and Evidence:

In proof of his case, Papa Imodot Paprus Edimu led the evidence of following witnesses and adduced documentary evidence:

- 25 a. PW1- Imodot Paprus Edimu (the plaintiff);
b. PW2- Alaleit Hellen Susan, a daughter of the plaintiff;

- 5 c. PW3- Okiror Joshua;
 d. PW4- Samson Adakun;
 e. PW5- Abilu Joseph;
 f. PW6- Olengor Gerard and;
 g. PW7- Oboi Peter.

10 The 1st defendant led the evidence of (DW1) Otai Samuel Peace who is the Senior Physical Planner for Soroti City Council and (DW2) Rehema Nassolo Mariam, a Land Surveyor with Soroti City Council and also adduced documentary evidence.

The testimonies of the witnesses and the documents are considered in the resolution of this dispute.

15 7. Locus visit:

The *locus in quo* visit of the suit was conducted on 30th November 2023 after the plaintiff upon several contacts to him and his counsel on record declined to do so on the basis that on the date in question he was hospitalized though no evidence was produced to that effect. Even his counsel on record declined to participate in
20 the same though contacted leaving the locus in quo proceedings to be conducted only in the presence of counsel for the defendant and the representatives of the defendants.

The court was guided by counsel for the defendants and two surveyors. However, the size of the suit land could not be ascertained as it allegedly covered over four
25 cells within the city council of the Kichinjaji Usuk, Aliabu and Amuria cells.

5 The *locus in quo* found that Papa Imodot Paprus Edimu had no house on the suit land and that many other houses and even a public health centre fully occupy the suit land.

The plaintiff's wife attended the *locus in quo* proceedings but declined to sign, and it was observed that she did not even know the suit land at all.

10 It should be noted that locus in quo visit is not mandatory but nevertheless where a court decides that such a visit must occur then no party would have any excuse not to appear unless they fear contradicting already adduced in court or unless the circumstances at the locus does not favour them and they opt to stay away. In this case, the plaintiff and his counsel withdrew from participating in *locus in quo* despite
15 the various court interventions and scheduling, despite that unbecoming conduct the *locus in quo* visit was carried out and a report filed which has also been considered while determining the instant dispute.

8. Issues:

During the Joint Scheduling of this suit and from the Joint Scheduling Memorandum
20 filed in this court on 07th October 2019, four issues were formulated to resolve the dispute and these are;

- a) Whether the plaintiff has a cause of action against the defendants?
- b) Whether the suit land belongs to the plaintiff?
- c) Whether the defendants unlawfully/illegally acquired the land without
25 compensating the plaintiff?
- d) Whether the plaintiff is entitled to the reliefs sought?

5 9. Burden and Standard of Proof:

This is a civil suit and as such the plaintiff has the burden of proof to prove his case on a balance of probabilities as is provided for by Sections 101 and 102 of the Evidence Act, Cap 6.

10 Where the plaintiff leaves his case in equilibrium, the court is not entitled to incline the balance in his favour. The plaintiff must prove his case against the defendant to the required standard. See: ***Nsubuga vs Kawuma [1978] HCB 307*** and also the case of ***Erumiya Ebyetu v. Gusberito [1985] HCB 64***.

10. Submissions:

15 The parties herein were directed to file written submissions on 16/03/2023 but none did so for over a year now. Despite the parties' failure to file their final written submissions, this court thus proceeds to resolve the issues in dispute since submissions merely set out the parties' respective of own cases which do not bind the court decision or outcome of a suit.

11. Resolution of issues:

20 a) Whether the plaintiff has a cause of action against the defendants?

In a ruling delivered on 13th April 2021, the court resolved this issue in favour of the plaintiff, holding that the plaintiff had a cause of action against the defendants. Since the ruling was not only delivered in open court and distributed to the parties, it is available on the court record.

25 I have no reason to depart from my then ruling. Therefore, I will consider the first issue resolved in favour of the plaintiff.

5 b) Whether the suit land belongs to the plaintiff?

This is a question of who own the suit land. In ordinary parlance, ownership refers to the state or fact of possessing something or having control over it. It can refer to various contexts, such as owning property, shares in a company, intellectual property, or even personal belongings. Ownership grants rights and responsibilities,
10 and it often carries legal implications.

Merriam- Webster Dictionary defines ownership as the state, relation, or fact of being an owner. While Cambridge Dictionary defines it as the fact or the state of owning something.

The term ownership denotes a wide array of rights over property. Lexis Nexis
15 (<https://www.lexisnexis.co.uk/legal/glossary/ownership>), goes on to state that ownership appears to mean to have the widest set of rights over property and sometimes it is called “absolute ownership” including rights of exclusive enjoyment, of destruction, alteration and alienation, of maintaining and recovering possession of the property from all other persons.

20 That ownership of land differs from ownership over personal property or over goods in that the common law did not treat land as the subject of absolute ownership but only of tenure.

Also, that common law did not recognise the alternative that the ownership of goods could be split up into lesser successive interests or estates, or remainders or
25 reversions in chattels. See: Halsbury's Laws of England, 80 (5th), 812, 813.

5 Hon Justice Stephen Mubiru, in a decision that I associate myself with augments the above position, especially in relations to land as in the case of ***Odiya v Lukwiya & 3 Others (Civil Appeal No. 53 of 2018) [2019] UGHC 69*** he goes on to define

“Ownership of land is acquired by either; purchase, inheritance, gift, transmission by operation of law, prescription or adverse possession.

10 In the instant suit, the plaintiff claims ownership of the suit land. He does so as is seen from paragraph 6(a) of his plaint in which he asserts that he is the rightful owner of the land comprised of and situated at Kichinjaji in Soroti Municipality (hereinafter “the suit land”), which he states he purchased in 1969 partly from one Abraham Mutaliya and then later from the son of the late Abraham Mutaliya called
15 Asuman Mutaliya in 1988. The plaintiff testifying as PW1 told the court that he bought over 95 acres from Asuman Mutaliya in 1988 for which he paid shs 800,000 on 12.11.1988 and a sale agreement (PEx1) was executed to that effect.

The plaintiff’s assertion was, however, not corroborated by any independent evidence for none of the witnesses he called testified as to either whether Abraham
20 Mutaliya and then his son Asuman Mutaliya owned any part of the suit land.

Also the sale agreement (PEx1) which the plaintiff told the court that it was authored by one Okalebo Vincent Michael as the secretary was never brought in court to testify about it.

Further the perusal of the sale agreement (PEX1) shows that it only relates to the
25 plaintiff’s purchase part of the suit land from Asuman Mutaliya and no cogent evidence was produced any purchase from Abraham Mutaliya. Moreover, the said

5 Abraham Mutaliya was said to be either dead and that his son Asuman Mutaliya ran to Busoga with his current whereabouts unknown to the plaintiff.

Although Olengor Gerard (PW6) testified that the suit land was indeed in Kichinjaji ward, Soroti City, Usuk cell, Aliabu cell and Ramathan area in Soroti City, Soroti district and was about 95 acres, the said Olengor Gerald told court he was settled
10 on the suit land around 1987 or 1988 as an internally displaced person (IDP) by the plaintiff and that he witnessed the plaintiff's purchase of the suit land, he contradicted the plaintiff's evidence that the plaintiff first bought the land and then settled him on it as a displaced persons on the land. PW6 also told the court that the plaintiff had a structure on the land yet Alaleit Hellen Susan (PW2), a daughter to
15 the plaintiff denied that fact as she told the court that the plaintiff no structure on the suit land did not even stay in the same.

Alaleit Hellen Susan (PW2), however, confirmed the location of the suit land as being in Kichinjaji ward that it was not over 100 acres.

Adakun Samson (PW4) who testified that the plaintiff had been on the land since he
20 had seen him on it for over 40 years, that is, from 1983, he watered down his testimony when he said he saw the plaintiff on the suit land from 1973 when he was admitted in Elimu College in Senior One. He also did not confirm any act of acquisition of the suit land by the plaintiff of which Okiror Joshua (PW3) merely assumed that the suit land belonged to the plaintiff but did not know how the
25 acquired it or even its boundaries.

Abilu Joseph (PW5) on the other hand testified that when he got onto the land in 1990 as an internally displaced person from Kapelebyong, the plaintiff showed him

5 The plaintiff told court that he bought the land from two people, one Abraham Mutaliya in 1969 and one Asuman Mutaliya in 1988. He only produced in court a sales agreement (PEX1) by Asuman Mutaliya. He mentioned that Asuman got 20 acres from his father, Abraham Mutaliya but later clarified that he purchased the land at Shs 800,000 from one person Mutaliya Asuman and got 20 acres from
10 Abraham Mutaliya free of charge.

Apart from that contradictions which is a clear departure from the pleadings and is unacceptable, the plaintiff led no other witness apart from PW6 in support of his alleged ownership of the suit land. However, PW6's testimony was so contradictory and at variance with that of the plaintiff's pleadings and testimony that it can be
15 concluded to be a heap of concocted lies for while he told court he was called from the IDP camp to witness a sale agreement between the plaintiff and Asuman Mutaliya, he changes goal posts and states that actually the camp was established before the purchase of land yet the plaintiff testified to the fact of his first purchasing the suit land which had other inhabitants like Semei Kakungulu's people and that
20 later because of the insurgency he settled internally displaced people on the suit land which he had already purchased. If it is true that the plaintiff had already purchased the suit land before insurgency, then how was it possible for PW6 to then be called to witness a sale agreement between the plaintiff and Asuman Mutaliya yet he was then coming from an IDP established After the purchase of the land from
25 Mutaliya Asuman?

Form the testimony of PW6 one can safely conclude that his was a pack of lies with no value at all as it was even a clear contradiction top the testimony of the plaintiff himself.

5 More surprisingly all the other witnesses including PW2, PW3, PW4, and PW5 all had different years when they state they got to know the plaintiff was on the land either of them telling the court either that they were young when the sale happened or that it was the plaintiff who told them about the sale agreement (PEX1).

None of these witnesses testified regarding the vendors or the previous owners of
10 the suit land before the sale to the plaintiff except the plaintiff only which would have helped the court to supplement the plaintiff's claim of purchase of the suit land.

In land transactions, as was pointed by Byamugisha J (as she was) in her lead judgement, in the case of *Ojwang vs Wilson Bagonza CACA No. 25 of 2002*, the
15 learned judge was of the considered view that for one to claim an interest in land, the claim must be from someone with an interest.

In the instant matter, neither the plaintiff nor his witnesses testified as to the history of acquisition or ownership of the suit land in favour of the people the plaintiff contends to have bought from with PW7 surprisingly confessing to the fact of the
20 suit land belonging to Soroti Municipal Council which in 1991 he found was accommodating so many squatters including the plaintiff, clearly indicating that the plaintiff was not an owner of the suit land but a squatter like the other people PW7 found on the suit land who now want the court to believe that he previously bought the land but nay.

25 On the other hand, the defendant's evidence was chiefly that the first defendant was on 1st July 1962 as Soroti Town Council granted a statutory lease over the suit land for 200 years till 2162.

5 In addition, DW1 told the court that the suit land kept changing ownership from Town Council to Municipal Council to City Council, which is how the land falls under the city since 2022.

DW1 further asserted that before the enactment of the 1995 Constitution, the land was owned under Soroti Municipality and that upon promulgation of the
10 Constitution, the land was handed over to the District Land Board by Soroti District Local Government and then in 2022 Soroti District Land Board handed it over to Soroti City Council to which he tendered in court a Lease Certificate of title issued to Soroti Town Council on 1st July 1962 (DEX1). DW1 told the court that as the planning authority, Soroti Town Council and Soroti Municipal Council planned the land and
15 allocated plots for various land uses.

The defendant's witnesses adduced DEX1 which a certificate of title granted by the government of Uganda in 1962 to the 1st defendant.

The other defendants did not testify but, according to their pleadings, contended that they owned the land in their rights, which they did not however, adduce any
20 evidence to that effect. However, the defendant's witnesses led evidence to confirm allocations to some of the people who were on the suit land and the attendant compensations.

Noticeably, the defendant's witnesses testified that they did not know about the cancellation of the statutory leases, though it suffices for me to note and observe
25 that in consideration of the Constitution of the Republic of Uganda, 1995 and the Land Act, which commenced on 2nd July 1998, district land boards with attendant functions were created and established under Section 59(1)(a) of the Act to;

5 **Hold and allocate land in the district which is not owned by any person or authority.**

The long title of the Land Act, 1998, is;

An Act to provide for the tenure, ownership and management of land; to amend and consolidate the law relating to tenure, ownership and management of land; and to provide for other related or incidental matters.

10 This means that as per the Constitution of the Republic of Uganda, 1995, and the Land Act, 1998, land not owned by anyone reverted to the local governments again. Be that as it may, the ownership of the land or not by the Municipal Council is not what is in dispute but the plaintiff's claim of ownership, therefore my concentration is on the resolution of the plaintiff's claim, though I felt I needed to clarify that by
15 the promulgation of the Constitution, public land reverted to the government.

Be that as it may, evidence was led that contrary to the plaintiff's claim that he settled some internally displaced persons on the suit land because even his own witnesses testified that they were settled on the land by the Municipal Council, which later built roads and a health centre on the suit land.

20 Actually, one plaintiff witness vehemently denied the plaintiff having donated land for the establishment of the health centre.

From the foregoing, I find that the plaintiff seriously failed to discharge his burden to prove either through his witnesses and the exhibit (PEx1) that bought the suit land from Abraham Mutaliya and Asuman Mutaliya.

25 He also failed to prove the root of ownership of the suit land by Abraham Mutaliya even if he was to state that he purchased the same from Abraham Mutaliya in 1969



5 from Asuman Mutaliya before 1988 before his purchase. Bringing such evidence
would have bolstered his assertions but alas there is clear evidence that from 1962
the 1st defendant was the statutory owner of the suit land which would clearly mean
that Abraham Mutaliya was a squatter on the statutory lease and whatever the
plaintiff purchased remained in the realms of squatter ship, a temporary existence
10 until legalized upon proof of adverse possession.

The plaintiff and his witnesses contradicted the testimony of the plaintiff to the
extent that whereas PW1 told the court that relatives of Kakungulu had settled on
the land before he bought it and houses are indicated on the PEX2 - Sketch map, he
contradicted himself when he also told the court that the houses on the land
15 belonged to Asuman and Abraham.

PW1 testified that when he bought the land, it was in Soroti Municipal Council, and
he told the court that he had purchased it. PW1 testified that he settled the
internally displaced persons on the land, yet his witnesses, especially PW7, told the
court that they were settled by the municipal council.

20 PW2 told the court that when her father bought the land in 1988, she was not
present and that, at that time, she was very young and did not know who sold the
suit land to the plaintiff and that she had never seen the land sale agreement of her
father. She told the court that she was not there when boundaries were made, but
she only knew the size of the land where she used to cultivate. She did not know
25 when she cultivated the suit land. PW2 testified that the plaintiff does not have a
house on the land but that the ones destroyed by the municipal council were those
of the plaintiff but not on the suit land, but she emphasised that she used to cultivate
on the land. However, PW3 contradicted PW2's testimony regarding not staying on

5 the land when he testified that the plaintiff used to stay on the land together with his family and children. To bolster the contradiction, which left the court puzzled, PW3 informed the court that the plaintiff would be lying if he told the court that he never stayed on the land.

What is astounding from the evidence of the plaintiff's witnesses is that they
10 contradicted the plaintiff's dates of acquisition, or by the time they were on the land, the plaintiff had already acquired it and, hence, did not have knowledge of the plaintiff's acquisition.

Thus, some said 1996, others 1988 and the size of the land, with some saying 95 acres, others 150 acres; none was around according to the evidence when the
15 plaintiff was purchasing the land.

They also contradicted themselves when some told the court that the plaintiff had a house on the land, yet the plaintiff testified that he didn't, and some of his witnesses, like PW2, also testified that he didn't, and others told the court that the plaintiff would be lying if he said he had a house on the land.

20 As to the size of land, PW1 told the court that the land is 95 acres. PW2 only mentioned that she knows the land they used to cultivate, which is 100 acres, but did not know the boundaries of the suit land, PW7 told the court that the size of the land is about 20 acres while PW6 told the court that the land is about 95 acres.

As regards the structures on the land PW6 testified that the plaintiff had grass-
25 thatched houses while PW7 testified that the plaintiff had never put any structures on the suit land.

5 From all the above, I find that there are major contradictions and inconsistencies in
regard to the testimonies brought in support of the plaintiff's case and as was held
in the case of *Alfred Tajar versus Uganda EACA CR. AP. No. 167 of 1969*, major
inconsistencies in the evidence of the witness would lead to the rejection of his/her
evidence, though minor inconsistencies will not have the same result unless they
10 point to deliberate falsehoods.

This is in addition to the fact nothing from the plaintiff's testimony was even
confirmed at locus as regards to the size of the suit land the presence of any house/
structure owned by the plaintiff though several other houses and even a public
health centre fully occupy the land.

15 To that end, and considering the highlighted inconsistencies and contradictions in
the plaintiff's adduced evidence which contradict his claim of ownership, I find that
those evident contradictions and inconsistencies are so major as they go to the root
of his claim of ownership to such a large extent that I can only come to one
conclusion which rejecting his evidence with the result that I would conclude that
20 the plaintiff has failed to prove on a balance of probabilities that he owns the suit
land. This ground similarly fails.

c) Whether the defendants unlawfully/illegally acquired the land without
compensating the plaintiff?

PW1 told the court that as Chairperson RCII, during the Karimojong insurgency, he
25 welcomed the defendants onto the suit land, which was divided into Usuk, Amuria,
and Pader camps. That those people refused to leave the land when the insurgency
ended, and the Municipal Council started planning for the land even when he was

5 still a councilor. He told the court that some people he settled on the land were still there.

PW1 further told the court that he applied for the land to be surveyed, but it was never surveyed. He stated further that he wrote a letter to the Town Clerk on 14/06/1990 to that effect but never got a reply leaving him to write to the RDC
10 complaining about the same only to be referred to the Chairman of the District Land Board who also did not help. When he went back to the RDC, the RDC then advised PW1 to file the matter in court, which he did through Mungao and Company Advocates in 2012.

The plaintiff's complaint to the RDC in a letter dated 16th August 2004 relates to his
15 stating that the defendants' trespass on the suit land.

PW1 told the court he wanted his land from the Municipal Council as he lost a lot of money. He confirmed that at the time of his alleged acquisition of the suit land which was within Soroti Municipal Council that he was aware that land within the territory of Soroti Municipal Council would be allocated and leased out by the Municipality
20 but went on to add that he did not get any compensation from his land when the municipality proceeded by force to demarcate his land and other people started building permanent houses on it.

He further claimed t that by the time he bought the suit land there were mangoes, cashew nut and eucalyptus trees, and three graves but no buildings and that later
25 on a school, health centre III (Kichinjaji Takhan Road), permanent houses, roads, semi-permanent buildings and about 50 graves of IDPs which he accepted to be placed on the land were placed.

5 However, most of what PW1 told court was confirmed by the court during locus in quo visit like the alleged 50 graves except for planned houses and a public health centre.

As regards the dispute, PW2 corroborated PW1's claim that the municipal council brought people on the land who built buildings, roads, and churches, although she
10 told the court that she did not have copies of the municipal land allocations. She contradicted that she does not know to whom the municipal granted land but that she sees people on the land whom the plaintiff tried to evict but failed.

PW3 testified that when he returned to the area and was elected Chairperson LC III Northern Division of Soroti Municipal Council, the plaintiff was still on the land, but
15 he was surprised that Soroti Municipal Council had trespassed on it.

PW3 testified that the defendant demarcated the plaintiff's land into plots, and after the 1985 planning, the defendant allocated some plots for people on the same land. PW5—Abilu Joseph corroborated the plaintiff's dispute with the defendants on the suit land; he told the court that in 1996, Mr Papras Edimu Imodot approached him
20 as the LC I Chairperson of East Cell Kichinjaji, Soroti East, Soroti City, then Soroti Municipality, with a complaint of people encroaching on his land and destroying his crops on the suit land.

PW5 told the court that he immediately engaged Ochan Boniface - one of the encroachers who did not listen and refused to appear before him. PW5 told the
25 court that he forwarded the plaintiff to LC III Chairperson – Mr. Okiror Joseph. PW5 told the court that they got onto the land after the plaintiff allowed them to take

5 refuge between 1990 and 1996 as his people in the same village, all from Amuria, where the plaintiff came from.

PW5 testified that the municipality allocated the land to some people like Ochan, but he only produced a plan, not an allocation. While serving as LC1 chairperson, he testified that no one ever approached him with an allocation letter.

10 PW6 testified that he heard from the plaintiff that the Municipal had allocated the suit land to other people.

Whereas PW3 testified that the Municipal Council allocated land, he contradicted himself by saying he could not tell the court anyone who was allocated land and that he did not have any document showing the allocation of land by the defendant.

15 PW4 testified that he was unaware that the plaintiff settled people on the suit land.

PW4 testified that in 1991, the physical plan for Kichinjaji was produced, and so they went to carry out the physical plan for the area and that by 1991, the Municipal Council had a Statutory Lease on the land in its area, including Kichinjaji.

20 PW6 told the court that the plaintiff settled him onto the suit land around 1987/1988 as an internally displaced person and that after a camp had been established, the plaintiff purchased the land; this contradicted the plaintiff's testimony that he first bought the land and then settled people onto the suit land.

PW7 testified that the internally displaced persons were settled onto the suit land due to insurgencies by Soroti Municipal Council in 1994 but then contradicted
25 himself, saying that he was not present when the IDPs settled on the land.

PW7 told the court that he bought the land neighbouring the suit land in 1994 and later on applied to be allocated the land from Soroti Municipal Council and was given

5 a Lease Offer. He clarified that he was not present when the IDPs settled on the land and that it was the plaintiff who told him that it was SMC which settled the IDPs on the land

PW4 told the court that Soroti Municipal Council which had a Works, Planning and Development Committee must have allocated the land of Pap Paprus Imodot Edimu
10 (The plaintiff) because in 1991 the land belonged to the Government but had no such proof.

The plaintiff adduced in evidence a letter authored on June 14th 1990, reminding the Town Clerk Soroti Municipal Council that he warned the council not to tamper with his suit land and other peoples' customary land while allocating land.

15 On the other hand, the defendants testified that the suit land belonged to Soroti City Council which inherited it from Soroti Municipal Council, and they produced DEX1 to that effect.

In fact, DW2 Rehema Nassolo Mariam, a land surveyor of Soroti City, told the court that the land of 1962 is now under the control of Soroti City Council with people on
20 it.

That they were sitting tenants on the land who numbered 25 and more. She adduced the certified copy of the lease dated 01/07/1962 (DEX1) which was issued by the Registrar of Titles in 1962 and was only controverted by the plaintiff's lawyers when they asked in cross-examination that statutory leases were outlawed but they did
25 not specify whether that happened at the time of purchase or the implication of the 1995 Constitution on statutory leases and holding of land not owned by anyone.

5 DW1 told the court that he does not know the land that the plaintiff is claiming but that the land in Kichinjaji is occupied by people who stay on it and that Soroti Municipal Council allowed internally displaced persons to stay on the land, but it did not allocate the suit land to them.

DW1 told the court that he had never seen any application by the plaintiff for land
10 in Kichinjaji. That the road opened on the ground as was approved in the physical development plans of Soroti Municipal Council.

DW2 clarified that she did not know whether the plaintiff owned land but that she started working in Soroti City as a Land Surveyor in 2017 when she saw the plaintiff around Soroti Municipal Council Offices. She testified that she had not seen any
15 documents relating to his compensation. She was unaware that some people were not compensated regarding the land in dispute and that those were customary tenants, which the plaintiff is not claiming but as a purchaser.

DW2 told the court that she had not accessed the information of any complaint by anybody of not being compensated and that it is not within her knowledge or
20 information that some people have been on the land in dispute since the 1970s or 1980s. DW2 told the court that she did not know that the plaintiff settled people who were running away from wars/ problems on the land, moreover according to some plaintiff witnesses, they also testified that it is the Municipal Council that settled them on the land as internally displaced persons and not the plaintiff.

25 DW2 testified that some people compensated in Kichinjaji were Abdallah Majib plot 5 to 7 Usule Road, Binji Yolam. No plot number, but on Ilukor Road, these people had no plot but were compensated. She testified that she had DEX5 which shows payment to Abdallah Majib and that it is only the one which shows the payment.

5 DW1 testified that he has never seen any document from the plaintiff complaining to the controlling authority not to allocate his land. DW1 testified that he was not there when the land in Kichinjaji was planned and that he did not find any complaint from the plaintiff in the file of the area. In 1992, the Municipal Council constructed some roads in Kichinjaji, i.e. Olaboro Road, Teso Road, and Rev Ekadu Road, among
10 others, which the municipal was in charge of. Amuria Road, Ilukor Road, and Takan Road were also created with the same plan in 1992.

All in all, and in light of the holding in issue one that the plaintiff does not own the land, even the evidence adduced regarding the alleged trespassers on his land was contradictory from that presented by his witnesses as he did claim to have settled
15 some internally displaced persons yet some of his witnesses who were internally displaced told the court that they were settled on the suit land by the Municipal Council.

Be that as it may, the plaintiff failed to adduce evidence that he owned any property on the land or that he ever complained of non-compensation as even some of his
20 witnesses claimed that the land belonged to the Municipal Council, contradicting his very claim of ownership of the same which has already been resolved in the negative in the second issue.

Therefore, it is my finding that the plaintiff has failed to adduce any evidence that the defendants unlawfully acquired the land without compensating the plaintiff. This
25 ground also fails.



5 d) Whether the plaintiff is entitled to the reliefs sought?

The plaintiff is seeking the following reliefs;

- a) A declaration that the plaintiff is entitled to compensation at the current market value for over 115 acres of land unlawfully taken by the defendants in totality without value for the suit land illegally acquired.
- 10 b) A declaration that the defendants, all squatters, trespassers, allocatees, IDPs numbering over 3000, or any person vacate the plaintiff's land.
- c) A declaration that the plaintiff is entitled to interest at the commercial rate of 30% of the land value from 2004 to date from the 1st, 2nd and 3rd defendants.
- d) A declaration that the acquisition of the plaintiff's land without compensation
15 violates his rights to property.
- e) An order of compensation of the plaintiff's 105 cashew nut trees and 96 mango trees as current market value stands at 2,196,000,000/=.
- f) An order of compensation for the plaintiff's 115 hectares of land at the current market value.
- 20 g) An order of eviction of all the occupants of the plaintiff's land.
- h) An order of a permanent injunction restraining all the defendants and others from trespassing on the plaintiff's land.
- i) Special damages for loss of profit and expected earnings amounting to 569,000,000.
- 25 j) General damages
- k) Costs of the suit.

Having answered issues two and three in the negative, that the plaintiff is not the owner of the suit land and that he also failed to adduce evidence that the defendants



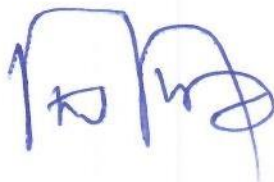
5 unlawfully/illegally acquired the land without compensating the plaintiff, on a
balance of probabilities, I find and conclude that the plaintiff is not entitled to any
of the reliefs he has sought and as such this ground similarly fails.

12. Conclusions and orders:

10 This suit fails on all grounds as it lacks any merit at all on each of the grounds framed
for its resolution and it is dismissed accordingly with no order as to costs.

However, before I take leave of this matter, I must state that in my considered view
that given the public duty which the plaintiff carried out while an LC1 chairperson
and ending up to the District level where he was a councilor and I would ask the 1st,
2nd and 3rd defendants find it fit and proper to grant to the plaintiff a fully paid for
15 lease a plot of land within the jurisdiction of Soroti City Council as an award for his
meritorious service to his community.

I so order.



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Hon. Justice Dr Henry Peter Adonyo

Judge

17th April 2024