

2) The Plaintiff's case:

The plaintiff in 2011 was admitted by the 1st defendant to pursue Advanced Level (A' level) studies. In 2012, the plaintiff registered for Uganda Advanced Certificate of Education (UACE) examinations administered by the 2nd defendant administered and he was assigned index No. U0168/506. He sat for his exams in 2012.

- 10 In 2013, the 2nd defendant released the 2012 UACE examinations results and the 1st defendant furnished the plaintiff with a result slip from the 2nd defendant indicating that the plaintiff had passed the exams with 16 points.

The plaintiff approached the 1st defendant in 2015 to collect his UACE certificate but was informed that his certificate had been returned to the 2nd defendant for reprinting as the 2nd defendant had printed the same with a wrong photo imprinted thereon.

15 The plaintiff continued to approach the 1st defendant to have his certificate availed to him but in vain.

- In early 2018, the plaintiff lost a job opportunity in Moroto as he did not have certificate. He also lost other subsequent job and further education opportunities, including Law Development Centre due to lack of the certificate. For which he holds both defendants responsible as he had furnished them with all the correct information required for the printing a proper certificate but the defendants negligently printed and/or negligently caused an erroneous certificate to be printed.
- 20 Accordingly, the plaintiff seeks remedies indicated in his plaint against the defendants.
- 25

3) The Defendants' case:

The defendants denied the plaintiff's claim in the plaint and contended that the plaintiff has no claim against them with the 1st defendant contending that its role as a school stopped at admitting students, preparing and registering them for the examinations organised by the 2nd defendant with the acts of releasing examination results, printing out, and issuing result slips and certificates not being its responsibility.

That in respect of the plaintiff it received a certificate of the plaintiff from the 2nd defendant but upon realising that the same had a wrong photograph it returned it to the 2nd defendant for correction as per regulations.

15 The 2nd defendant admitted that it printed and released the plaintiff's 2012 UACE examination's results certificate using the information submitted to it by the 1st defendant to the 1st defendant for onward transmission to the plaintiff.

The 2nd defendant contends that the error on the plaintiff's certificate was of no fault on its part as it was caused by the 1st defendant and /or the plaintiff during the UACE registration process.

The 2nd defendant avers that it is ready and willing to avail the plaintiff a hard card equivalent to a UACE Certificate in rectification of the 1st defendant's error provided all the requirements were satisfied.

4) Material facts agreed upon:

25 From the Joint Scheduling Memorandum filed in this court on 11th March 2022, the parties do agree to the following;

- In 2011 the 1st defendant admitted the plaintiff to pursue an Advanced Level (A' level) studies and in 2012 the plaintiff was registered by the 1st defendant for Uganda Advanced Certificate of Education (UACE) examinations administered by the 2nd defendant and was assigned index No. U0168/506.
- The registration process for Uganda Advanced Certificate of Education (UACE) examinations was conducted by the 1st defendant of the 2nd defendant.
- The plaintiff sat for UACE examinations administered by the 2nd defendant in 2012.
- In 2013 the 2nd defendant released the 2012 UACE examination results, and the 1st defendant furnished the plaintiff with a result slip from the 2nd defendant indicating that the plaintiff had passed the examinations with 16 points.
- A certificate has since been released to the 1st defendant for onward transmission to the plaintiff upon the conclusion of necessary processes with the school.

5) Representation:

Natala & Co. Advocates represented the plaintiff, while MAKKS Advocates represented the 2nd defendant and the 1st defendant represented itself.

6) Procedural:

The matter proceeded *ex parte* on 30th May 2023 and on 3rd day of October 2023 against the 1st defendant, who failed to appear in court in spite having been fully served with the hearing notices as evidenced by affidavits of service on record of 17th day of May 2023 and 2nd October 2023 served on its representative called Rev. Fr. Dr. Olweny Romanus.

Odong Joseph (PW1), the plaintiff presented his own evidence as an only witness while the 2nd defendant presented one Peter Anywar (DW1), its Principal Examination Officer in Charge of Scripts and Records, also as its only witness.

7) Evidence:

The plaintiff relied on the following documents, which were exhibited

- 10 a) PEX 1 – Result Slip of the plaintiff issued by the defendants.
 b) PID1 – Letter dated 3rd October 2018 from the 1st defendant's headteacher to the 2nd defendant's Executive Secretary, titled Unprinted UACE Certificate for Odong Joseph

The defendants relied on the following documents, which were exhibited.

- 15 a) DEX1 – Record Issuing Certificate and Proof of delivery of 22nd March 2022
 b) DEX2 -Letter dated 24th March 2022 from the 2nd defendant to the headteacher of the 1st defendant – Final Batch of Certificates of UACE 2012
 c) DEX3 - Letter dated 13th April 2022, from the Headteacher of the 1st Defendant to the Plaintiff titled – Availability of your certificate for collection.

20 8) Issues:

Three issues were agreed upon to resolve the dispute, and these are;

- a) Whether the defendants are liable for conversion/detinue in respect of the plaintiff's UACE Certificate?
 b) Whether the defendants negligently failed to issue the plaintiff's UACE
25 certificate to the plaintiff.
 c) What remedies are available to the parties?

9) Burden and Standard of Proof:

Section 101 of the Evidence Act, Cap 6, provides that;

1) Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he or she asserts must prove that those facts exist.

10 2) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

Section 102 of the Evidence Act states that the burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side.

15 Also, **Section 103 of the Evidence Act** provides that the burden of proof as the burden of proof as to any particular fact lies on that person who wishes the court to believe in its existence unless it is provided by any law that the proof of that fact shall lie on any particular person.

This being a civil suit, the burden of proof lies with the plaintiff (**sections 101 and 102 of the Evidence Act, Cap 6**) to prove their case on a balance of probabilities. See: ***Nsubuga vs Kawuma [1978] HCB 307.***

In the case of ***Erumiya Ebyetu v. Gusberito [1985] HCB 64***, it was held that

25 *“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.”*

10) Submissions:

This court, on 03/10/2023, gave directions for filing submissions to the parties, that is, the plaintiff's counsel and counsel for the 2nd defendant. However, it is only counsel for the plaintiff who filed written submissions on the court record; the court

is thankful to counsel for the plaintiff. The submissions of counsel for the plaintiff have been considered herein accordingly.

11) Resolution of issues:

a) Whether the defendants are liable for conversion/detinue in respect of the plaintiff's UACE Certificate?

10 The plaintiff's counsel, in his submissions, cited the case of ***Byabashaija & Anor V Attorney General CS No. 143/1991*** in which the court quoted Lord Denning in ***Sajan Singh V Sandra Ali [1960] ALL ER 26*** where he stated that in actions for Detinue, '***all the Plaintiff has to prove is his immediate entitlement to immediate possession of the goods.***

15 The plaintiff's counsel also cited the case of ***Departed Asians Custodian Board V Issa Bukenya CA 26/92***, where the Supreme Court observed that '***Detinue is a continuing cause of action which accrues at the date of the wrongful refusal to deliver up the goods and continues until delivery up of the goods or judgment in the action for detinue.***'

20 Halsbury's Laws of England Tort (Volume 97S (2021), paragraph 200 on ***actions for wrongful interference with goods states that*** Detinue lay where there was unlawful failure to deliver up goods when demanded: see ***Jones v Dowle (1841) 9 M & W 19***

According to the **Black's Law Dictionary 9th Edition at 515**, Detinue is a common-law action to recover personal property wrongfully taken or withheld by another.

25 In the same definition, it is noted that;

"A claim in detinue lies at the suit of a person who has an immediate right to the possession of the goods against a person who is in actual possession of

10 them, and who, upon proper demand, fails or refuses to deliver them up without lawful excuse. Detinue at the present day has two main uses. In the first place, the plaintiff may desire the specific restitution of his chattels and not damages for their conversion. He will then sue in detinue, not in trover. In the second place, the plaintiff will have to sue in detinue if the defendant sets up no claim of ownership and has not been guilty of trespass; for the original acquisition in detinue sur bailment was lawful." R.F.V. Heuston, Salmond on the Law of Torts 111 (17th ed. 1977).

15 In the **Moorgate Mercantile Company Ltd versus Finch and Read [1962] 1 QB 701**, the court set out the key elements of conversion as an act of willful interference, without lawful justification, with any chattel in a manner inconsistent with the right of another and thereby that other is deprived of the use and possession of it. The two elements are: a dealing with the chattel in a manner inconsistent with the right of the person entitled to it and, secondly, the intention in so doing to deny the person's right or to assert a right which is, in fact, inconsistent with such right.

20 According to the agreed facts, the plaintiff was in 2011 admitted to the 1st Defendant school to pursue his Advanced [A' level] studies and in 2012, he registered for his Uganda Advanced Certificate of Education (UACE) examinations administered by the 2nd Defendant and was assigned index No. U0168/506. The process of registration was undertaken by the 1st Defendant for the students/Plaintiff on behalf of the 2nd Defendant.

25 It was also mutually agreed that the plaintiff successfully sat his UACE examinations in 2012, whose results were released in early 2013 by the 2nd Defendant, to which

end the 1st Defendant furnished the Plaintiff with a result slip from the 2nd Defendant indicating that the Plaintiff had passed the said exams with 16 points.

It is the plaintiff contention that he has never received his UACE certificate from the Defendants. The 2nd defendant makes reference to DEX3 which in reference to availability of the plaintiff's certificate for collection in which the 1st defendant
10 communicated that the plaintiff's certificate and a letter of verification of results from UNEB were made available to the plaintiff.

The plaintiff testified that he rejected a UACE certificate which was being given to him as it bore a wrong date of his birth as 2012 instead of 1990 and also because the letter of verification of results from UNEB was addressed to the 1st defendant.
15 DW1 testified that when the plaintiff rejected the certificate, it was returned to the 2nd defendant.

The law applicable here is the Uganda National Examinations Board Act, No. 1 of 2021 which repealed the Uganda National Examinations Board Act, Cap. 137. However, at the time of the registration of the plaintiff for UACE examinations in
20 2012 and the examinations and release of its result in 2013, Cap. 137 was applicable. **Section 4 (1)(c) of the then UNEB Act, Cap 137**, mandated the 2nd defendant board to award certificates or diplomas to successful candidates in UACE examinations, among others;

This provision was reinforced by **Section 18** that;

- 25 (1) the board shall award certificates or diplomas to successful candidates;
- (2) The certificates or diplomas to be awarded shall be in a form approved by the board and shall bear the signatures of the chairperson and the secretary.

For the avoidance of doubt, the 2nd defendant was therefore under a legal obligation to award a certificate to the plaintiff who, by his results' slip-PEX1 had successfully completed his UACE examinations administered by the 2nd defendant.

Therefore, in accordance with the 2nd defendant's mandate, under the law the plaintiff had the right to possess the certificate that shows his successful completion
10 of the UACE examinations which he states the defendants negligently deprived him of.

The issue here is thus anchored on the law of tort of Detinue and in the case of *Patrick Muyingo c/o Akena Adoko & Co. Advocates vs Attorney General HCCS No. 668/87* which dealt with a motor vehicle, Hon Justice G.M. Okello (as he then was)
15 observed that the following elements are essential to constitute the tort of detinue:

- a) The property, the subject matter of the case must have been taken away;
- b) there must be a refusal to return the good after demand has been made by the Plaintiff;
- 20 c) the Plaintiff must be entitled to immediate possession of the good, the subject matter of the suit.

For a Plaintiff to succeed in his claim in detinue, he must prove on the balance of probability at the above elements unless they are admitted by the defendant.

Therefore, for the plaintiff to succeed, he had to prove, among others, the two
25 elements necessary to prove conversion.

From the evidence on record it is clear to me that the defendants, especially the 2nd defendant, dealt with the issue certificate due to the plaintiff in a manner

inconsistent with their duty to the plaintiff as the law preserves the right of the plaintiff to immediate possession of a certificate after examinations have been conducted.

In this instance and according to DW1, the second defendant, as was its normal practice, ordered for printing of the certificates for the examinations conducted in 2012, two years after the results were released in 2013 with the certificates made available in 2015.

The plaintiff's certificate was among those but was exhibited in the court though it was agreed that it had a wrong photo. He was only informed by the 1st defendant of that fault in the same, after he demanded for it, that it had been returned to the 2nd defendant for rectification. The non-issuance of a certificate to the plaintiff immediately in consonance with the provisions of the law and as was pointed out in *Patrick Muyingo's case* as cited above denied the plaintiff of the right to immediate possession of his certificate.

As regards to ingredient that the property was taken away from the plaintiff upon a refusal to return the good after a demand had been made by the Plaintiff, the evidence on record point out that the plaintiff completed his UACE examinations in 2012 after registering for the same and being assigned an index number of U0168/506 in a process handled by the 1st defendant on behalf of the 2nd defendant. in 2013 according to PW1 the UACE 2012 examination results were released by the 2nd defendant and the 1st defendant furnished the plaintiff with a result slip (PEX1) from the 2nd defendant indicating that the plaintiff had passed with 16 points.

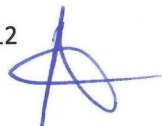
The bone of contention that gave rise the instant case is that, in 2015, when the plaintiff approached the 1st Defendant to collect his UACE certificate so that he may

use it, he was told by the 1st Defendant that although the 2nd Defendant had processed a certificate for him, the 2nd Defendant had printed the plaintiff's certificate with a wrong photo imprinted thereon and so the same had been remitted back to the 2nd Defendant for rectification and reprinting.

10 The 1st defendant did not offer any evidence confirming that that it had received the certificate for the plaintiff which had a wrong photo nor did it deny the fact of the plaintiff on several occasions approached it in an attempt to get from it his certificate.

15 It is thus the further evidence of the Plaintiff that in 2019, he went to the 2nd defendant to follow up on his certificate and he was told by UNEB, through its officers, that his original certificates had been issued and if the same was not there then UNEB could only print duplicates of the original for which he had to make payments in order to secure one as the 2nd defendant, as testified to by Principal Peter Anywar, its Principal Examination Officer that it had printed UACE certificates of all the successful candidates that the 1st defendant had registered with it for the
20 2012 UACE examinations using the candidates' information submitted by the 1st defendant and that these certificates were sent to the 1st defendant to be issued to the plaintiff with DW1 contending that the duty to identify the candidates properly solely rested with the schools and that the 2nd defendant relied on the information submitted to it by the schools to print the certificates.

25 DW1 informed the court that each candidate's bio-data information had their passport photo attached, which was the information the 2nd defendant relied on to print each candidate's certificate.

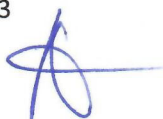


DW1 confirmed that indeed the 1st defendant raised the issue of the discrepancy in the certificate of the plaintiff and others with mismatched photos with the 2nd defendant with the certificate of the plaintiff subsequently returned to the 2nd defendant's office for rectification which DW1 confirmed.

10 However, DW1 rejected the 2nd defendant's liability for the plaintiff's mismatched photograph on the certificate issued by 2nd defendant arguing that the 2nd defendant acted on the information sent to it by the 1st defendant through the plaintiff's biodata form and as such the error of the mismatched photograph on the certificate was that of the 1st defendant school it was required to confirm that the photo belonged to the particular candidate.

15 This assertion was confirmed by the plaintiff who while testifying as PW1 told the court that the registration for the UACE examinations was conducted by staff of St. Paul's College (1st Defendant) and that during the registration process he was not given the opportunity to look at the information got from him with the registration form left with the 1st Defendant who had to remit it to the 2nd defendant and that
20 he did not know what information the 1st Defendant had submitted to UNEB (2nd Defendant) as the 1st Defendant never asked him to verify the information he gave them during his time yet he gave the correct information.

In view of the evidential doctrine of *he who alleges must prove*, it is clear to me that because DW1 nor the 1st defendant neither produced the certificate with the
25 plaintiff's mismatched photograph nor showed the court the "bio-data form" that the 2nd defendant relied on to print the plaintiff's certificate, and because as DW1 admitted, that in 2018 there were other 25 certificates with errors with 22 corrected in 2021 and returned to the 2nd defendant because they had wrong dates



of birth which DW1 explained was computer generated, I am able to conclude that because of the consistent faults in the production of the certificates which was the duty of the 2nd defendant, then by virtue of the then Section 18(2) of the UNEB Act, Cap 137 which provides that the certificate or diplomas to be awarded are issued by the 2nd defendant, which provisions is similar to that in Section 4(3) of the UNEB Act, No. 1 of 2021 then the failure by the 2nd defendant to provide cogent evidence of the approved format showing the allegations that its non-issuing of a correct certificate to the plaintiff was the error of the plaintiff or the 1st defendant, , then I would find that the 2nd defendant had the duty to provide the correct certificate and once it failed to do so , it cannot apportion any error in doing so to the plaintiff or the 1st defendant as I did not produce in court any evidence to that effect as this was against PW1's evidence that he had indeed filled in his correct date of birth in the information he gave the 1st defendant on behalf of the 2nd defendant during the registration process, which evidence was uncontroverted.

Also, the plaintiff, in his evidence, stated that in 2018, he lost a job opportunity in Moroto for want of his certificate and has since been put under great stress in his several applications for jobs and applications for further education, including Law Development Centre. However, during cross-examination, the plaintiff did not adduce cogent evidence to support his loss of that Moroto job opportunity as he told the court that he did not have the job advert.

The plaintiff also testified that he was not employed, and although he mentioned that he took on a volunteer job, he failed to produce the appointment letter. Therefore, the court is constrained in believing the plaintiff's claim that he lost job opportunities because he did not have his certificate.

Furthermore, PW1 expressed fear that as a graduate of a Bachelor of Laws Degree from the Islamic University in Uganda, and without his UACE certificate, his degree stands a risk of being cancelled since it will be considered that he did not successfully complete "A' Level thus he had no qualification to enroll for the degree.

10 The court notes that the plaintiff did not attach the necessary documents to prove that he is a graduate, but that was not the issue.

However, during cross-examination, he also told the court that he graduated in 2018 and that he believed he met all admission requirements at the time of admission to I.U.I.U.

15 He also told the court that the University had never written to him about his qualifications or admissions because the university used his result slip – PEX1.

The plaintiff failed to prove his fears of the possible consequences of obtaining a degree without a certificate of UACE but with a result slip.

20 The plaintiff also stated that even his studies at the Law Development Centre shall be a nullity if it is discovered that he did not even have a UACE Certificate. However, during cross-examination, PW1 told the court that after I.U.I.U, he proceeded to the LDC, where he is graduating in June 2023.

PW1 told the court that LDC had not written to him regarding his not fulfilling admissions requirements.

25 Whereas this court cannot rule out any future consequences stemming from the plaintiff's continued lack of a UACE certificate, the court is constrained to believe the specifically claimed allegations without further proof.

Be that as it may, the 2nd defendant confirmed and admitted the deprivation of the plaintiff of his certificate and the continued refusal to return it after the plaintiff had demanded it.

This was portrayed in the evidence of the 2nd defendant's witness thus, he said that after the error of the photograph mismatching on the certificate had been pointed
10 out to them by the 1st defendant and the certificate returned to them for printing, DW1 told the court that due to costs the certificate was batched with others of 2018, but he never provided any evidence to support that inference.

DW1 also did not care to find out why the plaintiff's certificate rectification, together with his two other colleagues, was not done yet 22 certificates with a similar
15 problem were worked on/rectified earlier than 2021 he only mentioned that their printer based in the UK did not provide any explanation. Also, DW1 told the court that they could not print the Plaintiff's certificate in 2019 until 2021 when the school returned it to the 2nd defendant and that there was still a problem. Although DW1 told the court that before 2021, the 2nd defendant did not know that the certificate
20 of the Plaintiff had problems, they did not provide any evidence to that effect, and yet he who alleges must prove.

All in all, I find that the 2nd defendant is at fault for the continuing
detinue/conversion of the plaintiff's UACE Certificate, which he is entitled to immediate possession of having successfully completed UACE examinations and
25 which he has demanded since 2015, with the 1st defendant merely acting as an agent of the 2nd defendant in this respect.

On the issue of whether the defendants negligently failed to issue the plaintiff's UACE certificate to the plaintiff, in law, negligence was defined in the case of *Donoghue V Stevenson [1932] AC 562* as '*the omission of an action that a reasonable person would do or performing an action that a reasonable person would not do*'. That definition was further expounded in the case of *Hirani Manji Kanji Versus Uganda Funeral Services Limited Civil Suit No. 115 of 2022* where it was stated that "*actionable negligence consists in the neglect of use of ordinary care or skill towards a person to whom the Defendant owes the duty of observing ordinary care and skill, by which neglect, the Plaintiff has suffered injury to his person or property*".

More still the Oxford Dictionary of Law defines negligence as "*a tort consisting of the breach of a duty of care resulting in damage to the claimant. Negligence in the sense of carelessness does not give rise to civil liability unless the defendant's failure to conform to the standards of the reasonable man was a breach of a duty of care owed to the claimant, which has caused damage to him.*"

According to *Winfield and Jolowicz on Tort, 19th Edition 2014, paragraph 3-010*, in the determination of whether the defendant is guilty of negligence, it is irrelevant whether the defendant fell well below the standard of the reasonable person or just short of it: the defendant has reached a single required standard, or he has not. However, the gravity of the defendant's negligence can be relevant in various ways. This is because, when damages are apportioned, it is necessary to compare the defendant's conduct with another person's conduct (either the claimant or another defendant).

In this instance it is evident from the 2nd defendant's obligation as in **Section 4 (1)(c)** of the then **UNEB Act, Cap 137** that the 2nd defendant was required to award

certificates or diplomas to successful candidates in UACE examinations, among others.

This position was repeated in **Section 18** of the then **UNEB Act** in which the 2nd defendant was required to award certificates or diplomas to successful candidates; in such a form as approved.

10 In this case, the plaintiff started demanding for his certificate in 2015 from both defendants. The 1st defendant never showed the plaintiff his certificate, claiming that the 2nd defendant had sent one which Had a wrong photo which had been sent back to the 2nd defendant while the 2nd defendant failed to prove to the required standard that it was the erroneous bio data form submitted by the 1st defendant
15 which it relied on to print the defective certificate which caused its non-issuing of the relevant certificate on demand to the plaintiff yet the uncontroverted evidence of the plaintiff before this court was that he filled in the correct details.

Furthermore, the 2nd defendant also failed to justify the wrong date of birth of 2012) appearing on even the rectified certificate instead of 1990 - the year the plaintiff
20 was born with DW1 lackadaisically apportioning such error to a computer anomaly without any iota of proof despite DW1 knowing the usefulness of the importance of a certificate to a candidate who sat an examination.

Clearly, from a legal and even factual position, the defendants knew very well that by subjecting to registration a person such as the plaintiff under the relevant law,
25 they had a duty of care to ensure that not only that the information collected is accurate, genuine and relevant but that and subsequent document, such as a certificate resulting from such registration contained accurate information.

I am thus satisfied that the defendants have failed to rebut the fact of the plaintiff not providing the correct bio-data when he was subjected to registration for the examination of 2012 whose results came out in 2013.

That the Defendants failed to exercise reasonable care and skill when processing the certificate of the Plaintiff and thereby printing the same with a wrong photo and
10 later printing the corrected version of the said certificate with a wrong date of birth is clearly evident rendering each of them liable for such anomaly, one to the other.

Subsequently, I would agree with the plaintiff's that the 2nd Defendant exercised gross negligence when it printed the certificate of the Plaintiff with a wrong photo and then later, in continuing its negligent action went ahead to re-print the same
15 certificate with even with further defects as a wrong date of birth was inserted.

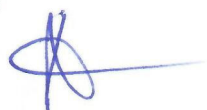
The above findings being so, I would find that the defendants were negligent in failing to deliver, immediately on demand, the correct and proper UACE certificate to the Plaintiff as was required by the law after he was properly registered for, sat and passed the UACE examinations of 2012. They are thus liable for such failure
20 jointly.

b) What remedies are available to the parties?

The plaintiff is seeking the following reliefs;

i. An order that the defendants jointly and/or severally release and deliver the plaintiff's U.A.C.E certificate

25 Plaintiff's counsel submitted that the plaintiff having successfully sat for his UACE exams and passed them, he is entitled to be issued with a UACE certificate by the



Defendants. He submitted that the Plaintiff told the court that when he joined the 1st Defendant school, and eventually paid the Registration fees to the 2nd Defendant, it was on an understanding that he would be taught the subjects he offered and eventually be offered a certificate as proof that he had completed and understood the subjects he had studied.

10 The plaintiff's counsel submitted that by the defendants failing to give him his certificate after sitting and passing the examination set by the second defendant, through whom the services of the 1st Defendant were rendered in his registering and his sitting the examinations set by the 2nd defendant, then they should be found to have failed to fulfil the legitimate expectation of the plaintiff that after his
15 registering, sitting and passing the UACE examinations, he would receive a certificate thereto yet to date none has been delivered to him leaving the plaintiff with no evidence which can convince anybody, but more specifically; any prospective employer or institute of further studies that indeed he had ever sat any UACE examinations.

20 This situation of legitimate expectation which the plaintiff finds himself in is similar to that in the case of *Angutuko Bosco Bakole v Kyambogo University (Miscellaneous Cause No 386 of 2018) 2019 UGHCCD 187 (16 August 2019)*, in which it the principle was expounded with the court proceeding to hold that;

25 *"The principle of legitimate expectation is concerned with the relationship between public administration and the individual. It seeks to resolve the basic conflict between the desire to protect the individual's confidence in expectations raised by administrative conduct and the need for the administrators to pursue changing policy objectives. The principle means that expectations raised as a*

result of administrative conduct may have legal consequences. Either the administration must respect those expectations or provide compelling reasons why the public interest must take priority”.

In this case there was not the breach of statutory duty but the legitimate expectation of the plaintiff was curtailed and continues to be so. Subsequently I would find that
10 so and order that the defendants jointly and/or severally release and deliver to the plaintiff his 2012 U.A.C.E certificate within six (6) months from today.

ii. General damages

As regards general damages, the position of the law is that general damages are awarded at the discretion of the court as was held in the case of *Luzinda V*
15 *Ssekamatte & 3 Ors, Civil Suit No. 366 of 2017* to compensate the aggrieved fairly for the inconveniences accrued as a result of the actions of the defendant. A claimant has the duty not only to plead but prove that there were damages, losses or injuries suffered as a result of the Defendant's actions.

In this case, the Plaintiff has proved that he has suffered a lot of inconvenience and
20 even financially in seeking justice in his attempt to have the defendants avail him his certificate but the defendants have adamantly refused, and yet he was for sometime a student with no income, under great stress of study with the conduct of the defendants have caused him further stress, anxiety and mental torture for which he seeks general damages.

25 The plaintiff thus prayed for a sum of UGX 70,000,000/= (Uganda Shillings Seventy Million only) as general damages in the circumstances.

After carefully considered the overall inconvenience suffered by the plaintiff, I would award him UGX 15,000,000 as general damages to be paid in the ratio of 25% to 75% by the 1st and 2nd defendant, respectively.

iii. Punitive damages

The plaintiff's counsel prayed for punitive damages of UGX 30,000,000/= (Uganda Shillings Thirty Million only) because of the malice exhibited by the defendants. The plaintiff's counsel submitted that the defendants deliberately and maliciously refused and failed to avail the Plaintiff with his UACE certificate, and even after discovering that the Plaintiff's Certificate had a wrong photo in 2015, the Defendants did not still take effort to rectify the anomaly on the Plaintiff's certificate to date but. instead, they maliciously excluded the Plaintiff from the list of 25 candidates who had a similar problem on the excuse that their sub-contractor had a "busy Schedule".

Counsel submitted that even after Plaintiff filed this case against the defendants, the 2nd Defendant, in particular, expressed arrogance when it stated in its Written Statement of Defense in Paragraph 4(d) thereof that it was willing and ready to avail Plaintiff a hard card equivalent to a UACE certificate in rectification of the error which to counsel meant that the 2nd Defendant at the time of filing its defence was not even ready to avail the Plaintiff with his original UACE certificate, but only wanted to give him something equivalent as though the Plaintiff was the one responsible for the error on his certificate. I agree with this submission and add that the purported errors on the final certificates, clearly belongs to the defendants and as was properly determined in the case of **Ahmed El Termewyn Versus Hassan Awdi & 3 Ors Civil Suit No. 95 of 2012**, the defendants must be punished by court as an

expression of the court's dissatisfaction to the defendants' conduct which clearly was highhanded, oppressive and/or malicious. That being so, I would UGX award 30,000,000/= (Uganda Shillings Thirty Million only) as punitive damages to be paid by the defendants in the ratio of 25% to 75% by the 1st and 2nd defendant, respectively.

10 iv. Costs of the suit:

Section 27 (1) Civil Procedure Act, Cap 71 states that *"... the costs of and incident to all suits shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and out of what"*

15 Since the instant case has been decided in favour of the plaintiff, he is entitled to his costs from the defendants.

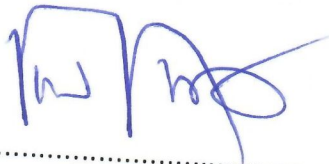
12. Conclusions and orders:

This suit is found in the favour of the plaintiff with the following orders issued;

- The defendants jointly and/or severally are ordered to release and deliver to the plaintiff his 2012 original U.A.C.E certificate with correct and proper details at their
20 own costs; within six (6) months from today.
- The plaintiff is awarded UGX 15,000,000 as general damages to be paid in the ratio of 25% to 75% by the 1st and 2nd defendant, respectively.
- The plaintiff is awarded UGX 30,000,000/= (Uganda Shillings Thirty Million only) as
25 punitive damages to be paid by the defendants in the ratio of 25% to 75% by the 1st and 2nd defendant, respectively.

- The plaintiff is awarded the costs of this suit to be paid by the defendants in the ratio of 25% to 75% by the 1st and 2nd defendant, respectively.

I so order.



Hon. Justice Dr Henry Peter Adonyo

Judge

16th January 2024