

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA

[LAND DIVISION]

HCCS. NO. 2097 OF 2016

(Formerly HCCS No. 546 of 2013)

GEORGE MULINDWA

PLAINTIFF

V

KULABA WILSON

DEFENDANT

BEFORE: HON. LADY JUSTICE P. BASAZA – WASSWA

J U D G M E N T

Representation:

Mr. Asodio Jordan for the Plaintiff.

Mr. Luyambi Thomas for the Defendant.

Introduction:

- [1] The Plaintiff; Mr. Mulindwa alleges fraud against the Defendant; Mr. Kulaba in respect of **an 18. 5 - acre Kibanja on land formerly described as Block 429 Plot 30 at Bugiri - Bukasa Nalukuyege- Katabi in Wakiso District.** (The Kibanja shall hereinafter be referred to as 'the suit Kibanja').

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[2] At the pre-trial conference in court, the following brief facts of this case were agreed upon by the parties¹:

- i) That the Plaintiff's late father: **Kisomba Ladislawo Matovu** owned an **18.5 - acre Kibanja ('the suit kibanja')** on **Plot 30 at Bugiri - Bukasa**. To wit: that he was a lawful or *Bona fide* occupant on the said land.
- ii) That the Plaintiff's father: the late **Kisomba Ladislawo Matovu** died in 2009, but before his death, he had agreed with Mr. Kulaba to surrender to the latter part of his kibanja - the suit Kibanja, in exchange for a certificate of title to part of the suit Kibanja. That he however, passed away before their said negotiations were concluded.
- iii) That the Defendant: Mr. Kulaba was a Co- registered proprietor, with Prisca Kulaba, of the land comprised in **Block 429 Plots Nos: 89, 477 and 524, hereinafter referred to as 'the suit Plots'**.
- iv) That out of a compromise, the three **suit Plots: 89, 477 and 524** were surrendered by Mr. Kulaba (the Defendant) to the Plaintiff's siblings: **Mr. Seguya David, Ms. Nabukenya Scovia and Ms. Nabunje Agnes** (hereafter referred to as: **'the trio'**).
- v) That the said compromise was to the effect that the trio would relinquish their interests in 13 acres out of the suit Kibanja originally measuring 18.

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¹ See the Pre-trial scheduling proceedings, and the Joint Scheduling Memorandum.

5 acres, in exchange for 5.5 acres of registered mailo land that would be registered in their names. That pursuant to the compromise, Mr. Kulaba surrendered the suit plots and transferred the same into the joint names of the trio. See the certificates of title to the suit Plots marked as **PEX 1, 2 & 3**.

- vi) That the Plaintiff: Mr. Mulindwa had a separate compromise with his siblings: the trio, that they would give to him 50 Decimals out of 4.3 acres of **the suit Plots Nos: 89, 477 and 524**, and that he would pursue a claim for 1.12 acres from the Defendant – Mr. Kulaba.

Background:

- [3] The Plaintiff: Mr. Mulindwa had initially filed this suit in 2013² against both Mr. Kulaba and his said three (3) siblings: **(Seguya, Nabukenya and Ms. Nabunje)**.

He alleged that the trio had connived with Mr. Kulaba to fraudulently sell to the latter the 18.5 acre -suit kibanja without letters of administration to the estate of their late father: **Kisomba Ladislawo Matovu**. He sought a Declaration that he is the rightful owner of 5.5 acres out of the suit kibanja, and that the transactions between Mr. Kulaba and the trio, were a nullity.

- [4] However, during the pendency of this suit, Seguya David (the 1st Defendant) passed away, and thereafter Mr Mulindwa settled his differences with his said

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² The suit was formerly numbered HCCS No. 0546 of 2013, which later changed to the current HCCS No. 2097 of 2016.

other two siblings; Ms. Nabukenya and Ms. Nabunje (the 3rd and 4th Defendants), and withdrew his suit against them. He then maintained his suit only against Mr. Kulaba: the 2nd Defendant.

The Plaintiff's case:

[5] In his amended plaint, Mr. Mulindwa pleads fraud against Mr. Kulaba: He alleges;

- i) That in 2002, his late father: **Kisomba Ladislawo Matovu** gave him a portion of 5.5 acres out of the 18.5-acre suit kibanja, as a gift *inter vivos*. And, that his late father remained with 13 acres on Plot 30, until his death in 2009.
- ii) That he (Mulindwa) took possession of the 5.5 acres given to him by his late father and established thereon, *inter alia*; plantations of banana, sweet potatoes and cassava.
- iii) That in May 2013, Mr. Kulaba purported to enter into an agreement with his (Mr. Mulindwa's) siblings - the trio, over the Kibanja that was rightly owned and occupied by him as a *bona fide* occupant.
- iv) That Mr. Kulaba dealt with some beneficiaries well knowing that they did not have letters of administration to their late father's estate, and ignoring the presence of other beneficiaries on the suit Kibanja.

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- v) That Mr. Kulaba purported to give to the family of the late **Kisomba Ladislawo Matovu** 5.5 acres well knowing that it is not the actual acreage available on the ground. That he created a certificate of title for land knowing the same is immersed in, and forms part of Lake Victoria.

The Defendant's case:

- [6] Mr. Kulaba contends in his written statement of Defence that he is the registered proprietor of Plot 30. And, that following a settlement with the trio – the late Seguya David, Ms. Nabukenya Scovia and Ms. Nabunje Agnes, he issued certificates of titles to them for **the suit Plots 89, 477 and 524**, in exchange for a kibanja interest formerly belonging to the late **Kisomba Ladislawo Matovu**.

Issues for determination (Amended under **Order 15 Rule 5 of the CPR**):

- [7] The issues are;
1. **Whether the Defendant dealt fraudulently with the Plaintiff's siblings as alleged?**
 2. **Whether the Plaintiff is entitled to receive 1. 12 acres from the Defendant?**
 3. **Whether there are any other remedies available to the Parties?**

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Determination of issues:

Issue No. 1:

Whether the Defendant dealt fraudulently with the Plaintiff's siblings as alleged?

- [8] The Plaintiff called three (3) witnesses; himself (Mr. Mulindwa) as PW 1, Mr. Kafeero Joseph as PW 2 and Mr. George Ssebunya as PW 3.

Similarly, the Defendant called three (3) witnesses; Mr. Kitaka Wilfred as DW 1, Ms. Namaganda Gladys as DW 2 and Mr. Kulaba Wilson as DW 3.

A registered land Surveyor: Mr. Simon Kataabu also testified as a joint surveyor, and submitted to court a joint survey report marked – 'CC1'.

- [9] The full testimonies of these witnesses are on the court record. Only the relevant portions of their testimonies will be referred to in this judgment.

Submissions of Counsel on issue No. 1:

- [10] Both learned Counsel for either party made written submissions. For brevity, I will not repeat their arguments here, but will make reference to them only where and when it is necessary.

Analysis by this Court:

- [11] As already pointed out in this Judgment, it was an agreed fact that the Defendant and the late **Kisomba Ladislawo Matovu** agreed that the latter would surrender part of his / the suit Kibanja to Mr. Kulaba, in exchange for a certificate of title to

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part of the suit Kibanja. And, that before the said negotiations were concluded, **Kisomba Ladislawo Matovu** passed away.

[12] It was also an agreed fact that the Defendant: Mr. Kulaba dealt with the Plaintiff's siblings: the late Seguya, Ms. Nabukenya, and Ms. Nabunje, by exchanging with them registered interests in **the suit Plots Nos: 89, 477 and 524**, for unregistered interests in the suit Kibanja.

[13] The bone of contention in this matter is about the said dealing between Mr. Kulaba and the Plaintiff's siblings. The Plaintiff contends that Mr. Kulaba was fraudulent in his dealing with his (Mulindwa's) siblings, while the Defendant denies that allegation.

[14] I will begin by laying down the definition of **'Fraud'** and **'Fraudulent acts'**. These have been defined in a wealth of authorities to connote:

'a knowing misrepresentation of the truth or concealment of a material fact', an intentional perversion of the truth', 'a false statement', unconscientious dealing, 'conduct involving bad faith, 'dishonesty', and so on, all purposed to defraud others, and or to deceive others and or to induce another to surrender their right.

See **Black's Law Dictionary at page 731 & 733 and the Judgment of Katureebe,**

JSC (as he then was), in Frederick Zaabwe v Orient Bank Ltd & 5 Ors³

[15] The onus to prove the allegations of fraud against Mr. Kulaba leveled by Mr. Mulindwa, lies with he who made the allegations. The law of evidence requires

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³ SCCA No. 4 of 2006

that he who asserts must prove his assertions. See sections 101 -103 of the Evidence Act⁴.

[16] Mr. Mulindwa (PW1) told Court that the said exchange of Kibanja interests for **the suit Plots Nos. 89, 477 and 524** between Mr. Kulaba and his siblings (the trio), was done without his consent and participation, and without a grant of letters of administration to their late father's estate.

That instead of a total acreage of **5. 5 acres** that was agreed on, Mr. Kulaba gave his siblings only **4. 38 Acres**, and that their dealing included his 5. 5 acre kibanja piece given to him by his late father in 2002, during the latter's life time.

That he (Mulindwa) had a plantation on his said 5. 5-acre Kibanja piece that was care taken for him by his young brother the late Seguya.

[17] PW2 and PW3: Mr. Kafeero and Mr. Ssebunya also testified that the late **Kisomba Ladislawo Matovu** gave to Mr. Mulindwa a portion of the suit kibanja in their presence.

[18] PW1 and Mr. Kataabu, a land surveyor⁵ stated that **one of the suit Plots: Plot 524**, is all immersed in the waters of Lake Victoria, and is inaccessible. That Plot 524 is a non-existent plot that is beyond the shoreline of the Lake. That the Plot is only shown on paper on the cadastral map and on the certificate of title (**PEX 2**); **as measuring 0. 305 Hectares (0. 752 acres).**

Nas Surveying and Consults

⁴ Cap. 6 of the Laws of Uganda.

⁵ A land Surveyor said to be working with the Firm: Nas Surveying and Consults.

[19] Mr. Kataabu further told court that upon carrying out a survey, he found, among other things, as per the joint survey report that he submitted (**CC1**) :

- a) That the acreage of plot: **No. 89** is inconsistent with its actual acreage on the ground. That in the certificate of title (**PEX 3**), Plot 89 is shown to have **1. 624 Hectares**, which differs from the acreage on the ground that measures only **1. 587 Hectares (approximately 3. 921 acres)**. **A variance of 0. 0369 Hectares (0. 091 acres)**.
- b) That the acreage of **Plot 477 in the title (PEX 1)** is consistent with its acreage of approximately **0. 1485 Hectares (0. 366 acres)** on the ground.
- c) That altogether the total acreage of **Plot 89 and Plot 477 is approximately 1. 735 Hectares (4. 288 acres)**
- d) That **Plot 524** does not exist.

[20] For the Defence, DW1 & DW2: Mr. Kulaba and his Aide Mr. Kitaka Wilfred, told court that the complaint of Mr. Mulindwa (the Plaintiff) was long settled on April 5, 2011 with his (Mulindwa's) full consent. That Mr. Kulaba signed an agreement (**DEX 1**) with Mr. Mulindwa himself, and his (Mr. Mulindwa's) siblings on April 5, 2011, and that Mr. Mulindwa was only being dishonest.

[21] They (DW1 & DW2) also told court that the late **Kisomba Ladislawo Matovu** showed them where he wanted the suit land surveyed, and that they followed his demarcations to create the certificates of title to the suit Plots. That it was

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the deceased who wanted access to the lake water for his rituals, and that he brought his own surveyors, but died before negotiations were complete, and before the suit plots were made out.

[22] The duo however admitted that when they made the final agreement with Mr. Mulindwa's siblings (the trio), Mr. Mulindwa was not a party thereto. And, that at that time there was no family member who held letters of administration to the estate of the late **Kisomba Ladislawa Matovu**.

[23] On his part, when recalled and asked about the said agreement of April 5, 2011 (**DEX 1**), Mr. Mulindwa (PW1) acknowledged that he participated in that agreement, and signed it. He however stated that the agreement (**DEX 1**) was meant to add a portion to Plot 89 which measured less acreage than what had been agreed, and that the purpose was to get an acreage of 5.5 acres.

That they were to enter into a final agreement following that agreement (**DEX 1**), but that Mr. Kulaba did not do any of what he undertook to do in **DEX 1**, and instead brought the other two certificates of title for **Plots 477 and 524** when he (PW1) was not there.

[24] In his written submissions, learned Counsel for the Plaintiff, Mr. Asodio argued that the Plaintiff had vested interests in the suit Kibanja as a Kibanja holder, and that the registration of a few children of the late Kisomba Ladislawa Matovu on three (3) certificates of title was illegal or irregular and greatly prejudiced the interest of the Plaintiff.

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[25] In reply, in his written submissions, learned Counsel for the Defendant: Mr. Luyambi argued that the Plaintiff had no interest in the suit Kibanja. That he did not prove that he had a Kibanja, on the original Plot 30, and there is no evidence that the Defendant 'ignored other beneficiaries thereon. That the negotiations between the defendant and the Plaintiff's family were lawful, free and fair.

[26] I will first address the question: **'whether the Plaintiff had any interest in the suit Kibanja?'**, that arises from the above submissions of Counsel:

[27] I carefully evaluated the evidence adduced by the parties as a whole, and carefully studied the documents they each relied on, and I hold the view that although Mr. Mulindwa did not establish persuasively that his father gave him 5. 5 acres of the suit Kibanja, he established that he was a son to the late **Kisomba Ladislawo Matovu** and a beneficiary to the latter's estate.

He produced minutes of a family meeting held on August 3, 2019 **(PEX 4)**, in which his Paternal Auntie: Ms. Gladys Namaganda (DW2) was present. In her own testimony, Ms. Namaganda (DW2) acknowledged the said minutes **(PEX 4)** and attested to their contents. **The said minutes show that in that family meeting, Mr. Mulindwa was acknowledged as one of the beneficiaries of the deceased's estate, and criteria for the sharing out of the said estate was also agreed upon.**

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[28] It is trite law that a beneficiary to the estate of a deceased person has the *locus standi* to sue in his or her own right, without letters of administration, where such beneficiary seeks to protect his or her interests in such estate. See Israel Kabwa v Martin Banoba Musiga⁶.

[29] In that Israel Kabwa case, the Court held that the locus of the Respondent (on Appeal) was founded on his claim to be a beneficiary to the deceased's estate and that therefore he had an interest in protecting or preserving that estate.

Likewise, the Plaintiff in this case is a beneficiary to his late father's estate and therefore has an interest in the suit Kibanja.

With due respect, I accordingly reject the argument of Mr. Luyambi for the Defendant on this aspect.

[30] I will now turn to assess whether the allegations of fraud leveled by the Plaintiff, against the Defendant, have any merit.

[31] I will start my assessment by first distinguishing between the two written agreements referred to in this case. To wit: the first one is a hand written agreement in Luganda with its translation in English; dated April 5, 2011 (**DEX 1**), and the second one is an undated Memorandum of Understanding (**DEX 3**).

[32] Both parties acknowledge that Mr. Mulindwa (the Plaintiff) participated in the agreement dated April 5, 2011 (**DEX 1**), but did not participate in the undated

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⁶ SCCA No. 52 of 1995; 1996 UGSC 1 [1996] 1 KALR 109.

Memorandum of Understanding (**DEX 3**) between Mr. Kulaba and his (Mulindwa's) siblings - the trio. Mr. Mulindwa's complaint is about the latter dealing (**DEX 3**).

[33] For further clarity, the title of the agreement dated April 5, 2011 (**DEX 1**) reads:

'MEMORANDUM OF UNDERSTANDING BETWEEN LANDLORD AND TENANTS ON BLOCK 429 PLOT 432 BUSIRO'. It's gist (paraphrased) is that: Mr. Kulaba agreed with the family of the late **Kisomba Ladislawa Matovu** that the family be added part of the portion of land in the corner near Mr. Bakojja's land. And that part of the said portion be cut off to create an access road to the remaining land downwards, and that Mr. Kulaba; the registered owner would be responsible for the demarcations, and that when both sides approve the demarcations, the tenants would receive their land titles.

[34] Regarding the undated Memorandum of Understanding (**DEX 3**), the same is lengthy, and only the three **clauses: 2, 4 & 8**, that will be referred to later in this Judgment, will be captured here.

Clause 2 reads:

'THAT the 1st Party⁷ further acknowledges that the land comprised in Plots 89, 477 and 524 are the portions that were given to their father named hereinabove prior to his demise by the 2nd Party⁸ for his entitlement as a Kibanja owner.'

(Underlining mine for emphasis)

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⁷ The 1st party in that MoU is David Seguya, Agnes Nabunje and Proscovia Nabukenya – the trio

⁸ The 2nd Party in that MoU is Kulaba Wilson – the Defendant, and his wife: Kulaba Prisca.

Clause 4 reads:

'THAT upon the signing this Memorandum of Understanding all the beneficiaries of the estate of the late LADISLAWO KISOMBA MATOVU shall be estopped from making any present or future claims in respect of the land referred to herein, since all the Kibanja interest in the same derived from their deceased father have been fully catered for.'

Clause 8 reads:

'THAT upon signing this Memorandum of Understanding the 1st Party acknowledge receipt of the original copies of the certificate of titles for the mentioned Plots'.

[35] From a reading of the said two agreements (**DEX 1 & DEX 3**), two things are apparent:

First, that the agreement dated April 5, 2011 (**DEX 1**), was made after the death of the late Kisomba Ladislawo Matovu which occurred in 2009, but before the titles of **the suit Plots: 477 and 524** were registered in the names of Kulaba and his wife in 2012. And, logically also before 2013 when the titles were subsequently registered jointly in the names of Seguya, Nabunje and Nabukenya.

Second that the undated Memorandum of Understanding (**DEX 3**) was made in 2013 when Mr. Kulaba handed the original copies of the certificates of title to **the suit Plots: 89, 477 and 524** to the family of the late **Kisomba Ladislawo Matovu**. Refer to **clauses 2 & 8 of DEX 3** and to the testimony of Mr. Kulaba (DW3) and Ms. Namaganda Gladys (DW2) to that effect.

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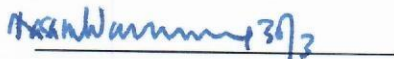
[36] On that basis, that the said agreements (**DEX 1 & DEX 3**) were made in 2011 and 2013 respectively, and on the basis of their wording, I agree with the explanation of Mr. Mulindwa (PW1) that the agreement of April 5, 2011 (**DEX 1**)⁹ was purposed to add a portion of land to the family in order to achieve an intended acreage, and that contingent upon that, the family would receive the intended titles.

I further agree that when the titles of the suit **Plots 89, 477 and 524** were eventually handed over to the Plaintiff's family, accompanied with the signing of the MoU (**DEX 3**), Mr. Mulindwa (PW1) was not there, and did not participate in its execution.

[37] In tandem with the above, I reject the suggestion by Mr. Kulaba (DW3) and Mr. Kitaka (DW1) that the complaint of Mr. Mulindwa (the Plaintiff) was long settled with his (Mulindwa's) full consent on April 5, 2011. That was not correct.

[38] I also agree with Mr. Mulindwa and his Counsel: Mr. Asodio, that the undated Memorandum of Understanding (**DEX 3**) that was made without letters of Administration to the estate of the late **Kisomba Ladislawa Matovu**, and without the participation of Mr. Mulindwa (the Plaintiff), was made without legal authority, and was made by Mr. Kulaba and others, dishonestly, in bad faith.

[39] Learned Counsel for the Defendant, Mr. Luyambi argued that the negotiations between the Defendant and the Plaintiff's family were free and fair, and that there is no evidence that the Defendant breached any terms of any agreement



⁹ Refer to paragraph [22] above

or that he failed to deliver what he had agreed to deliver, or that he cheated anybody. And, that there is no evidence that the Defendant ignored other beneficiaries of the suit kibanja.

[40] I rejected the above arguments. The uncontroverted evidence on record shows, just like my own observation at the locus in quo, that Mr. Kulaba not only exchanged Plot 524 that is immersed in Lake Victoria and has no acreage at all, but also that he exchanged certificates of title to plots that had less acreage on the ground than that indicated in the certificates of title. To wit: an exchange of 'nothing' in return for 'valuable land', and 'for less value than what was promised'.

[41] I found as wanting, the evidence of Mr. Kulaba (DW3) and Mr. Kitaka (DW1) that:

'the deceased Kisomba Ladislawa Matovu showed them where he wanted the suit land surveyed, and that they followed his demarcations to create the certificates of title to the suit Plots'.

That evidence contradicted the acknowledgment by both parties that the negotiations between Mr. Kulaba and the deceased were in respect of the suit kibanja that was situate on Plot 30, which Kibanja and or Plot did not extend into Lake Victoria.

[42] A look at the certificate of title and the deed print of Plot 30 (DEX 2) shows that the boundary line of that erstwhile Plot did not extend into the Lake. Clearly Plot 524 that is immersed in Lake Victoria was not mutated out of Plot 30.

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[43] It follows therefore that Mr. Kulaba (DW3) and his Aide; Mr. Kitaka (DW1) did not follow the demarcations allegedly made by the deceased when they created the suit Plot No. 524 which did not exist during the lifetime of the deceased, or at all. On the basis of the law cited below, that purported Plot 524, is invalid and amounts to nothing.

[44] It is trite law that the Government of Uganda or a local Government shall hold in trust for the people and protect natural lakes, rivers and wetlands e.t.c (environmentally sensitive areas) for the common good of all citizens of Uganda, and shall not lease out, or otherwise alienate any of these areas, but may grant only concessions, licenses or permits, subject to the law.

See Article 237 (2) (b) of the Constitution of Uganda, Section 44 (1) & (4) of the Land Act, and Regulations 2 & 30 of the National Environment (Wetlands, Riverbanks and Lakeshores Management) Regulations, 2000.

[45] By reason of the above, it is my Judgment that Mr. Kulaba (the Defendant) knowingly misrepresented the truth about the suit Plots: 89 and 524. He unconscientiously and dishonestly dealt with the family of the late Kisomba Ladislawa Matovu and deliberately left out Mr. Mulindwa in the final agreement (DEX 3). He deceived and induced the trio and their Aunt: Ms. Namaganda (DW2) to surrender the rights of the beneficiaries to the estate in the 13 acres of the suit Kibanja, in exchange for only 4. 288 acres instead of the agreed 5.5 acres.

A variance of 1. 21 acres. Mr. Kulaba's said actions thus fall squarely within the

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definition of 'fraud' and 'fraudulent acts' as laid out under paragraph [14] of this Judgment.

[46] In the same vein, the undated MoU (DEX 3) that was executed without letters of administration and that purports to bind the other beneficiaries of the deceased's estate, is invalid. See Section 192 of the Succession Act¹⁰, as Amended.

[47] In the result, I hold issue No. 1 in the affirmative. Mr. Kulaba (the Defendant) dealt fraudulently with the Plaintiff's siblings.

Issues Nos. 2 & 3 Jointly:

Whether the Plaintiff is entitled to receive 1. 12 acres from the Defendant?

Whether there are any other remedies available to the Parties?

[48] Having concluded as I have under issue No. 1, it follows that the Defendant: Mr. Kulaba is duty bound: legally and morally, and liable to make good to the said estate, and it's beneficiaries, the variance **of 1. 21 acres.** **To wit:** the variance between what he in fact exchanged with the family of the late **Kisomba Ladislawo Matovu**, and what he ought to have given them.

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¹⁰ Cap 162 as Amended by the Succession (Amendment) Act, 2022.

[49] By virtue of the uncontroverted minutes (**PEX 4**) of the Plaintiff's family meeting of August 3, 2019, I am persuaded, and hereby find, that the Plaintiff is entitled to receive the said **1. 21 acres of registered land** from the Defendant.

[50] That said, I am however alive to the fact that this case has overstayed in the court system since 2013 when it was first filed in the erstwhile disbanded Nakawa Circuit of the High Court. The land that formerly constituted plot 30 may have since exchanged hands to 3rd parties, and may no longer be available. In which circumstances, the Plaintiff is entitled to **the current market value of 1. 21 acres of the registered land that was formerly known as Plot 30.**

I accordingly hold issues Nos. 2 & 3 in the affirmative.

Decision of Court:

[51] In the final result, Mr. Mulindwa's (Plaintiff's) suit succeeds in the following terms

1. Judgment is entered for the Plaintiff against the Defendant (Mr. Kulaba)
2. The Defendant (Mr. Kulaba) shall, within sixty (60) days from the date of this judgment, pay to the Plaintiff (Mr. Mulindwa) the current market value of **1. 21 acres** of registered land formerly comprised in **Busiro Plot 30 at Bugiri –Bukasa Nalukenge – Katabi, in Wakiso District.**
3. To actualize the Order hereby made under in Clause 2 above, the Plaintiff is directed to immediately obtain a valuation report of the said 1. 21 acres and present the same to court for approval.

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3. No general damages are awarded, as none were proved.
4. The Costs of this suit are awarded to the Plaintiff against the Defendant.

I so Order,

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P. BASAZA - WASSWA
JUDGE

March 30, 2024

Judgment delivered electronically on the Judiciary ECCMIS Portal and via email to the parties: jasodio@gmail.com for the Plaintiff, and Is.advocates@gmail.com for the Defendant.