

THE REPUBLIC OF UGANDA  
IN THE LEADERSHIP CODE TRIBUNAL OF UGANDA AT KAMPALA  
IN THE MATTER OF THE LEADERSHIP CODE ACT 2002  
LCT NO. 012/2022

INSPECTORATE OF GOVERNMENT ::::::::::::::::::::::::::::::::::: APPLICANT

VERSUS

AMON NATWEBEMBERA ::::::::::::::::::::::::::::::::::: RESPONDENT

CORAM:      1. Hon. Dr. Roselyn Karugonjo-Segawa, Chairperson  
                 2. Hon. Asuman Kiyingi, Deputy Chairperson  
                 3. Hon. Jane Okelowange, Member  
                 4. Hon. Didas Bakunzi Mufasha, Member  
                 5. Hon. Joyce Nalunga Birimumaaso, Member

DECISION

Introduction:

1. This is an application brought under S.3 A (c) of the Leadership Code Act (LCA) and Rule 9 of the Leadership Code Tribunal Practice and Procedure Rules 2021 against the Respondent for breach of Section 4(2) and 4(10) of the LCA alleging failure to declare certain assets to the Inspector General of Government as required by the law.
2. The Applicant is a constitutional body with the mandate to enforce the leadership code of conduct through investigation of breaches of the LCA and prosecuting the offenders. The Respondent is a District Production Officer in Lyantonde District Local Government.

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**Representation:**

3. The Applicant was represented by Mr. Rogers Kinobe and Ms Jacqueline Sarah Mawemuko from the Inspectorate of Government while the Respondent was originally represented by M/S Kakama & Co. Advocates who were later replaced by Mr. Andrew Sebuliba of M/S Baraka Legal Associated Advocates.

**Facts:**

4. The Applicant filed this application dated 30<sup>th</sup> September 2022, against the Respondent alleging that he is a leader who had failed to declare some of his assets in the years 2017, 2019 and 2021 in breach of Section 4 (10) of the Leadership Code Act. The Applicant prayed for a declaration that the Respondent breached the Code when he failed to declare some of his assets to the Inspectorate of Government. The Applicant further sought an order that the Respondent be ordered to pay a fine not exceeding two hundred currency points (200) as provided under Section 35 (1) (a) (i) of the LCA amounting to UGX 4,000,000/= (Four million shilling only). The Applicant also sought an order to have the Respondent dismissed from office in accordance with Section 35 (1) (a) (iv) of the LCA and prayed for costs.
5. The Respondent in his reply dated 7<sup>th</sup> November 2022 denied the said breach. He stated that he was the District Production Officer of Lyantonde District having been promoted to this position on the 13<sup>th</sup> of April 2021 from the position of Principal Agriculture Officer in Bushenyi District Local Government. He also stated that he had duly declared his wealth for the period 2017, 2019 and 2021 as required by law and that the assets alleged not to have been declared (Grand Villa Inn - Mbarara Limited and Kyeibanga Farmers Financial Services) did not belong to him.
6. The Respondent contended that he had not paid for the 30 shares in Grand Villa Inn allotted to him in the Memorandum of Association and therefore had no asset therein to declare. Furthermore, that the company had remained dormant since incorporation, had not engaged in any business dealings/transactions under its name, did not purchase any assets in its name and did not have a bank account for running its operations. That for those

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reasons the Respondent found no need to declare the shares in the said company as his property.

7. With respect to Kyeibanga Farmers Financial Services Limited, the Respondent stated that he had been allotted 60 shares in the company but that he had not actualised his ownership of the same as he had not paid for the shares.
8. Further, that Kyeibanga Farmers Financial Limited had been dormant since incorporation. It had not engaged in any business dealings/transactions under its name and that its business stopped with incorporation. It purchased no assets under its name and did not have a bank account for running its operations.
9. The Respondent also denied any proprietary interest in Kyeibanga Livestock Farmers Cooperative Savings and Credit Society.

#### Background

10. On 15<sup>th</sup> November 2022 the matter came up for a scheduling conference.
11. The parties agreed that the Respondent was a leader who was required to make declarations of all his income, assets and liabilities.
12. The major issues identified by the parties for resolution by the Tribunal were whether the undeclared share interests in companies constituted assets, income and liabilities for the Respondent and whether the non-declaration breached the LCA.
13. The parties were then tasked to prepare a trial bundle, in preparation for the hearing. The 15<sup>th</sup> of December 2022 was the date fixed for the hearing of the matter by the Tribunal with the concurrence of both parties. However, shortly before the Tribunal adjourned, the Applicant's counsel informed the Tribunal that the Respondent's counsel had made a proposal that they explore possibilities for a settlement. The Respondent's counsel confirmed

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approaching the Applicant's counsel with the proposal and prayed that the door for mediation should remain open.

14. The Tribunal guided that the matter would proceed since a hearing date had already been set.
15. Before the hearing date on the 15<sup>th</sup> December 2022, counsel for the Respondent wrote a letter dated the 21<sup>st</sup> November 2022, which was received by the Tribunal on the same day. The said letter stated that the parties had reached a settlement and were "seeking guidance of the Tribunal on how to formalise the settlement between the parties and close the matter".
16. The letter stated that:

*"Reference is made to the subject wherein we represent the Respondent. The matter came up for scheduling on 15<sup>th</sup> November 2022 and the parties were instructed to file trial bundles by close of business on 21<sup>st</sup> November 2022. However, the parties agreed to settle the matter on the following terms;*

- (a) The Respondent pays a fine of one hundred (100) currency points.*
- (b) The Respondent receives a caution*
- (c) The Applicant shall open the online declaration system to enable the Respondent update his declaration of wealth.*

*The parties approached the office of the Registrar of the Tribunal to formalise this agreement on 19<sup>th</sup> November 2022 but were advised that the Registrar is unavailable until 1<sup>st</sup> December 2022".*

17. When the matter came up for the hearing on 15<sup>th</sup> December 2022, the Applicant's counsel confirmed that a proposal for settlement had been discussed between counsel for both parties, hence the letter of 21<sup>st</sup> November 2022, but that it had not been formally cleared through the internal clearance process of the Applicant, the Inspectorate of Government. The Respondent

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also reiterated his prayer to have the matter referred for mediation to conclude the settlement on the said agreed terms.

18. Once again, this request was declined by the Tribunal on grounds that it was uncalled for and contrary to LCT Rules of Practice and Procedure. It was noted by the Tribunal that since the Respondent had admitted the breach what remained for the Tribunal was determination of the appropriate sanctions in accordance with the provisions of the LCA, taking into account all possible mitigating factors which both parties were at liberty to draw the Tribunal's attention to.

19. Respondent's counsel was then asked to confirm whether or not his client admitted the breach as alleged by the Applicant. He answered in the affirmative after conferring with the Respondent. He stated that:

*"... the Respondent admits having not declared the interests as set out in the complaint. He also admits being a subscriber as set out in the complaint. However, there were circumstances around how the omission arose".*

20. The Tribunal noted the admission of the breach and tasked the parties to make submissions on the appropriate sanction in the circumstances.

**Submissions:**

21. Counsel for the Applicant addressed one single issue in her submission of 19<sup>th</sup> December 2022. She contended that the Respondent's investigations had revealed that the Respondent had 30 shareholdings in both Grand Villa Mbarara Limited and Kyeibanga Farmers Financial Services Limited and that the Memorandum and Articles of Association for the company files at the company registry did not indicate the transfer of the said shares to any other person.

22. On the Respondent's claim, that since the shares were not paid for they were not assets to be declared, Applicant's counsel stated that the law requires all

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interests to be declared whether as income, assets or liabilities. If the Respondent deemed the shares to be liabilities he was still required by law to declare them as such. The Respondent's failure to pay for his shares, and failure of the company to commence business, fall far too short of the standard for a reasonable explanation for his failure to declare assets under the LCA.

23. On penalties, the Applicant sought to depart from the original prayers citing the "spirit of Alternative Dispute Resolution". Further that the Respondent had not wasted the Applicant's time and resources that would have been expended on a full trial. She accordingly prayed for the following penalties:
- (i) A declaration that Mr. Amon Natwebembera breached the code when he failed to declare some of his assets to the Inspectorate of Government in 2017, 2019 and 2021;
  - (ii) An order to pay a fine of one hundred (100) currency points and
  - (iii) A caution
24. In his submission of the 19<sup>th</sup> December 2022 the Respondent reiterated his earlier prayer to have the issue of the appropriate sanction referred to mediation. Apparently, counsel for the Respondent made the submission on the assumption that on the 15<sup>th</sup> December 20122 when the matter came up for hearing the Tribunal had advised the parties to file submissions on whether or not the matter should be referred to mediation. This was a strange misunderstanding of the Tribunal's direction given the clarity on record with which it was given. It is also intriguing that counsel for the Applicant correctly understood the Tribunal's directive and made the submissions as directed by the Tribunal but counsel for the Respondent did not.
25. Counsel for the Respondent justified his fresh appeal to refer the matter for mediation on three grounds, namely that the only issue for determination is a trivial legal principle; the omission to declare the impugned properties was inadvertent and not intended to mislead the Inspectorate of Government; and that the respondent was repentant and willing to make good the omission by updating his declaration.

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26. On the "trivial legal principle" in question, counsel submitted that unpaid for subscribed shares remain shares for the company and not the subscriber. The Respondent was therefore under no obligation to declare them. He said this differed from the Applicant's position who maintained that the shares were owned by the subscriber hence declarable interests. Counsel for the Respondent submitted that this was a very simple matter that did not require a full trial to resolve but ought to be mediated.
27. Regarding the omission to declare, counsel for the Respondent submitted that at all material times the Respondent was under the impression that his interest in the said companies was not his property and as such did not warrant declaration. It is for this reason that the Respondent had omitted to include the said shares in the declarations for the years 2017, 2019 and 2021.
28. Counsel for the Respondent further submitted that the Respondent had declared his interest in four bank accounts held with Stanbic bank, DFCU bank and Bushenyi Development SACCO and declared four different parcels of land with a combined worth of UGX 40,000,000/= (Forty million shillings only). Counsel contended that having declared property which was more valuable than the shareholding which the Respondent omitted to declare, it could not be that he was hiding illicit wealth. That the undeclared companies were in any case shell companies with no actual financial value.
29. Regarding penalties, counsel for the Respondent submitted that at all times during the investigations and until the matter came up before the Tribunal, the Respondent had been cooperative and repentant. That it was in the same spirit that the Respondent had instructed his lawyers to commence negotiations with the Applicant upon hearing that the matter could end up in the Tribunal and possibly lead to his dismissal as stipulated in the Leadership Code Act. Counsel further submitted that the Respondent was willing to make good his omission and follow whatever guidance is given by the Tribunal in

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the spirit of quickly resolving the matter which he prayed should be referred for mediation.

**Issues:**

30. (i) Whether or not the matter should be referred for mediation.  
(ii) Whether or not there was a breach  
(iii) What remedies are available to the parties

**Resolution of issues by the Tribunal:**

31. **Whether mediation is appropriate**

We need to dispose of this issue at the outset before delving into other matters.

Mediation is provided for under rule 29 of the Leadership Code Tribunal (Practices and Procedure Rules), Statutory Instrument No. 53 of 2021. Rule 29 states thus:

**Scheduling Conference**

- (1) *The Tribunal shall hold a scheduling conference to determine points of agreement and disagreement, the possibility of mediation or any other form of settlement.*
- (2) *Where the parties reach an agreement under sub rule (1), the Tribunal shall immediately enter a consent judgement or decision.*
- (3) *For purposes of the scheduling conference under sub rule (1), the parties shall appear before an appointed member of the Tribunal or the Registrar within seven working days after filing of the reply by the Respondent with the Tribunal under rule 15, to agree on the following matters:*
- (a) *the fact;*  
(b) *the issues for determination by the Tribunal*

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- (c) *the authorities in support of the application or appeal or reply, if any; or*
    - (d) *any interlocutory application.*
  - (4) *The parties shall at the conferencing session agree on a trial bundle to be filed with the Tribunal on the next working day following the conferencing session.*
  - (5) *The agreed trial bundle shall include:*
    - (a) *the agreed facts;*
    - (b) *the issues for consideration by the Tribunal;*
    - (c) *the authorities to be relied on by the parties, if any; and*
    - (d) *the skeleton arguments in support of each party's case.*
  - (6) *At the conferencing session, the parties may consider Alternative Dispute Resolution and if desired by the parties the Judicature (Mediation) Rules, 2013 shall apply.*
32. At the conclusion of the scheduling conference on 15<sup>th</sup> November 2022 after the hearing date for the case had been fixed and counsel for both parties advised to file trial bundles, the Applicant and Respondent's counsel informed the Tribunal that they were engaged in some discussions with a view to reaching a settlement. The Tribunal guided that a mediation would not be entertained at that stage since a hearing date had already been set. The hearing was therefore to proceed.
33. Despite the clear decision and instructions by the Tribunal, however, Counsel for the Respondent kept on pushing for mediation. In a letter to the Tribunal dated the 21<sup>st</sup> November 2021 he informed the Tribunal that both parties had reached a settlement which they wanted registered by the Tribunal and the matter put to rest.

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34. No action was taken on the Respondent's letter by the Tribunal because it was contrary to the established practice and procedure stipulated in the LCT Rules and guidance of the Tribunal. Mediation could only be done with the permission of the Tribunal by a mediator duly designated by the Tribunal.
35. The attention of both parties was drawn to this irregularity when the matter came up for hearing on the 15<sup>th</sup> December 2022. Apologies were expressed and registered.
36. The above notwithstanding, and after admitting the breach, Counsel for the Respondent still prayed that determination of the appropriate sanction be referred to a mediator. The Tribunal declined the request and directed the parties to make submissions to justify the new proposed settlement terms which were a variation and a significant departure from the prayers in the Applicants Report of 20<sup>th</sup> September 2022 and the Application of 30<sup>th</sup> September 2022.
37. The Applicant and Respondent filed their submissions on the 19<sup>th</sup> December 2022 with Respondent's counsel reiterating, yet again, the twice rejected prayer to have the matter referred for mediation.
38. It is apparent to the Tribunal that the Respondent's insistence on mediation was merely for purposes of mitigating the penalty since the breach is admitted. In the Respondent's counsel's submission, the parties agree on all the issues and what remains is only a "trivial legal principle" which should not go for trial. We do not agree that legal principles, whether big or "trivial" should be the subject of mediation. Matters of the law remain matters of the law. Mediation can only be used to mitigate sanctions. We therefore find no merit in the application to refer this matter for mediation at this stage. The Respondent's application in this regard is therefore rejected.

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39. Before taking leave of this matter the Tribunal needs to make some clarifications regarding mediation and conduct of proceedings before the Tribunal.

40. According to Rule 3 of the Judicature (Mediation) Rules, 2013 mediation means:

*"the process by which a neutral third person facilitates communication between parties to a dispute and assists them in reaching a mutually agreed resolution of the dispute".*

41. The Civil Procedure Rules S.1 71 - 1 under Order 12 Rules 1 & 2 originally made it mandatory for mediation to be conducted before a case proceeds for trial. These rules have since been amended vide Civil Procedure (Amendment) Rules, S 1 No. 33 of 2019 to remove the mandatory requirement for mediation before trial: Rule 7 of order 11 A states that:

*"the parties shall, after compliance with directions in the summons and where the matter has not been referred to Alternative Dispute Resolution or referred to another court, produce a trial bundle for purposes of a scheduling conference before a trial judge ..."*

42. Clarifying the position on mediation after the 2019 amendment **Justice Boniface Wamala** in the case of **Caulton Douglas Kasirye Vs Sheema Ahumuza Bageine HCMA 150 of 2020** states:

*"There is, however, a further question regarding reference of matters to mediation. It was agreed by counsel for the Applicant that under Rule 4 (1) of the Mediation Rules (supra) it is mandatory for every civil action to be referred by the court for mediation before proceeding for trial. I need to point out, however, that this was the legal position until the 25<sup>th</sup> day of January 2019 when the Civil Procedure (Amendment) Rules, S.1 No. 33 of 2019 were passed. After the coming into force of the CPR as amended, the requirement for mandatory*

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*mediation ceased to apply. This is because the amendment rules set specific timelines from closure of pleadings up to the time of scheduling before a Judicial Officer. Reference to mediation is therefore an option that can be explored either during hearing the summons for directions or when the case is placed before the Judicial Officer for scheduling or hearing. This is clear from the provisions of Order 11 A Rule 7 (2) of the CPR as amended and under the guidelines for scheduling conference provided for under Form 14 B, Schedule 2, Part IV, item 2 (m) and 4 (o) of Appendix A as amended".*

43. The amendment sought to address the possible inefficiencies and delays that could result from mediation. In the case of **Geoffrey Wasswa V Army for Africa Limited and 2 others HCCS No. 127 of 2020** at P.8, making reference to **Kagimu Moses Gava and others Vs Sekatawa Muhammed and others. Misc. Appeal No. 25 of 2020**, Justice Florence Nakachwa concurs with Justice Olive Kazaarwe Mukwaya when she observed that:

*"the intention of the framers ... of the Civil Procedure Amendment Rule 2019 was to mitigate the delays and inefficiencies brought on by the officers of court and the parties in civil proceedings. In order that these rules achieve the desired objective, a holistic and judicious approach to their application should be adopted by the courts".*

44. Consequently, though the parties are allowed to have recourse to alternative dispute resolution under Rule 29(6) of the LCT Rules this will only be permitted when circumstances and the ends of justice warrant so.
45. Section 3 A of the Leadership Code Act states:

***Functions of the Inspectorate***

*In enforcing this Code, the Inspectorate shall carry out the following functions;*

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- (a) Receive, examine and verify declarations lodged with it under this Code;
- (b) Investigate or cause an investigation to be conducted into any alleged breach of this Code by a leader;
- (c) Make a report on any breach of this Code and refer the matter to the Tribunal for adjudication.
- (d) Prosecute breaches of the Code before the Tribunal;

If after verifying declarations lodged with it under the Code the Inspectorate's investigations establish that there was a breach of the Code, the Act requires the Inspectorate to submit a report to the Tribunal for adjudication and prosecute the breach.

- 46. Processes subsequent to establishment of a breach by the Inspectorate and/or filing the matter with LCT, like mediation or any other form of settlement, must flow from the Tribunal's adjudication function and under its guidance and direction.
- 47. Therefore, there should be no unguided or unauthorised mediation and settlements by the parties. As Justice Jotham Tumwesigye, JSC (as he then was) stated in *John Ken Lukyamuzi Vs Attorney General & Electoral Commission SCCA No. 2 of 2007* at pages 17 & 18:

*"..... I respectfully agree with counsel for the appellant that for a body or a person to be called a tribunal there must be an accuser and an accused person or parties with a dispute to resolve. The tribunal will then conduct a hearing and come to a decision which will then be binding on the parties. This in my view, is what the Leadership Code Tribunal under Article 235 A was established in the constitution to do..... I think both authorities can enforce the Leadership Code at the same time, the IGG bringing cases of violations of the Leadership Code as the accuser and the other Authority trying the cases and pronouncing a verdict on it as a tribunal".*

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48. It is quite evident from the above that once the Inspectorate's investigations establish that a leader or public officer breached the Code the matter must be referred to the Tribunal for adjudication and final disposal. Settlements or compromises reached after investigations establish a breach or after filing the matter with the LCT are, unless guided and or endorsed by the Tribunal, a violation of the law.
49. In view of the above, we reject the Respondent's application for mediation at this stage and proceed to determine the other issues.

**Whether there was a breach of the Leadership Code Act.**

50. Section 4(1) of the LCA states:
- (i) *A leader shall*
    - (a) *within three months after the commencement of this Code and*
    - (b) *thereafter every two years during the month of March submit to the Inspectorate a written declaration of the leader's income, assets and liabilities in the prescribed form.*
  - (ii) *A leader who makes a declaration under this section and is found not to have declared certain assets, income and liabilities or if the declaration is found to be false, the leader shall be taken to have breached this code.*
51. It was not in dispute that the Respondent was a leader required to declare his income, assets and liabilities under the LCA. The Respondent also admitted having not declared some of his assets but stated that he was under the mistaken belief that they were not declarable interests since they were unpaid for shares in the different companies. We do not agree that shares unpaid for in a company are not declarable interests. They are declarable interests.

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The Tribunal finds no merit in the Respondents argument in view of the explicit provisions of Section 4(6) of the LCA which states:

*(6) In this section, a leader shall be taken to have an interest where;*

*(a) in case of an income or assets*

*(i) it is owned by the leader;*

*(ii) it is owned by the leader with any other person;*

*(iii) it is held in trust by the leader for any other person; or*

*(iv) it is contained in a joint account for the benefit of the leader and any other person.*

52. It is trite law that shares in a company, whether paid for or not, are a unit of ownership of that company. Shares may be unpaid or partly paid in which case members then await calls which require them to pay (*see Dough Asmour, Company Compliance & Administration (2019) page 462.*
53. The Respondent was a founder member and principal subscriber to the Memorandum and Articles of Association to the companies in issue. He was a stakeholder in the company as owner of those shares and they were declarable interests.
54. He was therefore required to declare those interests and failure to do so amount to a breach. It is therefore our finding that the Respondent, based on his own admission through counsel as captured on page 8 paragraph 5 of the record of the Tribunal proceedings of 15<sup>th</sup> December 2022, and in counsel's letter of 15<sup>th</sup> November 2022, breached section 4(10) of the LCA by not declaring some of his assets as set out in the Application.

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## Sanctions

55. The sanctions for not declaring certain assets as required by law are stipulated under section 35(1). It states:

### *Penalties for breach of the code*

*A Leader or a public officer who commits a breach of this code shall;*

- (a) *in the case of a breach under Sections 4(10) and 4(A) (5), be liable to:*

- (i) *pay a fine not exceeding two hundred current pints;*
- (ii) *a caution;*
- (iii) *a demotion;*
- (iv) *dismissal from office;*
- (v) *have the excess or undeclared property confiscated and forfeited to the government where it is proved that the excess of undeclared property was unlawfully acquired.*

56. The original prayer by the applicant was for a fine of two hundred currency points (UGX 4,000,000/=) and dismissal of the Respondent from office. There was no prayer to have the undeclared property confiscated and forfeited to government as provided under section 35 (i) (v) though the Applicant report accuses the Respondent of dishonest behaviour.

57. According to the report:

*"It was established that Mr. Amon Natwebembera was disguising his property in other people's names. The property (Grand Villa Inn/Suites) belonged to him. He also owns 60% shares in M/S Kyeibanga Farmer's Financial Services Limited which deals in mobile money business among others".*

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58. Nevertheless, these statements by the Applicant were not formally proved before the Tribunal as no witness was called. In the agreed settlement with the Respondent tendered to the Tribunal, the Applicant opted for lighter sanctions in what they called the spirit of Alternative Dispute Resolution, to wit, that the Respondent be cautioned and pay a fine of 100 currency points.
59. Rule 56 (1) of the LCT Rules empowers the Tribunal to apply Civil Procedure Rules applicable in the High Court with necessary modifications in any matter relating to proceedings of the Tribunal for which the rules do not provide.
60. Order 25 Rule 6 of the Civil Procedure Rules provides that:

***Compromise of a suit***

*Where it is proved to the satisfaction of the court that the suit has been adjusted wholly or in part by any lawful agreement or compromise, or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject matter of the suit, the court may, on the application of a party, order the agreement, compromise, or satisfaction to be recorded, and pass a decree in accordance with the agreement, compromise or satisfaction so far as it relates to the suit.*

61. In view of the above, the irregularities in procedure notwithstanding, the Tribunal notes the compromise reached between the Applicant and Respondent and the reasons advanced for the same, namely, that the Respondent by the admission of the breach and opting for a negotiated settlement had saved the Applicant time and resources that would have been expended on a full trial. The Tribunal also notes the Respondent's plea for lenience on grounds that he was repentant and remorseful, and commitment to fully comply with the law by declaring all his assets.

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62. Taking into account all the above and circumstances of the case the Tribunal partially agrees with the parties with regard to scaling down the sanctions. We, however, do not agree that a caution as proposed by the parties is sufficient. We also do not accept that a fine of 100 currency points is adequate.
63. The requirement to declare income, assets and liabilities by a leader is a very important tool in the hands of the state and the general public to fight corruption. It helps to make it easier to identify potential cases of illicit enrichment, contributes to anti-money laundering and asset recovery. Non-declaration or not declaring some assets by a leader, undermines all these efforts, aiding tax evasion and permitting illicitly acquired wealth to be hidden and not accounted for. In the Ugandan specific context, non-declaration or non-declaration of some assets by a leader or public officer is also a stab in the back to the highly billed lifestyle audit which is meant to check illicit accumulation of wealth and corruption. The Tribunal therefore does not take the omissions by the Respondent lightly.
64. To set an example and send a signal to all leaders and public officers who may be tempted not to declare or conceal some of their properties, and as prescribed under section 35 we find that the demotion of the Respondent is an appropriate sanction in the circumstances. We are also imposing a fine of one hundred fifty (150) currency points amounting to UGX 3,000,000/= (Three million shillings only).

65. **Orders**

The Leadership Code Tribunal hereby makes the following orders:

- (i) That the Respondent declares all his income, assets and liabilities that have not been declared to the Inspectorate of Government;
- (ii) That the Respondent pays a fine of one hundred fifty currency points (150) equivalent of UGX 3,000,000 (Three Million Shillings only);

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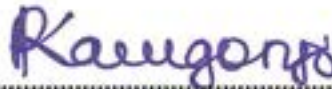
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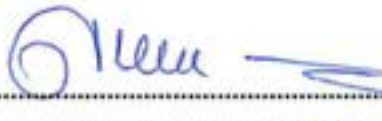
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- (iii) That the Respondent be demoted; and
- (iv) Each party shall bear their own costs.

Dated and delivered at Kampala this <sup>17<sup>th</sup></sup> day of January 2023



HON. DR. ROSELYN KARUGONJO-SEGAWA  
CHAIRPERSON



HON. ASUMAN KIYINGI  
DEPUTY CHAIRPERSON



HON. JANE OKELOWANGE  
MEMBER



HON. DIDAS BAKUNZI MUFASHA  
MEMBER



HON. JOYCE NALUNGA BIRIMUMAASO  
MEMBER