THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA (COMMERCIAL COURT DIVISION)

HCT-00-CC-CS-0083-2007

META PRODUCTS (U) LTD :::::::::::: PLAINTIFF

VERSUS

PEOPLE HEALTH CARE ::::::::::::::::::::::::: DEFENDANT

BEFORE: THE HONOURABLE MR. JUSTICE YOROKAMU BAMWINE

JUDGMENT:

The plaintiff sued the defendant to recover special damages in the sum of Shs.6, 030,220=, general damages, interest and costs of the suit. The defendant failed to file a defence within the statutory period or at all. Accordingly, an interlocutory judgment was entered in favour of the plaintiff under 0.9 r. 6 of the Civil Procedure Rules. In view of that judgment, the issue as to whether the defendant is liable to pay the outstanding debt of Shs.6,030,220= for pharmaceutical goods supplied to it by the plaintiff was determined by Court upon the defendant's failure to file a defence. The file was put before me for formal proof of damages. I have to decide whether the plaintiff is entitled to the remedies sought.

The plaintiff's first prayer is for a sum of Shs.6, 030,220=. I have already said that the plaintiff's liability to pay the said outstanding debt was determined when the defendant elected not to be heard on the matter by failing to file a defence. Besides, from the evidence of PW1, a director in the plaintiff company, the defendant obtained materials on credit. He exhibited Tax invoices/delivery notes (P. Exh. 1) to that effect. His evidence also shows that the defendant issued cheques to cover that payment, P. Exh. 11. There is evidence that the defendant has since paid Shs.1, 000,000= out of the entire sum, leaving the amount claimed in the plaint unsatisfied.

Despite promises to pay, the defendant has not done so. In these circumstances, the amount shall

be decreed to the plaintiff. I do so.

As regards general damages, PW1 testified that the plaintiff has been denied use of its money. It

operates on overdrafts. Neither the witness nor counsel proposed to me what they would deem a

reasonable award of general damages. Be that as it may, general damages are those which may

be presumed by law to be a necessary result of the harm alleged. The plaintiff may not prove

that he has suffered general damages. Court may make a presumption in their (damages) favour

once the plaintiff proves that the defendant owed him a duty which he breached. Taking into

account the facts of the case, the loss and inconvenience suffered by the plaintiff, and doing the

best I can, I consider a sum of Shs.500, 000= (five hundred thousand only) an adequate award of

general damages for the breach of contract. The special and general damages awards combined

shall attract interest of 25% per annum from the date of judgment till payment in full. The

plaintiff shall also have the costs of the suit.

In the result, judgment is entered for the plaintiff against the defendant in the following terms:

Special damages: U Shs.6, 030,220= (six million thirty thousand two hundred and (i)

twenty only).

General damages: U. Shs.500, 000= (five hundred thousand only). (ii)

(iii) Interest on (i) and (ii) above at the rate of 25% per annum from the date of judgment

till payment in full.

(iv) Costs of the suit.

Yorokamu Bamwine

JUDGE

31/05/2007

Order: The Registrar shall deliver this ex-parte judgment on my behalf on the due date.

Yorokamu Bamwine

JUDGE

31/05/2007

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