

The Applicant did not deny that Ascot Associates had borrowed. He however claimed that Ascot had paid back more than the 22,000,000/= the Respondent claimed to have received. When Court asked him as to how much had been paid back, he said he did not know.

In an application such as the one where the Applicant claims to have paid the Respondent, he or she must say how much has been paid back.

In considering whether a trial issue has been raised, there must be concrete defences to be raised and not guess work. The Applicant did not attach any receipt to show payment.

The intended written statement of defence does not raise any defence. In fact in paragraph 5 the Applicant concedes that the money borrowed was UGX 135,000,000/= which he is willing to pay at interest rate of 24% pa. I have considered that UGX 135,000,000/= attracted interest and penalties which are clearly spelt out in the Sanction Letter and the General Form of Guarantee the result of which I find no triable issue raised.

The application for leave therefore lacks merit, and is hereby dismissed with costs.

Judgment is hereby entered in favour of the Plaintiff in the sum of 231,547,352/= shillings.

The sum continues to attract interest as contractually agreed upon until payment in full.

The Defendant will also bear the costs of the suit.

Dated at Kampala this 1st day of March 2018.

HON. JUSTICE DAVID WANGUTUSI

JUDGE

