

THE REPUBLIC OF UGANDA  
IN THE HIGH COURT OF UGANDA AT KAMPALA  
[COMMERCIAL DIVISION]

M.A No. 988 of 2020

[Arising out of Civil Suit No. 823 of 2019]

CHARLES BROMEL MUWANGA LWANGA :::::::::::::::APPLICANT

VERSUS

BRIAN KATENDE:::::::::::::::::::::::::::::RESPONDENT

BEFORE: HON. JUSTICE DUNCAN GASWAGA

RULING

- [1] This is a ruling on an application brought under Order 25 rule 6 CPR, Order 52 rules 1&2 and Section 98 CPA for orders that; HCCS No. 823 of 2019 (*Charles Bromel Muwanga Lwanga Vs Brian Katende*) was and or has been compromised by the parties; Court do pass a decree in HCCS No. 823 of 2019 for payment by the respondent of a sum of Ugx 21,000,000/= and agreed costs of Ugx 5,000,000/= and that costs of this application be provided for.
- [2] The grounds of this application were set out in the affidavit of Charles Bromel Muwanga Lwanga and these were; *that the applicant filed Civil Suit 823 of 2019 against the respondent for Ugx 60,000,000/= and costs of the suit and during the pendency of the suit the respondent*

*paid a sum of Ugx 39,000,000/=, leaving a balance of Ugx 21,000,000/=. That by virtue of the respondent's payment the suit was adjusted and or compromised. It was stated further that by an agreement dated **05/02/2020** the respondent agreed to pay the balance in two equal installments and also the costs of the suit, however the various demands for the same yielded nothing. The application was opposed by the respondent.*

- [3] By way of written submissions Counsel for the applicant relied on Order 25 rule 6 CPR to state that; by the party's agreement, the suit was compromised and the same fact was never denied in the respondent's affidavit in reply. Also that the sums demanded were to be paid by 5/04/2020 and no such payment was made. Counsel concluded by stating that this court has the power to enter a decree following the compromise or adjustment of the suit by the parties and the sums in question are not denied and are liquidated. The respondent filed no submission and as such the court will consider only the pleadings filed on record by both parties. See Order 17 rule 4 CPR.
- [4] **Order 25 rule 6 CPR** states thus;

**Compromise of a suit.**

*"where it is proved to the satisfaction of the court that a 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 part 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."*

- [5] In **Sakaria Vs Nampost Limited [2020] NALCMD 5 (23 March 2020)** Masuku, J while relying on **Metals Australia Limited Vs Malakia Joses Amukutuwa (Case No. SA 31/2009)** and **Elizabeth Mbambus Vs Motor Vehicle Accident Fund [2013] NAHCMD 214** stated thus;

*“Shorn of all the frills, it would appear that a compromise or transactio is an agreement between or among parties to a dispute pending in court, in terms of which they settle the matter by reaching an agreement on how the matter will be resolved. This settlement thus brings the pending dispute to an end, the parties thereto retiring, so to speak, their arsenal, which was otherwise calibrated and prepared for assault in the heat of battle.”*

- [6] In the circumstances before us, the applicant sued the respondent for recovery of a sum of Ugx 60,000,000/=. Along the way, the respondent paid a sum of Ugx 39,000,000/= and the parties agreed to payment of the balance, Ugx 21,000,000/= in two instalments and for payment of the agreed costs of the suit, Ugx 5,000,000/=. **(See annexure “C” to the affidavit in support of the application)**. This court is inclined to agree with the applicant that this then was a final disposal of the civil suit.
- [7] The court’s decision is buttressed by the decision of O’Linn J in **Golin t/a Golin Engineering Vs Cloete NLLP (1) 1998 121 NLC, 13 December 1995, p123** wherein it was stated that;

*“when a party claims that there has been a full and final settlement, the court should recognize the settlement as a termination of the issues on the merits once the court has upon investigation of the settlement issue, been satisfied that there indeed was a settlement and that the settlement was voluntary, i.e. without duress or coercion, unequivocal and with full knowledge of its terms and implications as a full and final settlement of all the issues.”*

- [8] The agreement before this court presents as one entered in voluntarily and without any coercion. Indeed the same agreement was not denied by the respondent in their affidavit in reply. This then means that Civil Suit No. 823 of 2019 was compromised and thereby brought to its logical conclusion.
- [9] Accordingly, I find this application meritorious and grant it with the following orders;
- a) H.C.C.S No. 823 of 2019 (Charles Bromel Muwanga Lwanga Vs Brian Katende) was and /or has been compromised by the parties
  - b) the respondent pays Ugx 21,000,000/= and agreed costs of Ugx 5,000,000/= to the applicant as earlier agreed in the agreement
  - c) costs of this application be provided for

I so order

Dated, signed and delivered this 19<sup>th</sup> day of March 2021

  
Duncan Gaswaga

JUDGE