



THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA

(COMMERCIAL COURT DIVISION)

CIVIL SUIT NO. 675 OF 2016

ROKO CONSTRUCTION (R) LIMITED ===== PLAINTIFF

VERSUS

1. ENSON GLOBAL LIMITED

2. UMASUDAHAN NITHYANADAN ===== DEFENDANTS

BEFORE HON. MR. JUSTICE RICHARD WEJULI WABWIRE

JUDGMENT

The Plaintiff, like the 1st Defendant, is a foreign limited liability company. The 2nd Defendant is a director of the 1st Defendant Company.

The Plaintiff's claim is for breach of contract and recovery of sums owed to them by the Defendants, interest, general damages and the costs of this suit.

The facts as described in the Plaintiff's subordinate office at Kawempe, Kampala the Defendants contracted the Plaintiff to supply them with ready mixed concrete for a project in Kigali, Rwanda. That on 06th January 2015, the Plaintiff supplied the first Defendant with ready mixed concrete to their sites at Shango and Birembo substations in Kigali, Rwanda. An invoice for USD 309,719 (United States Dollars Three Hundred Nine Thousand Seven Hundred Nineteen) was sent to the Defendant.

That the Defendants paid two equal installments of RWF 100,000,000 on the 21st January 2015 and 27th March 2015 on the said invoice, leaving a balance of RWF 19,900,717.

30 Later on, the Plaintiff made further supplies and issued another invoice for USD 78,204.50 (United States Dollars Seventy-Eight Thousand Two Hundred Four and fifty cents only) on the 24th of February 2015.

35 The Plaintiff claims to have reminded the Defendants of the said debts and they acknowledged the same with a letter and also issued a postdated cheque No. 000124 of Bank of Kigali amounting to RWF 76,598,979 (Rwandan Francs Seventy-Six Million Five Hundred Ninety-Eight Thousand Nine Hundred Seventy-Nine) as payment and security thereof. Upon banking the said cheque, the Plaintiff was told that according to the Bank of Kigali laws and regulations, banks are not allowed to pay cheques of such heavy sums and so the cheque was never realized. The Defendants were informed of this set back and a further demand for payment of the debt was made by the Plaintiff, leading to a meeting being held in April of 2016. At 40 that Meeting, the Defendants acknowledged the debt and promised to pay up by July 2016. This promise was never fulfilled despite continuous reminders from the Defendant, hence this suit.

45 The Defendants filed a written statement of defence refuting the Plaintiff's claims of any outstanding debts. They contended that the suit discloses no cause of action in that regard. The Defendants also challenged the jurisdiction of this Court in entertaining and deciding this case arguing that the cause of action, if any, arose in Kigali, Rwanda since the Plaintiff supplied mixed concrete on a project in Kigali, Rwanda. They further contended that any claim for payment therefore, ought to be made and filed in the High Court of Rwanda as opposed to this Court.

50 In their view, this suit lacks merit for non-disclosure of the particulars of breach of contract and should be dismissed with costs.

55 On 18th February 2020 when the matter came up for hearing, neither the Defendants nor their Counsel was present in Court despite the fact that they were served with the Hearing Notice. An affidavit of service had been filed on record in that regard. The Plaintiff was represented by Kaggwa & Kaggwa Advocates, who filed written submissions after witness testimony.

A witness statement by a one Cecile Umugabekazi, the Commercial Administrator for the Plaintiff, who appeared and testified in Court on the day of the hearing was filed in this Court on 27th May 2019.

60 The following issues were framed for determination:

1. Whether this Court has jurisdiction to try this matter.

2. Whether the Defendants are indebted to the Plaintiff to a tune of RWF 76,598,979/= (Rwandan Francs Seventy-Six Million Five Hundred Ninety-Eight Thousand Nine Hundred Seventy-Nine).

65 3. Whether the Plaintiff is entitled to the remedies prayed for.

Issue 1

Whether this Court has jurisdiction to try this matter.

Counsel for the Plaintiffs contended that this Court has jurisdiction to try this matter. He cited **Art. 139(1)** of the **Constitution of the Republic of Uganda** which vests
70 unlimited original jurisdiction in all matters and such appellate and other jurisdiction as may be conferred upon it upon this Court. He further cited **Section 14(1)** of the **Judicature Act** which also provides for the unlimited original jurisdiction of the High Court of Uganda.

Counsel submitted that the Defendants' assertion in their written statement of
75 defence regarding lack of jurisdiction due to where the cause of action arose is wanting. He cited **section 15(c) of the Civil Procedure Act, Cap 71** which provides that subject to the limitations in section 11 to 14, every suit shall be instituted in a court within the local limits of whose jurisdiction the cause of action, wholly or in part, arises. Counsel argued that under Explanation 3 of the same section, for suits
80 arising out of contract, the cause of action arises within the meaning of that section, which, *inter alia*, includes in the place where the contract was made.

Plaintiff's Counsel alluded to the evidence of PW1 Cecile Umugabekazi, the Plaintiff's sole witness, stating that in the year 2015 at the Plaintiff's subordinate offices at Kawempe in Kampala district, the Defendants contracted the Plaintiff to
85 supply them with ready mixed concrete for a project in Kigali, Rwanda. This, he argued, is evidence not controverted by the Defendants.

Counsel further submitted that according to **Rule 4** of the **Constitution (Commercial Court) (Practice) Directions, 1996**, this case clearly falls within the jurisdiction of this honorable Court given the business relationship between the
90 Plaintiff and Defendants. Rule 4 provides for the Commercial Court Division to handle actions of a commercial or business nature, contractual or not.

Premised on the foregoing submissions, Counsel for the Plaintiff prayed that this issue is decided in the affirmative.

95 Considering that this matter proceeded ex parte, the defence case can only be discerned from their Written Statement of Defence filed in this Court on 26th September 2016, in which the Defendants denied every allegation by the Plaintiff, particularly that this Court has jurisdiction to try this matter.

They contended that this suit is incompetent for lack of jurisdiction for the following reasons:

- 100 i. That the Plaintiff did supply mixed concrete on a project in Kigali, Rwanda hence the claim for payment ought to be made or filed in the High Court of Rwanda as opposed to this Court.
- 105 ii. That this Court is not vested with the jurisdiction to try a matter whose cause of action arose in Kigali, Rwanda as clearly indicated under para. 6 (a) of the Plaintiff.

The Defendants also pleaded that they do not submit to the jurisdiction of this Court.

The question for determination is **whether this Court is vested with jurisdiction to entertain and decide on this matter.**

110 This Court derives its jurisdiction from **Art. 139(1)** of the **Constitution of the Republic of Uganda** which vests unlimited original jurisdiction in all matters and such appellate and other jurisdiction as may be conferred upon it by the constitution or any other law, upon this Court.

Section 14(1) of the Judicature Act also provides for the unlimited original jurisdiction of the High Court of Uganda.

115 The issue of jurisdiction was extensively dealt with by the Court of Appeal in the case of *Owners of Motor Vessel Lillian “s” v Caltex Oil Kenya Limited [1989] KLR I* in which Nyarangi JA, citing *Words and Phrases Legally Defined vol.3 I-N page 13* held:

120 *“By jurisdiction is meant the authority which a court has to decide matters that are litigated before it or to take cognizance of matters presented in a formal way for its decision. The limits of this authority are imposed by the statute, charter, or commission under which the court is constituted, and may be extended or restricted by the like means. If no restriction or limit is imposed the jurisdiction is said to be unlimited. A limitation may be either as to the*

125 *kind and nature of the actions and matters of which the particular court has cognisance, or as to the area over which the jurisdiction shall extend, or it*

130 may partake of both these characteristics. If the jurisdiction of an inferior court or tribunal (including an arbitrator) depends on the existence of a particular state of facts, the court or tribunal must inquire into the existence of the facts in order to decide whether it has jurisdiction; but, except where the court or tribunal has been given power to determine conclusively whether the facts exist. Where a court takes it upon itself to exercise a jurisdiction which it does not possess, its decision amounts to nothing. Jurisdiction must be acquired before judgment is given”

135 The Court of Appeal further held that:

140 “Jurisdiction is everything. Without it a court has no power to make one more step. Where a court has no jurisdiction there would be no basis for continuation of proceedings pending other evidence. A court of law downs its tools in respect of the matter before it the moment it holds the opinion that it is without jurisdiction”

The above case was relied on in another case of this Court, ***Ozoo Brothers Enterprises vs Ayikoru Milka, HC Civil Revision No. 02 of 2016*** in which **Justice Mubiru** held that:

145 “It is a fundamental principle that is also well established that a decree passed by a court without jurisdiction is a nullity and that its invalidity could be set up whenever and wherever it is sought to be enforced or relied upon, even at the stage of execution and even in collateral proceedings.”

150 Therefore, a Court either has the requisite jurisdiction or it does not. In the instant case which is a claim for breach of contract, **Section 15(C) of the Civil Procedure Act, Cap. 71** relied on by counsel for the Plaintiff is instructive. It is reproduced here for ease of reference;

“15. Other suits to be instituted where Defendants reside or cause of action arises.

Subject to the limitations in section 11 to 14, every suit shall be instituted in a court within the local limits of whose jurisdiction—

- 155
- (a) the Defendant or each of the Defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain;***
 - (b) any of the Defendants, where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries***

160 *on business, or personally works for gain, if in such case either the leave of the court is given, or the Defendants who do not reside or carry on business, or personally work for gain, as provided in paragraph (b), acquiesce in that institution; or*

(c) the cause of action, wholly or in part, arises.

165 *Explanation 1. —*

Explanation 2. — A corporation shall be deemed to carry on business at its sole or principal office in Uganda or, in respect of any cause of action arising at any place where it has also a subordinate office, at that place.

170 *Explanation 3. —In suits arising out of contract, the cause of action arises within the meaning of this section at any of the following places—*

(a) the place where the contract was made;

(b) the place where the contract was to be performed or its performance completed;

(c) the place where in performance of the contract any money to which the suit relates was expressly or impliedly payable.” (Emphasis)

175 The plain interpretation of that section is that a suit may be instituted within the local limits of a court based on where the cause of action arose wholly or in part, or depending on the residence or place of business of the Defendants at the time of commencement of the suit.

180 The Plaintiffs in paras. 4 & 10 of their Plaint claim that the Defendants’ place of business (Head offices) is Lumumba Avenue, opposite Twed Plaza in Kampala, Uganda. However, the Defendants denied this claim (para. 4 of WSD) but did not state the location of their head offices. Instead, they only provided an address of service for purposes of this suit as c/o Lugolobi Associated Advocates, Plot 683 Willis Road Namirembe Hill, P. O Box 34449, and Kampala. The Plaintiff’s
185 averment regarding location of the Defendants’ Head Offices is therefore uncontroverted.

190 The Defendants argue that the cause of action arose in Rwanda, because the contract was performed in Kigali where the supply of the ready mixed concrete was done. There is no evidence however, of where the contract was entered into with the Plaintiff to supply this concrete. The Plaintiff on the other hand, through the evidence of their sole witness, PW1 Cecile Umugabekazi, testified that in 2015 at

195 the Plaintiff's subordinate offices at Kawempe in Kampala district, the Defendants contracted the Plaintiff to supply them with ready mixed concrete for a project in Kigali, Rwanda. It appears though that there was no written contract to this effect since it was not provided by either party and this can only be implied based on the conduct of the parties; the Plaintiff supplied the ready mixed concrete and the Defendants made some payments signifying a mutual agreement.

200 I am in agreement with the Plaintiff's counsel that evidence of the place where the contract was made is not controverted by the Defendants by proving the contrary. Noteworthy, the criteria provided by Explanation 3 of section 15 of the CPA cited above requires meeting any of the three conditions but not all. One of the conditions has been met in this case and that is sufficient.

Order 8 rule 3 of the Civil Procedure Rules provides that every averment of fact not rebutted is deemed to be admitted. The provision states as follows;

205 *“Every allegation of fact in the Plaint, if not denied specifically or by necessary implication, or stated to be not admitted in the pleading of the opposite party, shall be deemed taken to be admitted, except as against a person under disability; but the court may in its discretion require such facts so admitted to be proved otherwise than by such admission.”*

210 The provision restates the rule of evidence found in **Section 57 of the Evidence Act** which provides that:

57. Facts admitted need not be proved.

215 *No fact need be proved in any proceeding which the parties to the proceeding or their agents agree to admit at the hearing, or which, before the hearing, they agree to admit by any writing under their hands, or which by any rule of pleading in force at the time they are deemed to have admitted by their pleadings; except that the court may, in its discretion, require the facts admitted to be proved otherwise than by such admissions.”*

220 A fact deemed to be admitted by any rule of pleading need not be proved unless the court otherwise deems at its discretion that it should.

In the premises and taking into account the evidence summarized above, I do not find it necessary to seek further proof. It is therefore the finding of this Court that the Plaintiff's assertion that the contract was made at the Plaintiff's subordinate offices at Kawempe in Kampala is undisputed and proved.

225 **Rule 4 of the Constitution (Commercial Court) (Practice) Directions, 1996**
mandates the Commercial Court Division to handle actions of a commercial or
business nature, contractual or not.

Given the nature of the relationship between the Plaintiff and Defendants, which I
find to encompass all the three attributes, namely, of a commercial, business and
230 contractual character, this case squarely falls within the jurisdiction of this honorable
Court. The Court is appropriately vested with the jurisdiction to handle this matter
based on the proven facts that the cause of action partly arose in Kampala because
the contract between the Plaintiff and Defendants was made in Kampala, Uganda
and that the Defendant's head offices are in Kampala, Uganda.

235 Issue No. 1 is accordingly answered in the affirmative.

Issue 2

Whether the Defendants are indebted to the Plaintiff to a tune of RWF 76,598,979/= (Rwandan Francs Seventy-Six Million Five Hundred Ninety-Eight Thousand Nine Hundred Seventy-Nine).

240 Counsel for the Plaintiffs submitted that it is a question of fact that the Defendants
are indebted to the Plaintiff to a tune of RWF 76,598,979/= (Rwandan Francs
Seventy-Six Million Five Hundred Ninety-Eight Thousand Nine Hundred Seventy-
Nine), that this question is answered through oral testimony and documentary
evidence.

245 Counsel alluded to the testimony of PW1 that on 06th January 2015, the Plaintiff
supplied the Defendants with ready mixed concrete and an invoice for USD 309,719
(United States Dollars Three Hundred Nine Thousand Seven Hundred Nineteen
only) as per *Exhibit PX1*.

250 That the Defendants paid two equal instalments of RWF 100,000,000 each of the
said invoice on the 21st January 2015 and on 27th March 2015 leaving a balance of
RWF 19,900,717.

Later, the Plaintiff made further supplies for which they issued another invoice of
USD 78,204.50 (United States Dollars Seventy-Eight Thousand Two Hundred Four
and Fifty cents) on 24th February which sum was never paid as per *Exhibit PX2*.

255 PW1 further testified that the Plaintiff reminded the Defendants of the said debts and
the Defendants acknowledged the indebtedness with a letter and also issued a post-
dated Cheque No. 000124 of Bank of Kigali amounting to RWF 76,000,000

(Rwandan Francs Seventy-Six Million only) but that the Cheques was rejected under the laws and regulations which prohibit such large sums to be paid by cheque. The payment was therefore not realized.

That a meeting was held with the Defendants at the Plaintiff's subordinate offices in Kawempe and the Defendants acknowledged the debt as seen from *Exhibit PX6* and promised to pay up by July 2016 but did not honor the undertaking.

In the circumstances, PW1 stated that the Defendants are therefore liable to pay the sum of RWF 76,598,979 (*Rwandan Francs Seventy-Six Million Five Hundred Ninety-Eight Thousand Nine Hundred Seventy-Nine only*).

Counsel submitted that PW1's evidence was uncontroverted and prayed that indeed court finds that the Defendants are indebted to the Plaintiff in the sum of RWF 76,598,979 (*Rwandan Francs Seventy-Six Million Five Hundred Ninety-Eight Thousand Nine Hundred Seventy-Nine only*).

The Defendants denied being indebted to the Plaintiff in any sum and hoped to raise a preliminary objection, which they did not. They contended that the Plaintiff did not provide any particulars of breach of contract in the Plaint, for which reason the suit lacked merit. These positions of defence were only stated in their written Statement of defence but were never expounded upon or supported by any evidence.

The matter proceeded ex parte.

I have examined the evidence and documents provided in order to determine this issue which is largely a question of fact.

It is undisputed from the evidence that there was a valid and existing contract between the parties, flowing from their conduct. The Defendants admit that the Plaintiff supplied them with ready mixed concrete and they in turn issued them with invoices at different occasions, some of which the Plaintiff admits were paid.

The Plaintiff adduced evidence through PW1 that from the initial supply, an invoice (*Exhibit PX1*) of USD 309,719 (United States Dollars Three Hundred Nine Thousand Seven Hundred Nineteen) was paid in two equal instalments on the 21st January 2015 and 27th March 2015 of RWF 100,000,000 leaving a balance of RWF 19,900,717. That the Plaintiff made further supplies thus issuing another invoice on 24th February of USD 78,204.50 (United States Dollars Seventy-Eight Thousand Two Hundred Four and Fifty cents) which sum was never paid as per *Exhibit PX2*.

290 According to *Exhibit PX3* (a letter from the Defendants), on September 2015, the
first Defendant wrote to the Plaintiff with the second Defendant as the undersigned,
acknowledging an outstanding debt of RWF 76,000,000 and promising to pay up by
05th October 2015. These funds were expected to come from a client (Isolux
Ingeniena S A) who owed the Defendants money. The letter contained a postdated
295 cheque (*Exhibit PX5*) drawn on 05th October 2015 in the sum of RWF 76,000,000
which cheque was later unrealized due to some legal and regulatory restrictions by
the Bank of Kigali.

Based on the above evidence, I find that the Defendants were indeed indebted to the
Plaintiff. This is evident from their acknowledgement letter and cheque drawn to
300 satisfy that debt.

It is unclear, however, how the computation was done to arrive at the figures stated.
Whereas the invoices were issued in United States Dollars, the payments from the
Defendants were being made in Rwandan Francs. The forex exchange rate used is
not stated by the Plaintiff. That notwithstanding, the Plaintiff claims RWF
305 76,598,979 (*Rwandan Francs Seventy-Six Million Five Hundred Ninety-Eight
Thousand Nine Hundred Seventy-Nine only*). However, based on the evidence of the
unrealized cheque and acknowledgement letter from the Defendants, both parties
agreed to the sum of RWF 76,000,000 (*Rwandan Francs Seventy-Six Million*).

I, therefore, find that the Plaintiff has only proven the sum of RWF 76,000,000
310 (*Rwandan Francs Seventy-Six Million*). It is unclear where the additional RWF
598,979 (*Rwandan Francs Five Hundred Ninety-Eight Thousand Nine Hundred
Seventy-Nine only*) is derived from.

In the result, the Plaintiff is entitled to RWF 76,000,000 (*Rwandan Francs Seventy-
Six Million*).

315 Issue number 2 is partly answered in the affirmative.

Issue No. 3

Whether the Plaintiff is entitled to the remedies prayed for.

Regarding the issue of remedies, the Plaintiff prayed for judgment against the
320 Defendants for;

- i. RWF 76,598,979

- ii. General damages
- iii. Interest on (i) above at the rate of 20% per annum from the date of breach and on (ii) above at the court rate from the date of judgment till payment in full.
- 325 iv. Costs of the suit

As for damages, counsel submitted that these are awarded at the discretion of Court.

He cited the case of **Nilecom Ltd vs Kodjo Enterprises, CS No. 0018 of 2014** where Justice Stephen Mubiru held that in cases of belated payment of money, the assessment of general damages is by way of interest which the money would attract
330 during the period of breach, taking the rates of interest and inflation into account.

He proposed that an interest rate of 15% per annum on RWF 76,598,979 would suffice given the inconvenience caused to the Plaintiff by the delayed payment calculated to the sum of RWF 11,489,847 as general damages.

Citing the decision in ***Sietco vs Noble Builders (U) Ltd, Supreme Court Civil Appeal No. 31 of 1995***, Counsel for the Plaintiff submitted that interest on the
335 principle amount of RWF 76,598,979 is a matter of Court's discretion in considering what rate of interest the aggrieved is to be awarded. He submitted that in the instant case, which is of a commercial nature involving the supply of ready mixed concrete not paid for, consideration should be made to the several years gone by without
340 payment being made by the Defendants.

He cited on **section 26(1)** of the **Civil Procedure Act** which provides that where the interest is not agreed upon by the parties, court should award interest that is just and reasonable. As was in the case of ***Shipping GL (U) Ltd V P.N Mashru Limited, Misc Application No. 1099 of 2017***, counsel believes and submits that the interest
345 rate of 20% per annum from the date of breach to the date of payment is just and reasonable in the circumstances at hand.

Regarding interest on general damages, counsel submitted that the Plaintiff is entitled to it and that as already seen in the submission on interest on the principle amount, interest is at the discretion of Court. It was counsel's prayer to be granted
350 interest on general damages at the court rate from the date of judgment till payment in full.

Counsel drew the Court's attention to **Section 27** of the **Civil Procedure Act**, which provides that costs of any action, cause or matter follow the event, unless Court for good cause orders otherwise. He submitted that there was no reason to disentitle the
355 Plaintiff the costs of the suit and prayed for costs to be awarded accordingly.

Generally, the Defendants pleaded for dismissal of the suit with costs on the grounds that the suit is frivolous, vexatious, unmerited and that the suit discloses no cause of action against the Defendant because the Defendants are not indebted to the Plaintiff in any sum.

360 The finding of Court has already been made regarding the quantum of the claim as placed by the Plaintiff at **RWF 76,598,979** (*Rwandan Francs Seventy-Six Million Five Hundred Ninety-Eight Thousand Nine Hundred Seventy-Nine only*). Court arrived at the conclusion that the Plaintiff is owed a sum of RWF 76,000,000 (*Rwandan Francs Seventy-Six Million*) for the reasons stated by Court when
365 resolving Issue No. 2.

General damages

According to Lord Macnaghten in the case of **Stroms vs Hutchinson [1905] AC 515**, general damages are such as the law will presume to be the direct natural or probable consequence of the act complained of.

370 Counsel relied on the case of *Nilecom Ltd vs Kodjo Enterprises (supra)* for the proposition that the normal measure of damages in cases of belated repayments of money is by way of interest which the money would attract during the period of breach, taking the rates of interest and inflation into account. I agree with this principle.

375 Where money has been withheld or belatedly paid, damages are a factor of interest on returns that the money would have otherwise attracted had it been in the right hands or at the exposure of the claimant. Because the defendants made an obligation to pay definite sums of money arising out of the contractual transaction for delivery of ready mixed concrete cement, interest is allowable as damages for the principle
380 sum withheld.

Counsel prayed that the same interest rate of 15% per annum be applied on the principle sum.

This would suffice in damages, given the inconvenience caused to the Plaintiff for the delayed payment.

385 Interest

Where interest has not been agreed upon by the parties, as in the instant case, Court should award interest that is just and reasonable, per (*Section 26(1) of the Civil Procedure Act*).

In the case of *Nilecom* (supra), which was cited by the Plaintiffs, it was held that in
390 determining a just and reasonable rate, courts take into account the ever rising
inflation and drastic depreciation of the currency. That, the Plaintiff is entitled to
such rate of interest as would not neglect the prevailing economic value of money,
but at the same time one which would insulate him or her against the economic
vagaries and the inflation and depreciation of the currency in the event that the
395 money awarded is not promptly paid when it falls due. In that case, Court relied on the
cases of **Mohanlal Kakubhai Radia v. Warid Telecom Ltd, H. C. Civil Suit No.
234 of 2011** and **Kinyera v. The Management Committee of Laroo Boarding
Primary School, H. C. Civil Suit No. 099 of 2013**) to award an interest rate of 8%
per annum on the general and special damages from the date of judgment until
400 payment in full.

I find the rate of 15% per annum to be reasonable in the circumstances.

Having awarded the principal sum of *RWF 76,000,000 (Rwandan Francs Seventy-Six Million)*, I award damages arrived at by application of interest at a rate of 15%
per annum on this sum, from 05th October 2015 which is the date of first default till
405 the date of judgment.

I find no reasons to deviate from the position taken by the honorable courts in the
foregoing cases. I award interest on the damages at the rate of 8% per annum from
the date of judgment until payment in full.

Costs of the suit

410 **Section 27** of the **Civil Procedure Act** establishes the principle that costs of any
action, cause or matter shall follow the event unless Court for good cause orders
otherwise.

Given my findings in Issues No. 1 & 2, in favor of the Plaintiff, costs of this suit are
awarded to the Plaintiff.

415 In the final result, Judgment is entered for the Plaintiff against the Defendants in the
following terms:

- a. RWF 76,000,000 (*Rwandan Francs Seventy-Six Million*) as the principle sum owed by defendant to plaintiffs.
- 420 b. General damages payable to the Plaintiff, derived at a rate of interest of 15% per annum on the principle award of RWF 76,000,000 (*Rwandan Francs Seventy-Six Million*) in (a) above, from 24th February 2015 to date of judgment.
- c. Interest on the award in (a) and (b) above at the rate of 8% per annum from the date of judgment until payment in full.
- 425 d. The costs of the suit.

Delivered and signed copies placed on the Court file this 2nd Day of September, 2020.

430 Richard Wejuli Wabwire

JUDGE

Present in Court:

- 1. 2.

435

- 3. 4.