

**THE REPUBLIC OF UGANDA**

**IN THE HIGH COURT OF UGANDA AT KAMPALA**

**[COMMERCIAL DIVISION]**

**ARBITRATION CAUSE NO. 13 OF 2020**

**IN THE MATTER OF THE ARBITRATION AND CONCILIATION ACT  
CAP 4. LAWS OF UGANDA**

**AND**

**IN THE MATTER OF RULES 2 AND 3 OF THE ARBITRATION RULES**

**AND**

**IN THE MATTER OF FILING AND REGISTRATION IN THE HIGH  
COURT, OF AN ARBITRAL AWARD BY THE LEARNED ARBITRATOR  
EVANS TUSIIME OF THE CENTRE FOR ARBITRATION AND DISPUTE  
RESOLUTION (CADER)**

**BETWEEN**

**WASAJJA HENRY ::::::::::::::::::::::::::::::::::::::CLAIMANT**

**VERSUS**

**SYLVER TECHNICAL SERVICES (U) LTD::::::::::::::::::::RESPONDENT**

**(ARISING FROM CAD/ARB NO. 60 OF 2019 AT THE CENTRE FOR ARBITRATION  
AND DISPUTE RESOLUTION)**

**AND**

**THE MEMORANDUM OF UNDERSTANDING BETWEEN SYLVER TECHNICAL  
SERVICES (U) LTD AND MR. WASAJJA HENRY**

**BEFORE: HON. JUSTICE DUNCAN GASWAGA**

**RULING**

- [1] This is a ruling on an application for recognition and enforcement of an arbitral award arising from Centre for Arbitration and Dispute Resolution within the terms of Section 35 and Section 36 of the Arbitration and Conciliation Act 2013.
- [2] The background of this application is that an arbitral award was entered on the 17/07/2020 and a taxation award in the matter was also entered on the date of 08/09/2021 by the learned arbitrator Mr. Evans Tusiime. The claimant filed and registered the arbitral award on the 08/10/2020 together with the arbitral agreement as required under Section 35(2) of the arbitration and Conciliation Act and the rules in the first schedule of the Act. The claimant has complied with rule 4 of the arbitration rules and there is an affidavit of service on the file dated 25/11/2020
- [3] It was further submitted by the applicant that the time prescribed under Section 34(3) of the Act within which the respondent may apply to set aside the arbitral award had expired and in the premises prayed that this Court be pleased to recognize the award as binding on the parties and also be pleased to enter a decree in the terms of the arbitral award for purposes of subsequent enforcement.
- [4] The respondent had no objection to the application and stated that there was no objection to the prayers made by the applicant. The respondent further prayed that court takes recognition that the respondent had undertaken a commitment and had made a payment of Ugx 11,000,000/= to the claimant and by 27/09/2021 Ugx 2,000,000 will be advanced to the claimant. The respondent further prayed that the award be recognized and a decree entered with modifications as per the set off.

- [5] Section 35 of the Arbitration and Conciliation Act 2013 is to the effect that;

**35. Recognition and enforcement of award**

- 1. An arbitral award shall be recognised as binding and upon application in writing to the court shall be enforced subject to this section.*
- 2. Unless the court otherwise orders, the party relying on an arbitral award or applying for its enforcement shall furnish—*
  - a. the duly authenticated original arbitral award or a duly certified copy of it; and*
  - b. the original arbitration agreement or a duly certified copy of it.*
- 3. If the arbitral award or arbitration agreement is not made in the English language, the party shall furnish a duly certified translation of it into the English language.*

- [6] Section **36 of the Arbitration and Conciliation Act 2013** is to the effect that;

**36. Enforcement**

*Where the time for making an application to set aside the arbitral award under section 34 has expired, or that application having been made, it has been refused, the award shall be enforced in the same manner as if it were a decree of the court.*

- [7] I have diligently perused the application and all the accompanying documentation. The application fulfils all the requirements of the relevant provisions of the law. Moreover, the respondents have not

objected to the application nor applied to have it set aside. Accordingly, I find the application meritorious and it is hereby granted. The court therefore recognizes the said arbitral award as binding on the parties and a decree, in the terms prescribed therein, (*Payment by the respondent to the claimant a sum of Ugx 14,760,000/= as unpaid balance for the work done by the claimant and payment by the respondent to the claimant of Ugx 6,199,200/= as compensation for delayed payment*) together with the taxed costs (of Ugx 8,811,060/=) is henceforth entered.

**I so order**

**Dated, signed and delivered this 24<sup>th</sup> day of September 2021**



**Duncan Gaswaga**

**JUDGE**