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**THE REPUBLIC OF UGANDA  
IN THE HIGH COURT OF UGANDA AT KAMPALA  
(COMMERCIAL DIVISION)  
CIVIL SUIT No. 605 OF 2020**

**SERUYANGE NALWANGA AGNES ..... PLAINTIFF**

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**VERSUS**

**JOSHUA SSERWANGA MUGWISA ..... DEFENDANT**

**BEFORE: HON. LADY JUSTICE SUSAN ABINYO**

**JUDGMENT**

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Introduction

The Plaintiff instituted this suit against the Defendant for breach of contract seeking to recover USD 25,650(United States Dollars Twenty Five Thousand, Six Hundred Fifty only), general damages, interest and costs.

Facts

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The brief facts are that sometime in 2015, the Defendant, who is a Cousin to the Plaintiff, had a financial challenge that caused his business to collapse. That the Defendant being desirous of reviving his business, requested the Plaintiff for financial help by way of a personal loan. That the Plaintiff advanced to the Defendant a sum of USD 22,000(United States Dollars Twenty Two Thousand only) and the Defendant agreed to repay the same within a period of one year. That after the expiration of the agreed period, the Plaintiff approached the Defendant for the repayment of her money however, the Defendant instead requested the Plaintiff to give him extension of time by the end of the year 2017 to pay. That the Plaintiff accepted the Defendant's request but he still failed to pay any deposit on the entire sum owed.

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That on 29<sup>th</sup> October, 2019, after some attempts of mediation, and meetings by other family members, it was further agreed by both parties that the Defendant be given another grace period of nearly one year at a consideration of USD 5,000(United States Dollars Five Thousand Only). An agreement was executed to that effect. A copy of the loan agreement was attached and marked Annexure"

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5 A". That in the said loan agreement, the Defendant was required to pay the  
outstanding loan in 7(seven) instalments with the first installment falling due on 20<sup>th</sup>  
December, 2019 and the last instalment by 20<sup>th</sup> September, 2020. That under  
clause G of the said agreement, it was agreed that upon default of any of the  
agreed instalments, the whole sum owed was to become due, and recoverable  
10 summarily by the Plaintiff. That the Defendant's deliberate refusal to pay the  
Plaintiff the above instalments which fell due on 20<sup>th</sup> December, 2019 amounts to  
breach of contract.

That upon serving the Defendant with the demand notice on the 9<sup>th</sup> day of July,  
2020, the Defendant deposited the sum of UGX 5,000,000(Uganda Shillings Five  
15 Million Only) which is equivalent to USD 1,350 (United States Dollars One Thousand  
Three Hundred and Fifty only), into the Plaintiff's Bank Account on 15<sup>th</sup> July, 2020.  
That the Defendant currently owes the Plaintiff a total outstanding amount of USD  
25,650 (United States Dollars Twenty Five Thousand, Six Hundred Fifty only). That  
despite repeated reminders, the Defendant has since refused, neglected and, or  
20 failed to refund the entire sum without any justification. That the Defendant's acts  
show a deliberate intention not to refund the Plaintiff's money. That the  
Defendant is in total breach of the said contract for which he should be held  
liable.

The Defendant did not file a written statement of defence despite proper and  
25 effective service of Court process upon him as seen in the affidavit of service filed  
on Court record.

The Plaintiff applied for an interlocutory judgment under Order 9 Rule 8 of the Civil  
Procedure Rules SI 71-1, which was entered by the Registrar of this Court on 7<sup>th</sup>  
April, 2021, and the suit was set down for formal proof hence this Judgment.

### 30 Representation

The Plaintiff was represented by Counsel Julian Nakirijja of M/s Ssewagudde,  
Kalema & Co. Advocates. Counsel for the Plaintiff did not file written submissions  
as directed by this Court.

### Issues

35 Counsel for the Plaintiff had filed a scheduling memorandum, in which issues for  
determination by Court were stated as follows;

1. Whether the Defendant is indebted to the Plaintiff in the sum of USD 25,650?
2. What remedies are available to the parties?