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**THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
(COMMERCIAL DIVISION)
CIVIL SUIT No. 680 OF 2019**

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WENDY PAYNE ANGELA PLAINTIFF

VERSUS

1. MUSHRA TRAVEL AGENCY LIMITED

2. UGANDA TOURISM BOARD DEFENDANTS

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BEFORE: HON. LADY JUSTICE SUSAN ABINYO

JUDGMENT

Introduction

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The Plaintiff brought this suit against the Defendants jointly, and severally for breach of contract, seeking the following remedies: declarations that the 1st Defendant breached the contract, and that the 2nd Defendant is liable in negligence, and in breach of its statutory duty to protect the Plaintiff, and orders for recovery of USD 17, 625 (United States Dollars Seventeen Thousand Six Hundred

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Twenty Five), and USD 12,111 (United States Dollars Twelve Thousand One Hundred Eleven) in special damages, general damages, interest, and costs of the suit.

Facts

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The Plaintiff's brief facts giving rise to the cause of action against the Defendants are that on the 13th day October, 2017, the Plaintiff contacted the 1st Defendant, which holds itself out as a tour operator through email for a 14-day tour package for four (4) adults, to be undertaken in mid-January, 2019. That on the 14th day of October, 2017, the 1st Defendant through its Director Mr. Ahabwe Michael Mugerwa, by email offered the Plaintiff various luxury tour package options to fit her inquiry from which the Plaintiff picked the first option.

5 That throughout the late 2017, and 2018, the Plaintiff kept in contact with the 1st
Defendant to plan for the tour scheduled for January, 2019 through email
correspondences, and made various financial payments towards booking
permits, accommodation, and transport for the trip. That by the time of her trip
with the family to Uganda, the Plaintiff had disbursed a total of USD 17, 325(United
10 States Dollars Seventeen Thousand Three Hundred Twenty Five) to the 1st
Defendant by Bank transfers and International money transfer systems.

That at all times, the 1st Defendant through its Director Ahebwa Mugerwa Michael
assured the Plaintiff that the preparations were ongoing, and that all the bookings
had been secured for the Plaintiff, and her family members to enjoy the luxury
15 tour.

That the Plaintiff and her family arrived in Uganda on the 17th day of January,
2019, and to her disappointment when she arrived at Entebbe International
Airport, they were not picked by Mr. Ahebwa Mugerwa Michael as promised but
other emissaries, and taken to Central Inn instead of Protea Hotel by Marriot,
20 which they had paid for.

That the Plaintiff travelled to South Western Uganda for an excursion on the
Kazinga channel and Gorilla trekking, where she incurred additional expenses of
accommodation, and securing services of a tour guide that had been paid for.
That due to the additional expenses that she had incurred, the Plaintiff and her
25 family could not complete the tour and on 28th January, they returned to
Kampala. That the Plaintiff reported the 1st Defendant's breach of the contract to
the 2nd Defendant, and officials from the 2nd Defendant led the Plaintiff to Uganda
police where she recorded statements. That the Plaintiff and her family later
boarded a flight back as scheduled.

30 That the Plaintiff through her Lawyers inquired from the 2nd Defendant whether
the 1st Defendant was duly licensed to carry out a tour operator business in
Uganda but she never received a response at all. That the Plaintiff was further
shocked to learn that the 2nd Defendant has not been issuing out licences for the
last three years to tour operators, for which the 2nd Defendant is held liable in
35 negligence for failing to regulate, and enforce standards in the tourism sector as
required by law.

The 1st Defendant did not file a defence, and the Plaintiff proceeded with the suit
exparte against the 1st Defendant.

5 The 2nd Defendant, in its written statement defence stated that it is a statutory Government body mandated under the Uganda Tourism Act, 2008 to monitor, and enforce standards in the tourism sector. The 2nd Defendant denied the allegations of negligence by the Plaintiff, and contended that it has diligently executed its statutory mandate, and continues to do so, and that the Plaintiff and
10 the 1st Defendant engaged in a commercial contractual transaction, to which the 2nd Defendant was not a party.

Representation

The Plaintiff was represented by Counsel John Musiime jointly with Counsel Kenneth Agaba of M/S Kyagaba & Otatiina Advocates while the 2nd Defendant
15 was represented by Counsel Irene Nuwabiine jointly with Counsel Aidah Wadah of the Legal Department, Uganda Tourism Board.

Issues for determination

The following issues were agreed upon for Court's determination during the scheduling proceedings.

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1. Whether the 1st Defendant breached its contract with the Plaintiff?
 2. Whether the 2nd Defendant breached its statutory duties to the Plaintiff?
 3. Whether the 2nd Defendant is liable to the Plaintiff in negligence?

In accordance with Rule 5(1) of the Civil Procedure Rules SI 71-1, this Court framed issue No.4 as below.

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4. What are the available remedies?

Evidence

Counsel for the parties herein, complied with the Court's directive to file witness statements, which were adopted on record as the evidence in chief of witnesses for the respective parties; the said evidence will be evaluated hereunder.

30 Issue No.1: Whether the 1st Defendant breached its contract with the Plaintiff?

It was the Plaintiff's evidence that sometime in 2017, together with three of her family members, they decided to take a trip to Uganda, and that she had a friend Liz-Carlson, who referred her to Mushra Travel Agency, the 1st Defendant, as the entity that had been her tour operator during her time in Uganda.

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5 That on the 13th day October, 2017, the Plaintiff contacted the 1st Defendant, through email(PE1) for a 14-day tour package for four (4) adults, to be undertaken in mid-January, 2019. That on the 14th day of October, 2017, by email(PE2), the 1st Defendant through its Director Mr. Ahebwa Michael Mugerwa offered the Plaintiff various luxury tour package options to fit her inquiry from which the Plaintiff picked
10 the first option. That by email, she specifically informed the 1st Defendant that she was disabled with Arthritis and asked for “top of the range accommodations “and internal flights to ease mobility, in addition to the use of a motor vehicle.

That throughout the late 2017, and 2018, the Plaintiff kept in contact with the 1st Defendant to plan for the tour scheduled for January, 2019 through email
15 correspondences, and made various financial payments towards booking permits, accommodation, and transport for the trip. That by the time of her trip with the family to Uganda, the Plaintiff had disbursed a total of USD 17, 325(United States Dollars Seventeen Thousand Three Hundred Twenty Five) to the 1st Defendant by Bank transfers and International money transfer systems. That at all
20 times, the 1st Defendant through its Director Ahebwa Mugerwa Michael assured the Plaintiff that the preparations were ongoing, and that all the bookings had been secured for the Plaintiff, and her family members to enjoy the luxury tour.

That the Plaintiff travelled to South Western Uganda for an excursion on the Kazinga channel, and Gorilla trekking, where she incurred additional expenses of
25 accommodation, and securing services of a tour guide that had been paid for. That due to the additional expenses that she had incurred, the Plaintiff and her family could not complete the tour and on 28th January, they returned to Kampala. That the Plaintiff reported the 1st Defendant's breach of the contract to the 2nd Defendant, and officials from the 2nd Defendant led the Plaintiff to Uganda
30 police where she recorded statements. That the Plaintiff, and her family later boarded a flight back as scheduled but has never been reimbursed the financial loses perpetuated by the 1st Defendant breach, and the 2nd Defendant's negligence.

Kangume Ephraim(PW2) the Hotel Manager of Engazi Game Lodge, situated at
35 Queen Elizabeth National Park, stated that sometime in January, 2019, Engazi Game Lodge (the “lodge”) received an email from Mushra Travel Agency Limited, and by that email, the agency reserved accommodation on full board for two doubles, and also sought the lodge to pick clients from Kasese Airstrip to the lodge. That the reservation was for two nights but no payment was done.

5 That he tried to follow up with the Agency, since the client indicated that she had made reservations with payment to Mugerwa. That Mugerwa informed him that money was sent through a driver, who was on his way to the lodge with a tour guide car. That they waited in vain for the said driver, and Mrs Wendy paid for the reservation and game drive. That the total bill for the lodge was USD 1650, which
10 Mrs Wendy paid.

That for the Gorilla trekking, they had to obtain permits for Mrs Wendy, and her family, at a cost of Ugx 8,918,400(Uganda Shillings Eight Million Nine Hundred Eighteen Thousand Four Hundred only). That sometime in or around September, 2019, he was called by one John Musiime, Mrs Wendy's Lawyer, to come to
15 Kampala to record a statement, and also testify in a criminal matter filed at Nakawa Chief Magistrate's Court, particularly about what had transpired between Mrs Wendy, the agency, Mugerwa, and the lodge but he did not get chance to testify, despite travelling to Kampala on several occasions.

Engwenu Lambert No. 39220 (PW3) a Detective Constable Officer, attached to
20 Jinja Road Police Station, Nakawa Division in Kampala stated that on 29th January, 2019, he was allocated a case file of theft of about USD 20,000(United States Dollars Twenty Thousand only) by one Michael Ahebwa Mugerwa (the "accused" who is the owner of the 1st Defendant Company in this matter, as the Plaintiff; the file was assigned a number and referenced "CRB 82/19 Uganda Vs
25 Ahabwe Mugerwa Michael ".

That following the assignment, he took up the file, and obtained a statement (PE5) from the complainant, who informed him that she had come to Uganda for a 15-day stay and tour. That as an investigating officer, he took the statements of Mr. Samora Semakula, then Quality Assurance Manager, with Uganda Tourism Board,
30 as well as from Mr. Michael Ahebwa Mugerwa himself.

That on 31st January, 2019, as an investigating officer, he recorded a police statement at Jinja Road Police Station, Nakawa Division in respect of Wendy's complaint against the agency. That in or around February, 2019, CRB 82/2019 was sanctioned, and the file was forwarded to the Director of Prosecutions for further
35 management.

Samora Semakula (DW1) the Quality Assurance Manager of the 2nd Defendant stated that he has worked with the 2nd Defendant since October, 2018 to date. That the 2nd Defendant is mandated under the Tourism Act, 2008, to enforce and monitor standards through inspection, registration, licensing and classification of
40 tourist facilities, and services.

5 That the 2nd Defendant only issues licences to tourism facilities, and enterprises
upon application and fulfilment of the necessary requirements. That the 2nd
Defendant had not been negligent in the execution of its mandate in
accordance with the Uganda Tourism Act, and Regulations thereunder. That the
Plaintiff and the 1st Defendant engaged in a contractual and commercial
10 transaction to which the 2nd Defendant was not a party, and that the Plaintiff is
not entitled to the remedies claimed.

Decision

The Courts have established in a plethora of cases that parties are bound by the
terms of the contract that they execute. A breach therefore occurs, where that
15 which is complained of, is breach of duty arising out of the obligation undertaken
under the contract. **(See the Court of Appeal decision in Behange Vs School
Outfitters(U) Ltd (2000)1 E.A 20; Barclays Bank of Uganda Limited Vs Howard
Bakojja H.C.C.S No. 53 of 2011, Nakawa Trading Co. Ltd Vs Coffee Marketing
Board H.C.C.S No. 137 of 1991[1994] 11KALR 15), and United Building Services
20 Limited Vs Yafesi Muzira T/A Quickset Builders and Co. H.C.C.S No. 154 of 2005,**
cited by Counsel for the Plaintiff.

The proposition of the law is that, whoever alleges a given fact, and desires the
Court to give judgment on any legal right or liability dependent on the existence
of any fact, has the burden to prove that fact unless, it is provided by law that the
25 proof of that fact shall lie on another person. **(See sections 101 and 103 of the
Evidence Act, Cap 6, and Jovelyn Barugahare Vs Attorney General SC Civil
Appeal No. 28 of 1993[1994] KALR 190)**

In the instant case, it is not in dispute that there was a contract between the
Plaintiff, and the 1st Defendant.

30 It is noteworthy that the 1st Defendant failed, refused, and or ignored to file a
defence however, the burden of proof still lies with the Plaintiff to prove her case
on a balance of probabilities, even when the case was heard *ex parte* against
the 1st Defendant.

I have taken into consideration the evidence adduced by the Plaintiff of copies
35 of receipts issued by the 1st Defendant, and Bank transfer payments to the 1st
Defendant by the Plaintiff, to find that the Plaintiff has proved that the 1st
Defendant received USD 17,365 (United States Dollars Seventeen Thousand Three
Hundred Sixty Five) but failed, and or refused to pay for the Plaintiff's expenses for
the tour, for which the Plaintiff had made the said payments.

5 It's trite law that failure to file a defence raises a presumption or constructive admission of the claim made in the plaint, and the Plaintiff's story must be accepted as the truth. **(See *United Building Services Limited Vs Yafesi Muzira T/A Quickset Builders and Co(supra)*)**

10 Accordingly, this Court finds that the Plaintiff has discharged the evidential burden of proof to the required standard, and proved that the 1st Defendant was in breach of its obligations in the contract with the Plaintiff.

For the foregoing reason, this issue is answered in the affirmative.

Issue No.2: Whether the 2nd Defendant breached its statutory duties to the Plaintiff?

15 Counsel for the Plaintiff submitted that the elements of the tort of breach of statutory duty are enunciated in *Winfield & Jolowicz on Tort, 17th Edition*.

Counsel contended that the remedy for breach of these duties is a claim in damages, unless the statute itself provides a specific remedy against a public body for non-compliance. That the relevant statute is the Uganda Tourism Act of 2008, which does not provide a specific remedy, leaving a claim in damages as
20 the only remedy available to the Plaintiff.

Counsel further contended that section 7 of the Act, provides for functions of the Uganda Tourism Board, the 2nd Defendant, and in particular clause (j) that provides for the function to enforce, and monitor standards in the tourism sector,
25 and clause (k) for the function to inspect, register, licence and classify tourist facilities and services, and the Uganda Tourism Policy, 2015, impose a statutory duty on the 2nd Defendant.

Counsel submitted further that the 2nd Defendant failed in its statutory duty, when it did not license any tour operators in Uganda for the years in question namely:
30 2017, 2018, and 2019, and that they did not take any action against the 1st Defendant until 27th April 2023, five years later, when it published a notice warning the public not to deal with Mr. Ahabwe Michael Mugerwa; an action that they should have taken in January, 2019. Counsel relied on the case of *The Center for Health Human Rights and Development & 4 others Vs Nakaseke District Local Administration HCCS No. 111 of 2012*, in support of his submissions.
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5 It is notable that Counsel for the 2nd Defendant argued the 3rd issue above in the 2nd issue, and also argued the 3rd issue separately however, this Court will only consider the relevant submissions separately in respect of the said issues.

Decision

10 According to **Winfield & Jolowicz on Tort, 16th Edition pgs. 275-277**, the following elements of the tort of breach of statutory duty must be proved by the claimant:

1. Duty must be owed to the claimant.
2. Injury must be of the kind which the statute is intended to prevent.
3. The Defendant must be guilty of a breach of its statutory obligation.
4. Breach of duty must have caused the damage.

15 In the instant case, I find that the Plaintiff adduced evidence, and proved that the 2nd Defendant owed her a duty to inspect, register, and licence the 1st Defendant. The 2nd Defendant's assertions that they fulfilled their legal duty, and are not in breach is not backed by any evidence.

20 Accordingly, this Court finds that the Act, imposed a duty on the 2nd Defendant to enforce, and monitor standards in the tourism sector, and to inspect, register, licence and classify tourist facilities and services, which the 2nd Defendant did not do in respect of the 1st Defendant.

25 This Court further finds the contention by the 2nd Defendant that this was a contractual, and commercial relationship between the Plaintiff, and the 1st Defendant, in which the 2nd Defendant was not a party is untenable.

Consequently, I find that the Plaintiff has discharged the burden of proof to the required standard, which is on a balance of probabilities that the damage occasioned to her was proximate to the 2nd Defendant's dereliction of duty.

30 In the result, this Court finds that the 2nd Defendant was in breach of its statutory duties to enforce, and monitor standards in the tourism sector, for which the 1st Defendant's unscrupulous behaviour would have been discovered, and put under control.

For the foregoing reasons, this issue is answered in the affirmative.

Issue No.3: Whether the 2nd Defendant is liable to the Plaintiff in negligence?

35 Counsel for the Plaintiff relied on the case of *Jane Akello Vs Attorney General HCCS No. 9 of 2009*, to submit that the tort of negligence is proved on a three-part test of; the existence of a duty of care owed to the Plaintiff by the Defendant,

5 a breach of that duty by falling below the appropriate standard of care, and damage caused by the Defendant's breach of duty that is not too remote a consequence of the breach.

Counsel contended that Uganda Tourism Board, the 2nd Defendant owed the Plaintiff those duties based on the "neighbour principle", which includes all
10 persons who are so closely, and directly affected by a person's act that the person and or actor ought reasonably to have them in contemplation as being so affected, when directing their mind to the acts or omission in question.

Counsel argued that the 2nd Defendant in not fulfilling its duties of care to enforce and monitor standards in the tourism sector, and to inspect, register, license, and
15 classify tourist facilities and services, the 2nd Defendant created an enabling environment for the 1st Defendant to fleece unsuspecting tourists such as the Plaintiff, and that they ought to have seen that foreign tourists would be affected by its actions or inaction to fulfil its duties of care, as such the loss occasioned to the Plaintiff was foreseeable, and proximate to its dereliction of duty.

20 In reply, Counsel for the 2nd Defendant reiterated the mandate of the 2nd Defendant under section 7(j) and (k) of the Uganda Tourism Act, 2008, to enforce and monitor standards in the tourism sector, and to inspect, register, license and classify tourism facilities and services respectively, to submit that the 2nd Defendant was not aware of the unscrupulous dealings of the 1st Defendant as
25 alleged by the Plaintiff, and that the 2nd Defendant did not breach its statutory duties.

Counsel relied on the cases of *Anns Vs Merton London Borough Council [1977] ABC.LR 05/12*, and *Masaka Municipal Council Vs Takaya Frank CACA No. 0173 of 2015*, to submit further that 2nd Defendant did not breach its legal duty, but rather
30 exercised reasonable degree of care through the enacted laws to regulate and monitor standards in the tourism sector.

In rejoinder, Counsel for the Plaintiff submitted that the burden of proof on the existence of licences in 2019 or at all was on the 2nd Defendant, who has failed to discharge it.

35 Decision

I have taken into consideration the case of ***Anns Vs Merton London Borough Council [1977]2 ALLER 492 at 498*** where Lord Wilberforce held that:

5 *"In order to establish that a duty of care arises in a particular situation, it is not necessary to bring the facts of that situation within those of previous situations in which a duty of care has been held to exist. Rather the question has to be approached in two stages. First one has to ask whether, as between the alleged wrong doer and the person who has suffered*
10 *damage there is a sufficient relationship of proximity or neighbourhood such that, in the reasonable contemplation of the former, carelessness on his part may be likely to cause damage to the latter, in which case a prima facie duty of care arises. Secondly, if the first question is answered affirmatively, it is necessary to consider whether there are any*
15 *considerations which ought to negative, or to reduce or limit the scope of the duty or the class of person to whom it is owed or the damages to which breach of it may give rise. "*

In the case of **Masaka Municipal Council Vs Takaya Frank CACA No. 0173 of 2015**, which cited with approval the authority of **Anns Vs Merton London Borough Council (supra)** Elizabeth Musoke. JA (as she then was) held that:
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"The above principles of negligence majorly related to private relations, that is between two private individuals as distinguished from relations between a private individual and a public authority. With regards to the liability of local authorities exercising statutory powers for negligence, Lord Wilberforce in the Anns authority (supra) stated that the local authority is a public body, discharging functions under statute; and its powers and duties are definable in terms of public not private law. He further stated that, therefore, the principles applying to a local authority in negligence are not based on the traditional "neighbourhood principle" and, that in determining whether such a local authority could be held liable for negligence, one had to examine the relevant statutory scheme, under which the authority acts and determine whether the statute imposed a duty on the local authority to do or refrain from doing the acts in issue. The Court further held that a local authority like the appellant, can only be held liable for negligence, if it has a statutory duty to a person to do an act which it omits to do and damage is occasioned to the claimant as a result. In determining whether that statutory duty exists, one has to examine the relevant legislation. "[Emphasis is mine]
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Following the decision in **Masaka Municipal Council Vs Takaya Frank(supra)**, the relevant legislation in this case is the Uganda Tourism Act, 2008(hereinafter referred to as "the Act")
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5 The long title of the Act provides that:

“An Act to reform, consolidate and streamline the law relating to tourism; to provide for licensing, regulating and controlling of the tourism sector; to give effect to the implementation of the tourism policy of Government; to reconstitute the Uganda Tourist Board to make it private sector driven; to establish a tourism development levy; to provide for the establishment and management of a tourism development fund; to repeal the Hotels Act, the Tourist Agents (Licensing) Act, and the Uganda Tourist Board Act; and to provide for related matters.”

From the reading of the long title to the Act, this Court finds that the Act imposes a statutory duty on the 2nd Defendant to enforce, and monitor standards in the tourism sector, and to inspect, register, licence and classify tourist facilities and services.

This Court having found as above on the 2nd issue, that the 2nd Defendant failed in its statutory duty imposed under the Act, and Regulations thereunder, further finds that the 2nd Defendant's omission to perform the said statutory obligations consequently occasioned damage to the Plaintiff, for which the 2nd Defendant is held liable for negligence to the Plaintiff.

Issue No.4: What are the available remedies?

Section 61(1) of the Contracts Act, 2010 provides for compensation to a party who has suffered any loss or damage, as a result of breach of the contract.

25 In the given circumstances of this case, I find that the Plaintiff is entitled to USD 17,365 (United States Dollars Seventeen Thousand Three Hundred Sixty Five) from the 1st Defendant for breach of the contract.

General damages are the direct natural or probable consequence of the wrongful act complained of, and includes damages for pain, suffering, inconvenience and anticipated future loss. **(See *Storms Vs Hutchinson [1905] A.C 515*)**

It is settled law that an award of general damages is granted at the discretion of Court. **(See *Crown Beverages Ltd Vs Sendu Edward S.C Civil Appeal No. 1 of 2005*), and *Uganda Commercial Bank Vs Kigozi [2002] 1 EA 305*)**

35 Following the guidance in ***Uganda Commercial Bank Vs Kigozi(supra)*** on the factors to be considered by the Courts when assessing the quantum of general damages which are as follows: - the value of the subject matter, the economic

5 inconvenience that the Plaintiff may have been put through, and the nature and extent of the injury suffered.

This Court having found issues (2) and (3) above in the affirmative, further finds that the Plaintiff has proved that she suffered financial loss, and inconvenience, due to the 1st Defendant's unscrupulous conduct, and failure by the 2nd Defendant to perform its statutory obligations, for which the Defendants are held liable in general damages.

In the result, this Court finds that the Plaintiff is entitled to Ugx 50,000,000 (Uganda Shillings Fifty Million only) in general damages, considering the financial loss, and inconvenience suffered by the Plaintiff, and her family.

15 The Courts have decided in a plethora of cases that where no interest rate has been provided, the rate is fixed at Court's discretion. **(See Crescent Transportation Co Ltd Vs Bin Technical Services Ltd CACA 25 of 2000)**

This Court has taken into account the fact that the 1st Defendant has deprived the Plaintiff of his money since 2019, and finds that an award of interest at the rate of 20% per annum on the principal sum above, is sufficient from the date of filing this suit until payment in full.

In addition, an award of interest on general damages at the rate of 6% per annum from the date of judgment until payment in full, will suffice.

25 In respect of costs, section 27(1) of the Civil Procedure Act, Cap 71 provides as follows:

“subject to such conditions and limitations as may be prescribed, and to the provisions of any law for the time being in force, the costs of and incident to all suits shall be in the discretion of the Court or Judge, and the Court or Judge shall have full power to determine by whom and out of what property and to what extent those costs are to be paid, and to give all necessary directions for the purposes aforesaid.”

Taking into consideration the above provision on costs, and that costs follow the event unless for justified reasons the Court otherwise orders **(See section 27(2) of the Civil Procedure Act, Cap 71)**, and the decision in **Uganda Development Bank Vs Muganga Construction Co. Ltd (1981) H.C.B 35** where Justice Manyindo (as he then was) held that:

5 *“A successful party can only be denied costs if its proved, that, but for his or her conduct, the action would not have been brought, the costs will follow the event where the party succeeds in the main purpose of the suit.”*

I find no reason to deny the Plaintiff costs, and accordingly the Plaintiff is awarded costs of this suit.

10 Judgment is hereby entered for the Plaintiff against the Defendants in the following terms: -

1. A declaration that the 1st Defendant breached the contract.
2. A declaration that the 2nd Defendant breached its statutory duties to the Plaintiff.
- 15 3. A declaration that the the 2nd Defendant is liable to the Plaintiff in negligence.
4. The Plaintiff is entitled to USD17,365 (United States Dollars Seventeen Thousand Three Hundred Sixty Five) from the 1st Defendant.
5. General damages of Ugx 50,000,000(Uganda Shillings Fifty Million only).
- 20 6. Interest on (4) above at the rate of 20% per annum from the date of filing this suit until payment in full.
7. Interest on (5) above at the rate of 6% per annum from the date of judgment until payment in full.
8. Costs of the suit.

25 Delivered electronically this 21st day of September, 2023.

SUSAN ABINYO

JUDGE

21/09/2023

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