

**THE REPUBLIC OF UGANDA**

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

**COMMERCIAL DIVISION**

**CIVIL SUIT NO. 0868 OF 2019**

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## VERSUS

**Before Hon. Lady Justice Harriet Grace Magala**

### Judgment on admission

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## 25

McGowan

5 **Hearing**

On the 11<sup>th</sup> day of April 2024 when the matter was scheduled for hearing, present in court were both the Plaintiff and the Defendant. The Plaintiff was represented by Julius Galsionga and Hadija Namuwaya. The Defendant had no legal representation.

Counsel for the Plaintiff informed Court that she was ready to close the matter. She  
10 referred court to Defendant's witness statement, paragraph 2 where he admitted being indebted to the Plaintiff to a tune of Ugx. 99,000,000/= and not Ugx. 162,000,000/=. Citing and relying on Order 13 rule 6 of the Civil Procedure Rules as amended, she moved court to enter a judgment on admission against the defendant to the tune of Ugx. 99,000,000/=. That because the Defendant had  
15 admitted being indebted, it was not found necessary to go through a full trial.

She further submitted that the Defendant had been depositing money on the Plaintiff's bank account and it is believed he would not have been doing so if he was not indebted to the Plaintiff. She cited and relied on the case of **The Board of Governors Nebbi Town SSS versus Jaker Food Stores Limited Miscellaneous**  
20 **Civil Application No. 0062 of 2016** where it was held that it is a settled principle that a judgement on admission is not a matter of right but rather a matter of discretion of a court. The admission should be unambiguous, clear, unequivocal and positive.

The Plaintiff's counsel further submitted that in the interest of bringing the matter  
25 to a conclusion, the Plaintiff was ready to abandon the rest of balance and also prayed for costs.

The Defendant informed court that he did not deny being indebted to the Plaintiff but he was willing to settle the claim against him as soon as he found a buyer for the property.



5 **Issues**

1. Whether a judgement on admission should be entered against the Defendant
2. What remedies are available to the parties?

**Determination**

- 10 1. Whether a judgement on admission should be entered against the Defendant

**The law applicable**

**Order 13 rule 6 of the Civil Procedure Rules(CPR) as amended** which states that:

15 *“Any party may at any stage of the suit, where an admission of facts has been made, either on the pleadings or otherwise, apply to the court for such judgment or order as upon the admission he or she may be entitled to, without waiting for determination of any other question between the parties; and the court may upon the application make such order, or give such judgment, as the court may think fit”.*

20 In the case of **The Board of Governors Nebbi Town S.S.S (supra)** also cited and relied on by learned Counsel for the Plaintiff, Hon. Justice Stephen Mubiru held that the intent of the provision of Order 13 rule 6 of the CPR is to enable a party to obtain a speedy judgment to the extent of the relief which according to the admission of the other party, he is entitled to. It is intended to prevent frivolous defences from standing in the Plaintiff’s way of obtaining expeditious judgment to the extent of the admission made by the Defendant.

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In the case of **Choitram versus Nazari [1976-1985] EA 53**, the Court of Appeal of Kenya stated that:

  
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5       *“Before entering judgment on admission, the admissions have to be plain and obvious, clearly readable because they must result in judgment being entered. They must be obvious on the face of them without requiring a magnifying glass to ascertain their meaning. Much depends on the language used. The admissions must leave no room for doubt that the parties passed out of the*  
10       *state of negotiations onto a definite contract. The circumstances must be such that upon a purposeful interpretation of admissions of fact, the case is plain and obvious that there is no room for discretion to let the matter go for trial, then nothing is to be gained by having a trial. The court must not exercise its discretion in a manner which renders nugatory an express provision of the*  
15       *law” (emphasis is mine)*

The object of Order 13 rule 6 was also well enunciated in the case of **Brian Kaggwa versus Peter Muramira, Court of Appeal Civil Appeal No. 26 of 2009** which cited with approval the case of **Juliet Kalema versus William Kalema Court of Appeal Civil Appeal No. 95 of 2003** where it was observed that:

20       *“...However, before the Court can’t act under the rule to enter judgment, the admission of the claim must be clear and unambiguous. In a case involving complicated questions which cannot be disposed of conveniently, the court should decline to exercise its discretion against the party who is seeking judgment on admission. The power given to court to enter judgement on*  
25       *admission is a discretionary one that must be exercised judiciously and circumspectly”.*

The Defendant, in his witness statement at paragraph 2 stated that he was indebted to the Plaintiff to the tune of Ugx. 99,000,000/= and not Ugx. 162,000,000/= as alleged by the Plaintiff. Paragraphs 4 and 5 of his witness statement further state  
30       that he had started making part payments to the plaintiff. The first payment was

5 Ugx. 10,000,000/= and the second was Ugx. 5,000,000/=. Under paragraph 7 of his witness statement, the Defendant stated that he was ready and willing to pay the balance of Ugx. 84,000,000/= in cash or by depositing the same on the Plaintiff's bank account. In line with the authorities cited and relied on above by Court, I find that this is a clear cut case that need not go to trial. Since the Defendant admitted to  
10 being indebted to the Plaintiff to the tune of Ugx. 99,000,000/= out of which Ugx. 15,000,000/= has been paid, a judgment in admission is hereby entered against the Defendant for the payment of Ugx. 84,000,000/= to the Plaintiff.

## 2. What remedies are available to the Parties?

### Costs

15 Costs shall always follow the event and a successful party should not be deprived of them, unless court for good cause orders otherwise.

**Section 27 (1) of the Civil Procedure Act** states that:

20 *“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 an 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 paid, and to give all necessary directions for purposes of the aforesaid”.*

25 A reading of the court record shows that the Defendant on several occasions has before Court and during private engagements with the Plaintiff and or his legal counsel undertaken to settle the matter out of court. He has never denied being indebted to the Plaintiff. Consent Judgments/ Decree have been drafted in the past but have never been fully executed by both Parties. The Court has also adjourned the  
30 matter on several occasions with promises from the parties that they were in the

5 process of negotiation a settlement and in good time the same would be recorded in  
court. Nothing came of these promises. Secondly, in light of the fact that the Plaintiff  
has decided to forfeit his right to pursue the sum of Ugx. 63,000,000/= and have the  
suit concluded based on the admission made by the Plaintiff, Court hereby awards  
him costs of the suit.

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Dated and signed at Kampala this 11<sup>th</sup> day of April 2024.



**Harriet Grace MAGALA**

15 **Judge**

Delivered online (ECCMIS) this 24<sup>th</sup> day of April 2024.