

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
CIVIL SUIT 485/99

STAR SUPER MARKET (U) LTD..... PLAINTIFF

- VERSUS -

ATTORNEY GENERAL..... DEFENDANT

BEFORE: THE HONOURABLE MR. JUSTICE R.O. OKUMU WENGI

JUDGEMENT

The plaintiff brought this suit against the Attorney General to recover the sum of Shs. 101,032,000. This was the balance of the value of emergency dry rations the plaintiff supplied to the Uganda Peoples Defence forces in May 1998. The plaintiff's case is that he was required to make the emergency supply he did at short notice as he was required to do. He further claimed that he received payment of half of this money only on 26th March 1999, some 9 months after the supply, yet he had been assured of payment by cash immediately after delivery. In his plaint he has claimed the above sum together with damages for loss resulting from a differential in exchange rates and loss of profits and interest.

In his defence which was filed late the Attorney General generally required strict proof of the debt. The plaintiff called only one witness while the defendant called none. In his testimony, the plaintiffs Managing Director described the transaction subject of this action and provided all the documents needed to prove it. He tendered the order and letters indicating the action by the UPDF in expediting the clearing of the food items at Entebbe Airport. He also provided delivery notes and invoices. The Managing Director also indicated that his company had ordered the goods in dollars and as such the claim was made at the old exchange rate then subsisting in 1998. He further stated that by having the money locked up he was denied turnover in profits and claimed this loss as well.

Having seen the pleadings and the evidence led in proof thereof this court is satisfied that indeed there was a clear contract which was fulfilled by the plaintiff but which was only partly honoured by the UPDF who firstly paid late only 50% of the value of the goods it received. The defendant is clearly liable for the breach which occurred and must pay the

claim.

Accordingly I enter judgment in favour of the plaintiff for the sum of Shs. 101,032,000 which is pleaded in paragraph 3, 4 (c) and (g) and in the prayers. There is no pleading or prayer indicating what the total claim was in dollars. Even all the documents and evidence adduced related to Uganda shillings. It must be taken that the transaction subject of this suit was purely in Uganda shillings and judgement has been recorded in Uganda shillings. There is therefore no way that the exchange rate of shs. 1200 or shs. 1450 to the dollar referred to in paragraph 5(a) of the plaint arises and in what way. This Court can only conclude that the parties clearly dealt in Uganda shillings and profits were included in the values put forward and the plaintiff must have included this in these values.

On the question of delayed payment the mechanism of interest is sufficient to compensate the plaintiff. I accordingly award him interest on the decretal sum at the rate of (six) 6% effective from 19th June 1998 to the date of payment. The defendant will also pay the costs of this suit. Since interest has been awarded there is no reason to decree general damages as this turned out to be a claim for a liquidated demand.

R.O. Okumu Wengi

Judge

25/4/2000

24/4/2000 Wambuga for plaintiff

Musika for defendant.

Rose Emeru - Court clerk.

Judgment read in open court in the presence of the above persons.