

HON. LUTANYWA JACK ODUR :::::::::::::::::::: APPLICANT


1. JINJA KAZI-MINGI MILLERS UGANDA LIMITED


3. JOSELINE KENYANA RESPONDENTS

RULING

1. A temporary injunction doth issue against the respondents, the 1st respondent's officers or employees from transferring, selling, mortgaging or in a way dealing with the land comprised in 3 certificates of title namely LRV MAS26 Folio 10 Plot 1022; LRV MAS26 Folio 11 Plot 1024 and LRV MAS26 Folio 12 Plot 1023 all located on Block 9 Waibango, Kibanda County, Kiryandongo District (the suit land) or any part thereof to any other person until the final disposal of this application and the main suit.
2. The respondents pay the costs of this application.

This is the True Certified
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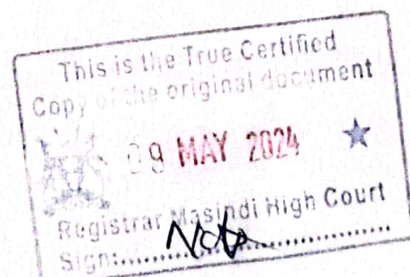
 19 MAY 2024 ★

Registrar Masindi High Court
Sign: 

- 1 -

1. The 1st respondent is registered as the owner of land comprised of three leasehold certificates of title: **LRV MAS26 Folio 10 Plot 1022, LRV MAS26 Folio 11 Plot 1024, and LRV MAS26 Folio 12 Plot 1023**, all located on **Block 9 Waibango, Kibanda County, Kiryandongo District (the suit land)**. Copies of the said certificates of title are attached and collectively marked "A."
2. Before the grant of the leases and the registration of the suit land into the 1st respondent's name, the respondents engaged the applicant to provide services related to the identification/location of suitable land available for acquisition by the defendants. After the land was identified, the applicant was tasked with working on the regularization, resurvey, titling, and registration of the suit land.
3. While the agreement was initially verbal, the parties later acknowledged it (Commission Agreement). A copy of the agreement is marked "B."
4. The commission agreement was signed by the 2nd and 3rd respondents on behalf of the 1st respondent and on their own behalf as directors and shareholders of the 1st respondent.
5. Following the engagement, the applicant fully executed his obligations and ensured that the suit land was resurveyed, regularized, and registered in the name of the first respondent.
6. Throughout the period of the applicant's engagement, he was the face of the 1st respondent, and his name was publicized as such in both print and electronic media. The applicant was instrumental in all its activities.
7. The applicant successfully executed part of the work to secure/ protect the suit land from encroachment and trespass by third parties/claimants, including protection of the suit land against M/s Kafu Sugar Limited, which claimed interest therein. Copies of the relevant agreements executed by the applicant on behalf of the respondents are attached and collectively marked "C."
8. As a result of the applicant's engagement and involvement in protecting the suit land, the applicant was harassed and sued in the courts and reported to the police,

JS - 2 -

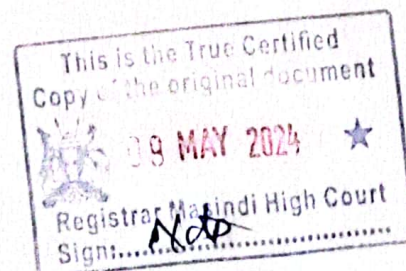


especially by the said Kafu Sugar Limited. Copies of the complaint, application, and police report are attached and collectively marked "D."

9. The applicant owns land in FRV MAS131 Folio 5 Block 9 Plot 146, which is adjacent to the suit land. It was agreed that the 640 acres would be subdivided on the side of the suit land bordering the applicant's land. A copy of the certificate of title for the applicant is marked "E."
10. The applicant learned that sometime in 2023, the 1st respondent sued Kafu Sugar Limited with the attorney general and commissioner land registration vide High Court (Masindi) Civil Suit No. 38 of 2023.
11. The applicant is aware that the respondents and Kafu Sugar Limited have reached a settlement agreement under which the entire suit land will be sold and/or transferred to Kafu Sugar Limited for an agreed settlement amount of USD 2,000,000 (United States dollars two million only) payable to the respondents. A copy of a consent order referencing the ongoing out-of-court negotiations is attached and marked "F."
12. The applicant is not a party to the said suit and/or the proposed settlement and compensation process, and he did not agree to any of the terms of the said settlement agreement, which do not consider his interest in the suit land.
13. The respondents have breached and continue to breach the contract and the terms of the applicant's engagement by failing and/or refusing to subdivide the suit land as agreed and by entering and/or negotiating a settlement agreement with the said Kafu Sugar Limited, whereby the suit land will be sold/transferred.
14. Due to the respondents' breach, the applicant has suffered and continues to suffer the loss of the money and time he spent executing his obligations under the engagement.
15. The 640 acres adjacent to the applicant's land are of immeasurable value to him and cannot be substituted. Thus, he is entitled to specific performance, which the applicant prayed for against the respondents in the main suit.

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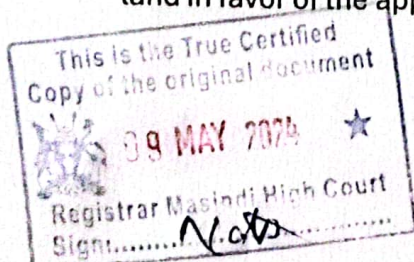
- 3 -



16. If the respondents sell and/or transfer the suit land to a third party, they cannot perform their obligations under the commission agreement, and the possible loss of the applicant's 640 acres adjacent to his land will cause him irreparable damage.
17. The applicant has filed a civil suit in this honorable court against the respondents to protect his interest in the suit land. He has prayed for a permanent injunction restraining the respondents from transferring the suit land before parceling his 640 acres. However, the said suit is still pending for a hearing by this court.
18. Based on the advice of his lawyers, BKA Advocates, he believes that due to the case backlog and certain time requirements of civil procedure applicable in this honorable court, it will take long before the applicant's suit is finally heard and disposed of.
19. The respondents have not yet transferred and /or sold the suit land, and maintaining the status quo is in the interest of justice.

In response to this application, the second respondent, Lukman Mwereri, deponed an affidavit in reply on his behalf and that of the first respondent in the capacity of a director.

1. Based on the advice of their lawyers, this application and the supporting affidavit are barred by law and should be struck out with costs.
2. Based on the advice of their lawyers, the applicant has not satisfied the parameters for granting an order of a temporary injunction.
3. That paragraphs 3 – 21 of the affidavit in support are denied and hereby responded to as follows.
 - a) That the 1st respondent has never executed any commission/acknowledgment agreement with the applicant for payment by transferring a portion of the 1st respondent's land measuring one square mile (640 acres).
 - b) The first respondent knows that the purported commission/acknowledgment agreement referred to as annexure B of the plaint is not a company document signed on behalf of the first respondent.
 - c) That the 1st respondent has never donated, transferred, or agreed to subdivide any land in favor of the applicant.



- 4 -

- d) The applicant has never been a shareholder in the 1st respondent company, nor does the applicant hold any recognizable interest in the 1st respondent's land.
- e) The first respondent has never entered into an agreement with the applicant to subdivide land measuring 1 square mile (640 acres).
4. The 1st respondent is in possession of the suit land, and based on the advice of his lawyers, the applicant seeks an injunction against the pending settlement between the 1st respondent and Kafu Sugar Limited.
5. The second respondent is aware that the applicant has not demonstrated, by the affidavit in support, that he has suffered any irreparable loss or injury to warrant the grant of a temporary injunction.
6. That the 2nd respondent believes that there is no urgency, threat, or danger of alienation as the applicant holds no interest in the 1st respondent's land, and based on the advice of his lawyers, this application has been made in bad faith.

This court has seen the applicant's averments in his affidavit in rejoinder and **considered the same.**

Representation

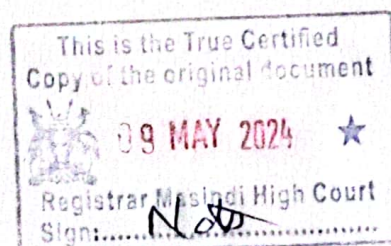
Learned counsel Mubanguzi Absolom of M/s B.K.A Advocate represented the applicant, whereas learned counsel Bazira Anthony of M/s Byenkya Kihika & Co. Advocates represented the respondents. Both parties herein were given directions to file their written submissions, which was done, and the court has taken into consideration in determining this application.



Applicant's submissions

Learned counsel submitted that the applicant satisfied all the conditions for a temporary injunction. Counsel added that the law on the grant of a temporary injunction is trite and that there are three conditions for the grant to be awarded, which are discussed hereunder.

- 5 -



Prima facie case with probability of success.

Learned counsel submitted that courts have decided that for granting a temporary injunction, prima facie is that which is not frivolous and discloses triable issues. Counsel stated that the applicant does not have to prove his case at this point, and it does not need to be one that will succeed. Learned counsel submitted that HCCS No. 0008 of 2024 (the main suit) discloses triable issues and has a high probability of success wherein the applicant contends that he is entitled to a portion of the suit land measuring approximately 640 acres based on a commission agreement signed by the respondents for which a copy of the same is attached. Counsel added that there is overwhelming evidence of the applicant's involvement in acquiring the suit land, which is sufficient proof that he rendered services to the respondents. There is no contrary proof that his services were otherwise enumerated.

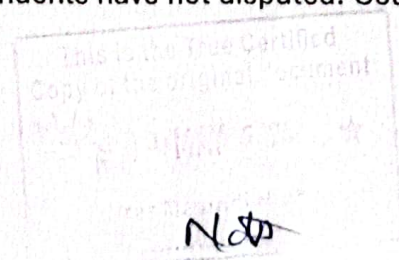
Learned counsel further submitted that the respondents' defence is nothing more than a mere evasive denial which has to be weighed against the applicant's statements which are cogent and supported by the facts which evaluation can only be done during the hearing of the main suit, thus raising prima facie issues to warrant a grant of a temporary injunction.

Irreparable damage

Learned counsel submitted that courts have defined irreparable damage as substantial or material damage that cannot be adequately atoned for by an award of monetary compensation. Counsel stated that the facts which prove the risk of irreparable damage, in this case, are contained in the affidavit in support of the application, which is that the respondents are in the process of disposing of the entire suit land, including the portion wherein the applicant has an equitable interest. Learned counsel relied on paragraphs 3-9 of the affidavit in support of the application where the applicant deposed the facts on the acquisition of his equitable interest in the said portion of the suit land for which the respondents agreed to give him 640 acres in exchange for his services indicating that the respondents sold the land to him.

Counsel further relied on paragraphs 12, 13 & 19 of the affidavit in support, proving that the suit land is about to be alienated, a fact that the respondents have not disputed. Counsel

-6- 2.3



further submitted that what amounts to irreparable damage refers to that loss that cannot be adequately atoned or compensated for in damages or by an award of monetary compensation. Counsel relied on paragraphs 10, 15, & 16 of the affidavit in support and concluded that no amount of money could acquire land next to the applicant's land, thus his prayer for specific performance in the main suit.

Balance of convenience

Learned counsel submitted that the law is that if the court doubts whether the above two conditions are obtained, then the matter should be decided on a balance of convenience. Counsel added that if the applicant is likely to suffer more hardship if the injunction is denied, then the hardship the respondents are likely to suffer if granted, the court should grant the injunction. Learned counsel submitted that in the instant case, the applicant wishes to protect his equitable interest in the suit land, which the respondents have probably not even disclosed to the third party intending to buy the suit land. Counsel added that if the main suit fails, the respondent will still own the land and can proceed to sell the same.

Counsel further submitted that the applicant, therefore, stands to lose not just all that he worked for but also a portion of the suit land uniquely strategic to him, even before this honorable court considers the main suit on its merits. On the other hand, the respondents do not stand to lose anything. Counsel concluded by praying to this honorable court that a temporary injunction be granted in the terms prayed for and for costs.

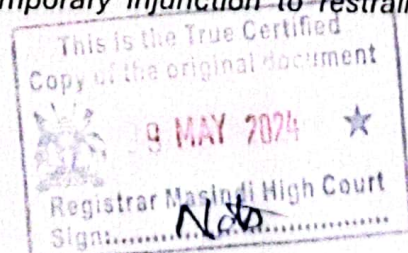
Respondents submissions

Learned counsel submitted that Order 41 rule 2(1) of the Civil Procedure Rules provides that.

"2. Injunction to restrain repetition or continuance of breach.

(1) In any suit for restraining the defendant from committing a breach of contract or other injury of any kind, whether compensation is claimed in the suit or not, the plaintiff may, at any time after the commencement of the suit, and either before or after judgment, apply to the court for a temporary injunction to restrain the

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defendant from committing the breach of contract or injury complained of, or any injury of a like kind arising out of the same contract or relating to the same property or right."

Counsel further submitted that granting or refusing a temporary injunction is an exercise of judicial discretion that must be exercised judiciously. Counsel stated that the law is now fairly settled regarding the tests required for the court to consider granting a temporary injunction as laid out in *Kiyimba Kaggwa Vs. Katende [1985] HCB* at page 43, holding No. 2 thereof.

- a) The applicant must show a prima facie case with a probability of success.
- b) Secondly, interlocutory injunctions will not normally be granted unless the applicant might otherwise suffer irreparable injury that would not adequately be compensated by an award of damages.
- c) Thirdly, if the court is in doubt, it will decide on an application based on the balance of convenience.

In his analysis, learned counsel submitted that the application had been brought in bad faith as it does not fulfill all the conditions upon which it should be granted.

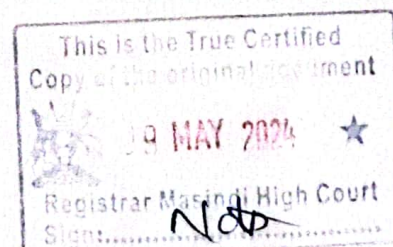
Status quo

Learned counsel submitted that the first respondent has always been in exclusive possession of the suit land, not the applicant. Counsel stated that whereas the applicant overly relies on annexure B, a purported commission agreement, the same does not specify the alleged possession or occupation, show the land title occupied by the applicant, or mention the land occupied by the respondent.

Prima facie case

Learned counsel submitted that a prima facie case is one in which there is evidence that will suffice to support the allegations made in it and which will stand unless there is evidence to rebut the allegation, as per the case of *Kagumaho Kakuyo vs. Shilla Nisiima*,

- 8 -



Miscellaneous Application No. 0013 of 2020. Counsel further submitted that the suit does not disclose a cause of action against the respondent.

Annexure B

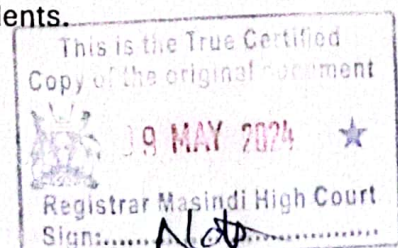
Learned counsel submitted that the above annexure was just an invitation to treat as there is no evidence in the purported agreement that the respondents gave land to the applicant. Counsel added that the annexure further indicates that the applicant never acquired any land, and had it been the case, the agreement should have stated that. Counsel relied on the Local Government Finance Commission vs Cradle Communications Limited case, Civil appeal No. 59/ 2021, where it was held.

“In her final submissions, counsel for the appellant argued that the order form could constitute a contract since it was devoid of terms. There was no evidence to show that the appellant provided the published information. DW1 saw the published material for the first time when a copy of the handbook was produced in court. The respondent cannot rely on the indoor management rule when it had previous dealings with the appellant, during which time it became aware of the internal processes. This was an invitation to treat since the order was never confirmed. Consequently, the appellant was never offered a service and is not liable to pay.”

Learned counsel submitted that the said agreement was not signed by the company's directors, has no company seal, has no consideration, and is therefore void as per section 20 of the Contracts Act 2010. Counsel added that it is not stated in Annexure B that the applicant furnished any consideration for the purported land; hence, it does not amount to a sale agreement.

Learned counsel further submitted that the impugned Annexure B, a purported commission agreement, does not specify which land was given to the applicant and that there are three existing certificates of title. Counsel added that this court cannot be placed on a fishing expedition to speculate on what specific piece of land is, thus praying to this court that no prima facie case has been disclosed against the respondents.

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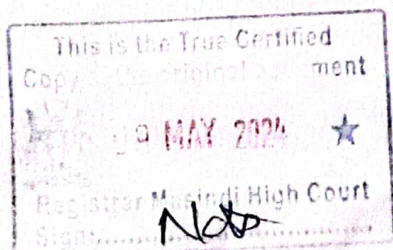
Irreparable damage

Learned counsel submitted that as regards the principle that interlocutory injunctions will not normally be granted unless the applicant might otherwise suffer irreparable injury, which would not adequately be compensated by an award of damages, the learned authors of Halsbury's Laws of England volume 24 4th edition observed under paragraph 885 at pg. 449 that the plaintiff must be able to show that an injunction until the hearing is necessary to protect him against irreparable injury and that mere inconvenience is not enough. Counsel relied on the case of *Kiyimba Kaggwa case (supra)*, where Odoki J explained that irreparable injury does not mean that there must not be the physical possibility of repairing the injury, but that it means that the injury must be a substantial or material one that cannot be adequately compensated for in damages.

Learned counsel further submitted that the applicant would not suffer irreparable damage since he was not given any piece of land and did not furnish any consideration. He has not proved that he cannot be compensated for the damages for the 1.8 square miles, if any. Counsel prayed that this court finds that the applicant will not suffer irreparable damages, which cannot be adequately compensated in damages if the respondent is not restrained.

Balance of convenience

According to this ground, learned counsel relied on the *American Cyanamid vs Ethicon case*, stating that the court should simply consider the nature of the injunction sought and ask if it would hurt the defendant to suffer it. Learned counsel contended that the balance of convenience favours respondents who are likely to be inconvenienced if this application is granted because they are the registered owners of the suit land and have the same. Counsel further submitted that the applicant does not have the suit land, and the certificates of title are not in its name. Therefore, the applicant shall not suffer any inconveniences if this application is granted in favor of the respondents. In conclusion, learned counsel prayed that this court be inclined to find as such and dismiss the application with costs to the respondents.



- 10 -

Rejoinder

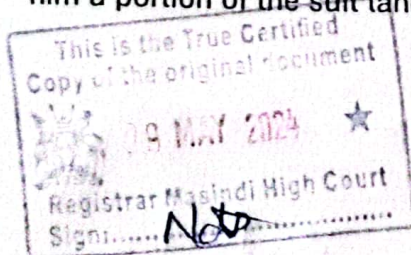
In rejoinder, learned counsel for the applicant submitted that, regarding the status quo, the injunction that the applicant seeks is against the intended transfer, sale, mortgage, or any dealing with the suit land. In other words, the respondents should not be allowed to sell and transfer the suit land until the main case is heard and determined.

Prima facie case.

Learned counsel for the applicant submitted that the issues of whether the commission Agreement (Annex B to the applicant's affidavit) constitutes an enforceable contract and whether any services were rendered could only be determined upon consideration of the evidence during the hearing of the main suit. Counsel added that to prove a prima facie case, the applicant has adduced annexure "B," which is signed by the parties, and other evidence to prove that services were rendered to the respondents, which services have been expressly acknowledged as per annexure "I."

Learned counsel further submitted that the law does not prescribe a commission agreement or contract format. The courts have held that a contract may be partly oral and partly in writing and that oral evidence may be adduced to supplement an available written document to prove the existence of a contract. Counsel added that in this case, the fact that Annexure "B" is not in the usual (lawyer's) format of a detailed sale of land agreement does not in any way affect the existence of the contract between the applicant and the respondents' whereby the parties agreed to remunerate the applicant's services with a portion of the suit land.

Learned counsel further submitted that annexure "B" is an enforceable contract and not an invitation to treat as submitted by the respondents since the applicant's services are related to the respondent's land acquisition. Counsel further stated that the respondents' submissions about the absence of consideration are without any merit or basis since the applicant has pleaded that he rendered services for which the respondents agreed to give him a portion of the suit land. Regarding annexure "B" to bear the company seal, learned



- 11 -

counsel submitted that the law does not require contracts signed on behalf of companies to be under seal or supported by a resolution.

In addition to that, learned counsel submitted that the suit land is properly described, and the applicant has pleaded the specific location of his portion of the suit land and attached a copy of his land title, which borders the suit land, which is located on the side the parties agreed his 640 acres would be demarcated. Learned counsel concluded that this evidence would be appraised during the hearing, where the maps of the two lands will be considered, and a locus visit will be made by this honorable court to establish the facts on the ground. Thus, it cannot be decided at this stage.

Irreparable damage

Learned counsel reiterated his earlier submissions on irreparable damage and stated that the applicant is not seeking to stop the proceedings in the suit that M/s Kafu Sugar Limited filed against the respondents since the current application. The main suit seeks to prevent the respondents from purporting to sell or transfer the entire suit land, which includes the applicant's portion. The intending buyer's suit against the respondents can proceed even if the intended out-of-court settlement fails.

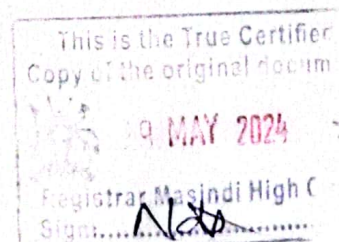
Balance of convenience

Learned counsel submitted that the respondents have stated that they are the registered owners of the suit land and are likely to be inconvenienced if the injunction is granted at a point that is not substantiated. Counsel added that the nature of the inconvenience they will likely suffer is not stated. Counsel stated that the injunction is intended to be a temporary relief as it will not change the status quo, and the respondents will remain registered on the suit land. Counsel prayed that this court be pleased to find no merit in the respondents' submissions.

Court Analysis

The law relating to the grant of temporary injunctions is well stated under Order 41 Rule 1 of the civil procedure rules, which provides the following.

Z.S. 12-



"1. Cases in which temporary injunction may be granted.

Where in any suit it is proved by affidavit or otherwise—

(a) that any property in dispute in a suit is in danger of being wasted, damaged, or alienated by any party to the suit or wrongfully sold in execution of a decree; or

(b) that the defendant threatens or intends to remove or dispose of his or her property to defraud his or her creditors,

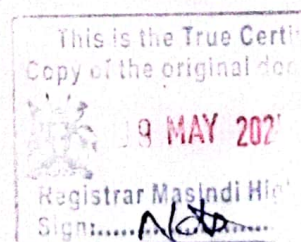
the court may grant a temporary injunction to restrain such act or make such other order to stay and prevent the property's wasting, damaging, alienation, sale, removal, or disposition as the court thinks fit until the disposal of the suit or until further orders."

Section 38 (1) of the Judicature Act grants this court the discretion to either grant an injunction or not as it deems fit and upon consideration of the conditions laid out by several authorities. As stated by both counsels, such conditions were laid out in ***Kiyimba Kaggwa Vs. Katende [1985] HCB pg. 43***, where the court noted that granting a temporary injunction is an exercise of judicial discretion. The purpose of granting it is to preserve the matters in the status quo until the question to be investigated in the main suit is finally disposed of. The court further laid down the conditions for the grant of an interlocutory injunction to include;

- Firstly, the applicant must show a prima facie case with a probability of success.
- Secondly, such an injunction will not normally be granted unless the applicant might otherwise suffer irreparable injury that would not adequately be compensated by an award of damages.
- Thirdly, if the court is in doubt, it would decide on an application based on the balance of convenience.

Therefore, this court shall adopt the abovementioned conditions to determine this application.

S - 13 -

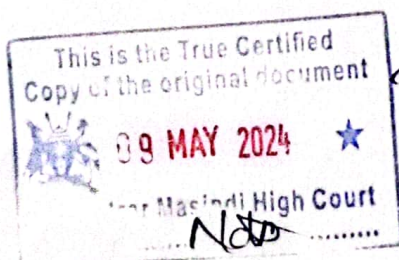


Prima facie case

It is imperative to note that a limit in resolving whether a particular party to a suit has a prima facie case in the substantive suit with a probability of success was highlighted in the case of **American Cyanamid Co v Ethicon Ltd 1975 Vol 1 ALL ER at pg. 504**, where Lord Diplock noted that; *"The use of such expressions as 'a probability', 'a prima facie case,' or a strong prima facie case in the context of the exercise of discretionary power to grant an interlocutory injunction leads to confusion as to the object sought to be achieved by this form of temporary relief. The court no doubt must be satisfied that the claim is not frivolous or vexatious; in other words, a serious question must be tried. It is not part of the court's function at this stage of the litigation to try to resolve conflicts of evidence on affidavit as to facts on which the claims of either party may ultimately depend or to decide difficult questions of law that call for detailed argument and mature considerations. These are matters to be dealt with at the trial."* (emphasis underlined).

Therefore, what is considered a serious triable issue in the substantive suit is obtained from disclosure of a cause of action. A cause of action, according to **Auto Garage Vs. Motokov means**, "..... if a plaint shows that the plaintiff enjoyed a right, that the right has been violated, and that the defendant is liable, then, in my opinion, a cause of action has been disclosed, and any omission or defect may be put right by amendment." Whereas the applicant argued that there is a serious triable issue in the substantive suit for which this court should consider and grant the temporary injunction, the respondents, on the other hand, submitted that the main suit did not disclose a cause of action against the respondents. In paragraph 4 of the main suit vide Civil Suit No. 08 of 2024, the applicant brought the action against the respondents jointly and severally.

- a) A declaration that the plaintiff is entitled to 640 acres of land out of the land comprised in three leasehold certificates of title LRV MAS26 Folio 10 Plot 1022; LRV MAS26 Folio 11 Plot 1024 and LRV MAS26 Folio 12 Plot 1023, all located on Block 9 Waibango, Kibanda County, Kiryandongo District (the suit land).



- b) An order for specific performance compelling the defendants to subdivide the suit; land, process a separate certificate of title for 640 acres and to sign transfer forms and provide other documents of transfer in respect of the 640 acres in favour of the plaintiff;
- c) An order of permanent injunction until the said 640 acres have been parceled and transferred into the plaintiff's name.
- d) General damages and costs of the suit.

I have further perused the facts in the substantive suit filed by the applicant that constitute the claim of the applicant therein and noted that despite not being in actual possession of the said suit land, what is being claimed by the applicant is a promissory right which is alleged to have been violated by the respondents severally and jointly for which he seeks redress from this court. The rest of the nitty-gritties discussed by both learned counsel in their submissions constituted delving deeper into issues of evidence, which this court cannot tamper with at this moment, and the same discussions caused a lot of time wastage for this court. Henceforth, the applicant herein has a prima facie case requiring both parties to adduce evidence and make serious arguments.

Irreparable injury

This means that such injury must be substantial or material that cannot be adequately compensated for in damages. The applicant submitted that there is a risk that the respondents are in the process of disposing of the entire suit land, including the portion where the applicant has an equitable interest. On the contrary, the respondents averred that the applicant would not suffer irreparable damage since he was not given any piece of land and did not furnish any consideration. In the *American Cyanamid case (supra)*, it was noted that.

"The governing principle is that the court should first consider whether if the plaintiff were to succeed at the trial in establishing his right to a permanent injunction he would be adequately compensated by an award of damages for the loss he would have sustained as a result of the defendant's continuing to do what was sought to



be enjoined between the time of the application and the time of the trial. If damages in the measure recoverable at common law would be an adequate remedy and the defendant would be in a financial position to pay them, no interlocutory injunction should normally be granted, however strong the plaintiff's claim appeared to be at that stage."

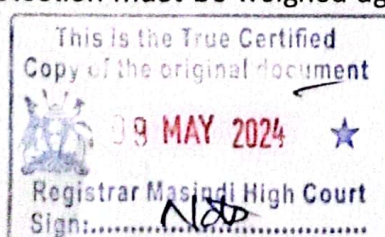
As already indicated above and in the facts of the substantive suit, the matter is solely based on a promise that has not been fulfilled as alleged by the applicant, and it is also a fact that the said suit came up as a result as per paragraph 12 of the applicant's affidavit in support where it states that.

"The applicant is aware that the respondents and Kafu Sugar Limited have reached a settlement Agreement under which the entire suit land will be sold and/or transferred to Kafu Sugar Limited for an agreed settlement amount of USD 2,000,000 (United States dollars two million only) payable to the respondents. A copy of a consent order referencing the ongoing out-of-court negotiations is attached and marked "F."

This solely places the respondents in a position to compensate the applicant through damages, and perhaps the applicant is not a party to the case where he claims that a settlement agreement is about to be reached. I am not convinced that the applicant shall suffer such irreparable injury that no award of damages shall be able to cover because of a promissory right.

Balance of convenience

Balance of convenience means that if the risk of doing injustice will make the applicant suffer, then the balance of convenience is probably favorable to him or her. The court would most likely be inclined to grant him or her the application for a temporary injunction. The object of the interlocutory injunction is to protect the plaintiff against injury by violating his right for which he could not be adequately compensated in damages recoverable in the action if the uncertainty were resolved in his favour at the trial. Still, the plaintiff's need for such protection must be weighed against the corresponding need of the defendant to be



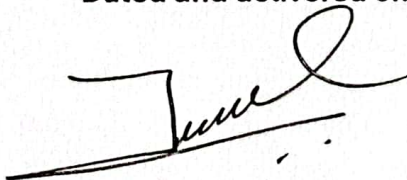
protected against injury resulting from his having been prevented from exercising his legal rights for which he could not be adequately compensated under the plaintiff's undertaking in damages if the uncertainty were resolved in the defendant's favour at the trial. The court must weigh one need against another and determine where 'the balance of convenience' lies (see: **American Cyanamid case supra**)

In this case, I find no injustice against the applicant since an award of damages can compensate him if his main suit succeeds at trial.

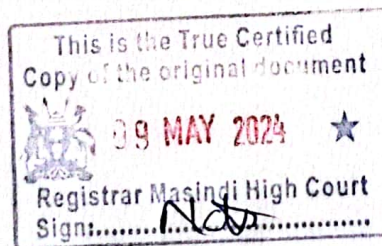
Therefore, I decline to grant a temporary injunction and disallow this application in its entirety. The application is dismissed with costs to the respondents.

I so rule and order.

Dated and delivered on this 9th Day of May 2024.



Isah Serunkuma
JUDGE



- 17 -