THE REPUBLIC OF UGANDA IN THE HIGH COURT OF UGANDA AT KAMPALA CIVIL DIVISION

MISC. APPLICATION NO. 618 OF 2018 ARISING FROM CIVIL SUIT NO. 417 OF 2018

VERSUS

BEFORE: LADY JUSTICE LYDIA MUGAMBE

RULING

- I have carefully considered all the pleadings and oral arguments of the parties in this temporary injunction application. The three-tier test for a temporary injunction application is; a) that the Applicant has a prima facie case with high chances of success;
 b) the Applicant will suffer irreparable loss if not granted; and c) in case of doubt in respect of the above two, then the court makes a determination based on a balance of convenience.
- 2. In circumstances where the sustenance of the Applicant's contract depended on the issuance of call off orders issued within the discretion of the Respondent whenever there was work and where no such call off order issued was breached, it is hard for me to consider that the Applicant has a prima facie case with high chances of success at this stage.
- 3. On the other hand, the Applicant lists so many monetary figures for loss to be incurred in case the injunction is not granted. It also claimed reputational damage to its image that can't be atoned in damages. However such reputational damage can be atoned in general

damages and the other monetized figures can be atoned in special damages if the

Applicant won the main suit. I am therefore not satisfied that the Applicant can not be

atoned.

4. Given the nature of its size, revenue collections and being a local government entity, I am

satisfied that the Respondent has the capacity to pay any amount of loss or damages this

court may award to the Applicant in the main suit.

5. Moreover given the nature of its size, revenue collections and being a local government

entity, I am satisfied that the Respondent has capacity to pay any amount of loss or

damages this court may award to the Applicant if the main suit ended in its favour.

6. On a balance of convenience, at this stage, the Applicant's contract expired in April

2019, this court is reluctant to extend an expired underlying contract. It also appears at

this stage that the Applicant and the Respondent relationship of service has been

constrained and as a result, sustaining the Applicant on an expired contract may not yield

satisfactory delivery or supervision of the service procured. In these circumstances to

ensure efficient service delivery, I am reluctant to allow the injunction application on a

balance of convenience.

7. Based on all the above, the injunction application is denied. To avoid acrimony between

the parties, each party shall bear its own costs.

I so order.

Lydia Mugambe

Judge

30th April 2019

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