**THE REPUBLIC OF UGANDA**

**THE HIGH COURT OF UGANDA**

**MISCELLANEOUS APPLICATION NO. 1050 OF 2020 AS CONSOLIDATED WITH**

**MISCELLANEOUS APPLICATION NO. 43 OF 2010**

**(BOTH ARISING OUT OF HIGH COURT MISCELLANEOUS CAUSE NO. 40 OF 20 12)**

**ATTORNEY GENERAL::::::::::::::::::::::::::::::::::::::::::::::APPLICANT**

**Versus**

**JUSTINE KASULE & 1,022 OTHERS::::::::::::::::::::::RESPONDENTS**

**Before: Hon. Justice Dr Douglas Karekona Singiza**

## RULING

## 1 Introduction

The two consolidated applications before me highlight several difficulties arising from the transition of the city of Kampala from district status under the Local Government Act (LGA) to that of a new capital city authority in the new legal framework. The applications also demonstrate the difficulties created by the separate personnel systems which many local governments in the country engaged at the inception of the decentralised system of the 1990s. In the case of the Kampala Capital City Authority (KCCA), this personnel system appears to have been badly mismanaged.

As revealed in the applications before this court, several 'former' employees of the Kampala City Council (KCC) (some in fact still in the employment of the KCCA) believe that the payment of their benefits has been unduly delayed. This payment – amounting to approximately UGX 80,000,000,000= and as previously ordered by this court – remains to be paid 13 years after the purported termination of their services.

This court is aware of the risks presented to our judicial system when disputes take a long time to resolve. But, undesirable as it may sound, it is my view that in some instances the ends of justice may require a thorough and prolonged litigation process through a review of the court's previous decisions to guarantee a fair judicial outcome.

### 1.1 Representation

At the commencement of the motion, in MA No. 1050 of 2020, the applicant was represented by a state attorney from the *Attorney General's Chambers,* while the respondents were represented by *M/s Tumuhimbise and Co. Advocates,* jointly appearing with *Ms. Geoffrey Nangumya & Co. Advocates.*

Under MA No. 43 of 2023, all the applicants were represented by *Mr. Mushabe, Mununga & Co. Advocates,* while *Mr. Kafeero & Co. Advocates* represented the 3rd respondent. In addition, *Mr. Geoffrey Nangumya & Co. Advocates* represented the 5th and 14th respondents, while *Mr. Tuhimbise & Co. Advocates* represented the 6th respondent. *Mr. Ntambirweki, Kandeebe & Co. Advocates* represented the 7th respondent while *Mr. F.X Ogwado & Co. Advocates* represented the 8th respondents. The 10th respondent was represented by *Mr. Muhumuza & Co. Advocates,* while the 12th and 13th respondents were represented by the *Directorate of Legal Affairs of the KCCA.*

Usually, whenever the motion and arguments are well presented by counsel, as in the application before me, I express my thanks for making the work of the court easier. It is consequently not out of disrespect, but rather to considerations of time and space, that I may not have addressed some of the arguments presented in the application.

## 2 Background

The consolidated application before this court seeks two things: to review this court's own decision (delivered on 24 April 2018) and to set aside the Consent Variation Order (CVO) dated 13 December 2019. On 14 April 2018, this court made a ruling in which several findings and orders were in favour of the respondents. The following eight specific findings and orders (somewhat redacted) are reproduced below:

1. First, a finding that the respondents were lawfully transferred from the KCC to the KCCA, where they had worked from 1 March 2011 to 31 July 2012.
2. Second, a declaration that the respondents were entitled to their full retirement benefits under the LGA for the time in which they worked under the KCC.

3. Third, a finding that since it was illegal, unfair, irregular, and procedurally improper to pay the respondents terminal benefits under the Public Service Guidelines, *a certiorari* and prohibition orders be granted against the application of the Guidelines.
4. Fourth, a declaration that the termination of the applicants' employment without affording them an opportunity to be absorbed in other public service sectors was unfair and resulted in a miscarriage of justice.
5. Fifth, an order that the terminal benefits of the applicants, for the period they worked under the KCC, should be calculated under the LGA and that any further uncleared balance would be paid by the central government.
6. Sixth, an order that the applicants be paid renumeration and other applicable benefits under the Kampala Capital City Authority Act and other governing laws for the 17 months they worked under the KCCA.
7. Seventh, an order that the lawyers' fees be paid at 10% (sic), with these paid directly to the lawyers (sic) to avoid any future advocates/clients bill-of-costs disputes.
8. Lastly, an order that the costs be paid jointly and or severally by both the KCCA and the government (sic).

Following the issuance of these orders, the parties began discussions that resulted in the CVO. This is also a subject under review, with the terms thereof (heavily redacted) as below:

1. The Ministry of Public Service and Cabinet Affairs, the Executive Director (ED) of the KCCA, and the Secretary of the Public Service Commission would no longer remain as parties to the dispute.
2. The government would assume the obligation to pay each of the applicants terminal benefits and general damages amounting to a total of UGX

5000,000=. This sum is in addition to the salary arrears which each applicant would be by paid by the central government for the 17 months spent working for the KCCA, less the amount already paid to each under the Public Service Guidelines.

3. Lawyers' fees amounting to 10% would be deducted from the beneficiaries' entitlements and be paid directly to the lawyers as per the court's ruling.

4. The unsuccessful parties would, due to the CVO, withdraw the appeal or the intended appeal.

5. On its part, the CVO did the following:

    a) varied and vacated the order of costs awarded to the successful parties;
    b) vested the obligation to verify the beneficiaries' entitlements for onward submission to the central government for payment vested in the KCCA;
    c) varied and replaced all other orders related to the dispute; and
    d) fully settled the dispute, with no other party to bring any other similar or related claim against the central government.

## 3 Averments by the applicant

Application No. 1050 of 2020 hinges on two main points. The first is that, following the decision of the court, new important material (that was not within the knowledge of the Attorney General at the time) was discovered.

The Attorney General relied on the affidavit by Ms. Victor Bua Leku (a deponent with several averments). The most important part of his evidence was that after the KCCA had computed the respondents' claims as provided for by the CVO (a copy of the computations was attached), the Hon. Attorney General requested verification of the calculations before authorising payment. A technical

committee, as directed by the President, was established by the Minister in charge of the KCCA and Metropolitan Affairs to ascertain the claimants' calculations, a copy of which was pleaded. An inter-ministerial committee was established to scrutinise the claimants' calculations. This committee then produced a report with specific recommendations.

In the paragraphs below, I summarise those recommendations:

1. The committee established the effective date of the abolition of office of former employees of the KCC as 31 July 2012. As a result, no former employee of the KCC could claim any salary arrears after this retrenchment date.

2. It was the view of the committee that the health workers who had not been retrenched and are still in employment of the KCCA are not entitled to any more payment covering the period between March 2011 and July 2012.

3. Given the distinction between the meaning of the term 'termination of service' and 'abolition of office', the CVO would be impossible to implement and is at variance with the provisions of sections 59 and 61 of the LGA. It was also noted by the committee that any compensation order that is premised on wrong provisions of the law is likely to expose the central government to enormous expenses, extending from the 1990s.

4. The committee found that all the former employees of the KCC who had been retrenched and/or retired after July 2012 had been fully compensated and are now receiving their pension.

5. The committee thus found no good grounds to justify the computed amounts of terminal benefits under the existing framework.

6. The committee elected instead to refer the dispute to the Hon. Attorney General for onward guidance from the central government.

In an additional affidavit, Mr Victor Bua Leku speaks to the possibility that seven records in the CVO had been duplicated. He states further that five (5) of the former KCC retrenched workers (they left before 2012) were mistakenly included in the CVO. Information revealed that six hundred and sixteen (616) former workers of the KCC that were retrenched had in fact received their payment (including pension and gratuity) and were to date on the pension payroll. In addition, 34 (thirty-four) workers of the KCC who had been retrenched or retired in July 2012 have been fully paid their entitlements. These persons are also on the pension payroll, but were reappointed by the Public Service Commission and are now serving with the KCCA.

A further 38 (thirty-eight) persons who had been retrenched in July 2012 were paid their entitlements and are receiving pensions have also been rehired on a temporary basis by the ED KCCA. Mr Victor Bua Leku informs the court that three hundred and thirty (330) health workers had seen no variation in the terms of their employment terms and were not retrenched from service. The fact that they remain on the payroll and received their salaries according to their salary structure is highlighted.

This new information, according to Mr Victor Bua Leku, suggests that all former workers of the KCC had been fully compensated after the July 2012 retrenchment, with some of them rehired by the KCCA on new employment terms. At no one time were there any variations in the terms of employment of any workers of the former KCC to justify any differentiation in pay.

### 3.1 Reply by the respondents

In the paragraphs below, I summarise the key points as discernable from averments in the affidavits in reply from Mr. Kikabi Jefferey, Mr. Ssegawa Samuel Brian and Ms. Justine Kasule.

Mr. Kikabi point is that there was no need to verify further the information available in the existing computed entitlements since this very exercise had already been completed under the guidance of the Solicitor-General. Without stating to whom the verified list was submitted, Mr Kikabi disputes the fact that a committee was ever constituted for verification purposes. Rather, he draws attention to the repeated call on 'stakeholders' to expedite the payment of the claims.

Mr. Kikabi then challenges the findings of the Inter-Ministerial Committee report as irrelevant (on account of the claim that no new information is revealed to warrant a review of their entitlements under a lawful order of the court). According to Mr Kikabi, the application has no prospects of success; it is intended only to delay the payment of the entitlements. Consequently, he prays for damages and interests for every delay caused, and for adherence to strict timelines with regard to when entitlements would be paid.

Mr. Ssegawa Samuel Brian does not contest the fact that it was for the KCCA and the central government to compute their entitlements. His point is that the KCCA termination guidelines in 2012, and no other, were the correct regime under which the claimants' employment termination could have been made. He insists that the claim for the unpaid salaries falls under the new KCCA framework while the claim for their terminal benefits must be governed under the LGA, given that after July 2012, the KCC was abolished. He also insists that no new information exists to warrant a review.

Finally, the respondents rely on the affidavit by Ms. Justine Kasule, who also deponed with similar assertions. She charges that the application is wrong in law and brought with bad motive. It is her view that the purported new information presented by the Inter-ministerial Committee should have been in the knowledge of the Attorney General, but his own officers had elected not to bring it before the

court. Ms. Kasule also wondered which ruling would be reviewed since the very ruling, the subject of the application, had in fact been invalidated (sic) by a CVO.

Even if the applicant had sought to review the CVO, the argument went on, no grounds exist for such review. Ms. Kasule insists that the present application is therefore intended simply to deny many of the respondents' entitlements (with a number of these already deceased). The point was also made that it was misleading for anybody to talk of the potential loss of UGX 74,000,000,000 (that is, 74 billion) to the central government when the CVO was a final settlement for which the respondents had given up their rights to costs.

A related application (No. 43 of 2020), *Geoffrey Ndaula and 2 others v Justine Kasule and 14 others*, seeks to review the CVO to reinstate the findings and orders that had been previously made by this court. In this application, the main complaint is that insofar as the CVO varied and replaced and superseded the court's ruling, this could potentially attract a related action by Ms. PM Associates for unpaid professional work in the tabulation of the respondents' entitlements.

The story that then emerges from this application is that Mr Geoffrey Ndaula, together with all the 1,012 applicants in Miscellaneous Cause No. 40 of 2012, had instructed Messrs Musinguzi and Samuel Okurapa (of T/A PM Associates) to compute their claims. This assignment was executed, and an audit report duly submitted to the lawyers. The purported audit report was challenged by the respondents because no such instructions were ever given. According to the evidence of the 14 respondents here, Mr Ndaula had participated on his own in the meeting that resulted in the CVO, in which case he would suffer estoppel with regard to any application.

### 3.2 Issues for determination

In both applications, detailed submissions and replies were filed. I will, as necessary, refer to the contentions raised in the head arguments. In the written

submissions, all parties raised issues for determination. These can be summarised accordingly:

1. Whether the application presents sufficient grounds to justify the review of the judgments (sic) delivered by this court in Miscellaneous Cause No. 40 of 2012 dated 24 April 2018?

2. Whether there are sufficient grounds to set aside a CVO in Miscellaneous Cause No. 40 of 2020 dated 13 December 20120?

3. What remedies are available?

## 4 The law on review of a decision of court

The uniqueness of the motion before me is that the decision which is the subject of review was made by this very court but before a different judge. It is therefore important to exercise a great deal of caution and not enter into the merits of the case: that would be the province an appellate court. SC Sarkar et al.,[1] while interpreting the equivalent of Order 46 Rule 1, highlight the following as essential considerations:

1. It is preferred that an application to review a court's own decision be filed before the appeal is lodged.

2. Where an application is filed before the appeal has been lodged, the court is still vested with the power to dispose of such an application even if the appeal has not been heard and determined.

3. The filing of the appeal by any party does not affect the court's power to hear such a review.

4. Once an appeal had been heard, such a review must be discontinued.

[1] SC Sarkar et al. *Sarkar's Law on Civil Procedure (Volume 1 & 2)* LexisNexis: New York (2012) pp. 1592.

In essence, a review application cannot survive once an appeal has been lodged and heard.

These authors (SC Sarkar et al.), however, do not refer extensively to Order 46 Rule (1)(b) of the Civil Procedure Rules (CPR), which deals with the discovery of new, important matters of evidence. Essentially, under sub-rule (b) of rule 1, an aggrieved person can rely on the ground of the discovery of new information if

- the new information was discovered after due diligence; and
- the new information was not within the aggrieved party's knowledge, *or was not provided by him or her at the time when the decree was given* (emphasis added).

The rules also strongly suggest that even if an aggrieved party does not qualify under any of the circumstances above, it is still possible for the court to consider a review if the facts of the case demand it.

### 4.1 Rationale for Order 46 Rule 1

Courts in Uganda have discussed the rationale for Order 46 Rule 1 in some detail, so there is no need to repeat here what has already been discussed elsewhere. It warrants emphasis, though, that in an application for review, all that is important is for the court that passed the decision, if convinced of the existence of sufficient reasons, to grant or decline to grant the motion. The rationale for review is to generally rectify possible mistakes in the decisions and not to quash the entire decision.[2]

Indeed, as noted by Byabakama J as he then was, whenever a court sits to review its own decision, it does not do so as an appellate court. All that a judge does is

[2] *Hoima District NGO Forum & 6 Others vs Murungi Catherine & 5 Others* Civil Misc. Application N0-Hct (Hoima)-12-Cv-Ma-0013 of 2013 [Arising from Civil Revision Application N0-0021 of 2013].

to check whether the conditions laid out in Order 46 Rule 1 have been complied with. The role of the court while reviewing its own decision is therefore limited to making the 'relevant and necessary rectification and corrections sought'.[3] Notionally speaking, just because the decision is procedurally wrong or simply because a court's decision presents evidence of the wrong application of the law or wrong exercise of discretion, this does not justify a review and may not pass the test under Order 46 Rule 1.[4] Courts are usually cautious in granting review orders, with great care taken to guard against reopening fully litigated disputes.[5]

## 5 The law on review of consent judgments

It is a given, but by no means a settled matter in many Ugandan courts, that parties to a dispute before a court of law can agree to settle their disagreement by means of a consent judgment. How the parties may execute such a judgment is well detailed in our civil procedure rules. It is, however, emphasised that once such an agreement is documented in writing, it must be signed by the parties and also endorsed by the court.[6] Of particular importance is that a consent judgment is not cast in stone. It may be invalidated, altered, or altogether set aside under a number of limited but listed grounds. Ugandan courts have extensively discussed six possible grounds for interference with a consent judgment, namely that it

- was executed without adequate information;
- was based on the misapprehension or in ignorance of material facts;
- was executed against the laws of the land;
- was punctuated by fraud, or is in fact mistaken; or

[3] *Hoima District NGO Forum & 6 Others (ibid)* Byabakama J as he then was, in relying on the case *Mapalala v Bristish Broad Casting Co-operation* [2002] 1 E.A 132 (Court of Appeal of Tanzania) clarified that a review order cannot overturn the final verdict all.
[4] *Ibid*.
[5] See *Kampala Capital City Authority v Nibimara Charlese & 10 Ors* per SSekana J.
[6] For details, see Order 25 Rule 6 of the CPR.

- contravened the court policy; and
- could be set aside by the court for any other reason.[7]

### 5.1 The impact of such a consent on the challenged ruling.

The effect of a consent judgment is that it shields those to whom rights have been vested from any person who may act against it.[8] However, this obtains only for as long as such a judgment remains unchallenged in courts of law or unaltered by the parties themselves.[9] When a consent judgment assumes the nature of varying orders of the court already given or a CVO, it supersedes all the other previous agreements given by the parties involved in the dispute.[10] In essence, no party can file a fresh suit on the same subject matter unless a CVO has been set aside and or altered. [11]

In the paragraphs below, after providing a general summary of the law on review of judgments (including the circumstances in which a CVO may be reviewed), I turn to examine the questions as presented to this court for determination.

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[7] See *Ismail Sunderji Hirani v Noorali Esmail Kassam* [1952] EA 131; *Attorney General & Uganda Land Commission v James Mark Kamoga & James Kamala* SCCA No. 8 of 2004*;* and *Robert Migadde v Musoke Tadeo and 4 Others*, High Court Miscellaneous Cause No. 109 of 2017. All of these decisions draw in major ways on Seton et al., *Forms of judgments and Orders in the High Court of Justice and Court of Appeal : Having Especial Reference to the Chancery Division, with Practical Notes* Sweet & Maxwell (Ashford Press): London (1985) p 124: '*Prima facie*, any order made in the presence and with consent of counsel is binding on all parties to the proceedings or action, and cannot be varied or discharged unless obtained by fraud or collusion, or by an agreement contrary to the policy of the court ... or if the consent was given without sufficient material facts, or in misapprehension or in ignorance of material facts, or in general for a reason which would enable a court to set aside an agreement.'

[8] See section 114 of the Evidence Act Cap 6.

[9] See *Ken Group of Companies Ltd. v Standard Chartered Bank Limited (U) Ltd, Nicholas Ecimu and Kamugisha M. Bertram* Civil Suit No. 486 of 2007 per Madrama J, where the court relied on the case of *Huddderfiled Banking Co. Ltd v Henry Lister & Sons Ltd.* (1895) 2 ChD p 273 pp 280. See also Mulenga JSC in *Attorney General and Another v James Mark Kamoga & Another* SC CA No. 8 of 2008, who discussed the same principles.

[10] See Katureebe CJ as he then was, in *Saroj Gadensha v Transroad Ltd* SC CA No. 13 of 2009.

[11] See *Sabiiti Eruic v Kampala Capital City Authority* HC Miscellaneous Application No. 316 of 2017 per Keinamura J.

## 6 Sufficiency of grounds to justify the review.

As noted in section 4.1 of this ruling, this court is fully aware that it is not sitting as appellate court in this application. I shall therefore ensure that only those findings and orders that may pass the test of Order 46 Rule 1 are reviewed. Any other findings that do not fall under the ambit of the framework for reviewing a court's own orders shall be dealt with in another forum. I therefore steer clear of any arguments that would seem to attempt to impeach the court's decision on the grounds of wrong interpretation of the law or wrong exercise of discretion.

In my view, this courts' previous ruling that concern with the interpretation of the transitional provisions in the LGA after the enactment of the Kampala Capital City Authority Act may not reviewed here. I am certain, however, that the outcome of any erroneous constructions of the law which arise from a mistake can be reviewed.[12] It is noted that the court had found that the respondents, as former employees of the KCC, were lawfully transferred to KCCA where they worked from 1 March 2011 to 31 July 2011. It is my view that such a finding can also be rectified, even if, by itself, it is incapable of passing the Order 46 Rule 1 test. The reason for this supposition is that, whilst it is true that the above finding of the court touches on the judge's comprehension and interpretation of sections 59 and 61 of the LGA on the true meaning of the phrase 'termination of services', the outcome of such a view may in fact be rectified.

Even if the court could have wrongly interpreted the provision of the law by considering the phrase 'termination of services' as synonymous with the 'abolition of office', it is not for this court decide whether such a finding was correct or not. The new information that was obtained (after considerable efforts by the applicant) passes the second key consideration. It could be that the new information was always within the knowledge of the central government agents.

[12] *Hoima District NGO Forum & 6 Others (ibid).*

The fact that this information was not readily available and known to the applicant is not disputed. That notwithstanding, the new information clearly brings into force the full extent of Order 46 Rule (1)(b) of the CPR.

## 7 Assessment

It is important first to examine what the new information yields. It gives the correct and accurate effective date of the abolition of offices of the respondents; it also reveals that none of the former KCC health workers had ever been retrenched and are still employees of the KCCA. Finally, it discloses that that all former employees of the KCC who had been retrenched and/or retired after July 2012 had been fully compensated and are in fact on pension. It appears that in making the orders the subject of rectification, this court had acted on evidence which the new information challenges. The following specific information has been summarised earlier is repeated here because it underlines several important facts, namely:

1. the possibility that seven records in the CVO had been duplicated;
2. five (5) of the former KCC retrenched workers (who left before 2012) were mistakenly included in the CVO;
3. six hundred and sixteen (616) former KCC workers who were retrenched had in fact received their payment (including pension and gratuity) and were to date on the pension payroll;
4. a further thirty-four (34) retrenched KCC workers who had been retrenched or retired in July 2012 and fully paid their entitlements are on the pension payroll – these categories of retrenched former workers were reappointed by the Public Service Commission and now serve with the KCCA; and

5. thirty-eight (38) persons who had been retrenched in July 2012 were paid their entitlements and are also in a pension payroll but have been again re-appointed on a temporary basis by the ED KCCA.

Cumulatively, with the introduction of the above information, a clear pattern of serious mistakes is revealed, one that must be corrected by this court.

## 8 Sufficiency grounds to set aside a CVO.

It is noted that the CVO was, in effect, intended to execute the ruling the subject of review. Insofar as the CVO paved the way for the execution of the ruling, it must, on policy grounds, also be set aside. Even if we accept that the CVO was a separate agreement (one which had in fact extinguished the ruling of the court), this can only be true to the extent that it was only ever intended to execute the ruling. After an extensive review of the ruling of the court (in which numerous errors have been rectified), almost nothing remains to execute other than the smaller parts of the court's findings that have not been corrected.

What emerges from the deliberation is that the CVO had been made in the absence of adequate information concerning which former KCC employees had been retrenched, compensated, paid a pension, and/or employed again by the central government after the abolition of the KCCA. It would be against the laws of the land to agree to pay a person any compensation on the understanding that he or she had been retrenched when in fact the claimant had been fully paid. Even worse would be to consider compensating someone for losing their job when they had never lost their job at all. It would be a blatant breach of public policy to consider any payment in form of compensation in the circumstances stated above. Since there is ample evidence that the CVO was erroneously executed, it must be wholly set aside.

## 9 Remedies

It is the firm view of this court that the newly disclosed information falls squarely within the ambit of Order 46 Rule (1)(b) of the CPR. There remains only one obligation: to correct or rectify any errors in the ruling that this court had delivered. There is no doubt that the earlier ruling of the court was based on erroneous or insufficient information. The result is that the following declarations must be made:

a) It is a mistake that the respondents' arrears could have been computed using a different date of termination of abolition of services than the correct date (31 July 2012).

b) All the former KCC health workers that had not been retired are therefore not entitled to any compensation.

c) An order compelling the applicant to compensate all the respondents who were fully paid their entitlements and are in fact receiving their pensions was equally against the public policy.

d) It was an error for a court to have made order for compensation in favour of former KCC health workers when their employment status had never changed.

e) It is the firm view of his court that no civil servant should ever be 'compensated' for loss of employment when that very same civil servant remains on the public payroll.

I therefore find sufficient grounds to review this court's decision by correcting and rectifying the above errors in the ruling *vide* HC (Kampala) Miscellaneous Cause No. 40 Of 20 12. Ultimately, the finding of this court is that none of the writs made against the applicant were necessary and are therefore vacated, with the result that Application No. 43 of 2020 then becomes moot. The two

consolidated applications are therefore dismissed and with the final order that each party shall meet their own costs.

## 9.1 Comments

Whenever I find questions emerging from any motion or suit that deal with our country's decentralised system, I usually make at least one *en passant* comment. This is in the hope that such ideas may attract those in the privileged positions of policy-making to consider them as potential contributions to the reform process. It is not in dispute that the two consolidated applications illustrate the challenges involved in the separate personnel system in Uganda's decentralisation system.[13] The consolidated application before me clearly indicates the urgent need to consider the establishment of a common (centrally managed) pool of human resources for all districts in the country (centrally centrally). This would mean that all the data dealing with recruitment, retirement and pension should be stored and made easily available. If such a facility existed, we might avoid future claims by litigants that may wrongly think they are entitled to certain reliefs.

**Douglas Karekona Singiza**

**Acting Judge**

**4 December 2023**

[13] See *Wakiso District Local Government v Serwada Joseph* High Court Civil Appeal No. 66 of 2020 per Singiza J (Ag Judge) p 18.