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THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA HOLDEN AT GULU

MISC APPLICATION NO. 174 OF 2022

10

**(ARISING FROM EXECUTION APPLICATION NO. 05 OF 2022, ITSLEF
ARISING FROM CIVIL APPEAL NO. 10 OF 2017)**

15

MARY LAMUNU.....APPLICANT

VERSUS

20

KAGGWA MICHAEL.....RESPONDENT

25

BEFORE: HON. MR. JUSTICE GEORGE OKELLO

RULING

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Background

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The applicant applies as an objector to stop court execution process and have the property attached, released from attachment. The Respondent doubles as a Judgment creditor against persons who have been left out of the present proceedings either deliberately or inadvertently by the Applicant. The Respondent and third parties litigated in the lower court escalating into High Court Civil Appeal No. 10 of 2017 which was determined in December, 2018 by Stephen Mubiru, J. The Judgment

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5 debtors in that appeal are; Olal Mark, Olal Jimmy, Taban Paul, Oola Peter,
Komakech Mario, Ocan Charles and Anjelina Atto.

Following the Decree of Court, the Judgment debtors were adjudged to pay
the Respondent (who was the appellant then) costs which was taxed and
10 totaled to Ugx 62,938,500. The Respondent applied for execution and a
warrant of attachment was issued to the Bailiff of Court, attaching land
and a house situate thereon, found at plot 15 Kiguka road, Airfield Sub
Ward, Bar-Dege Parish, Bar-Dege Layibi Division, Gulu City. The property
was said to belong to Ocan Charles, one of the Judgment debtors. Having
15 got wind of the execution process, the Applicant launched the present
application, objecting to the attachment and praying that the property be
released from attachment, and costs be provided for.

Grounds

20 In her Motion filed under Order 22 rules 55, 56 and 57, and Order 52
rules 1, and 3, of the of the Civil Procedure Rules, S.1 71-1 (hereafter the
CPR), and section 98 of the Civil Procedure Act Cap.71, the Applicant avers
that she owns the land and the developments thereon, which have been
attached, having purchased it from Ocan Charles on 16th December, 2021
25 well before the date of the attachment.

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5 The Applicant also avers that she took possession of the property as the
owner and carried further development of an incomplete storey building
by plastering, fitting doors, window frames, doing plumbing works, and
also fencing off the building with a perimeter wall fence. She contends that
to her dismay, the property was attached in execution of the decree of this
10 court. She asserts that Ocan Charles has no legal or equitable interest in
the property, having sold it well before the court execution. The Applicant
thus contends that, *ipso facto*, the land and the property is not liable for
attachment and ought to be released from attachment. She avers, she
would suffer grave injustice if the Application is not allowed.

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There is an affidavit in support. Therein, the applicant attaches the Sale
Agreement, scanned photographs of the affected building, the wall fence,
bricks on site, and other materials showing some work at the site. She also
attaches photographs she took with her spouse in the forecourt of and
20 inside the building. She also annexes a proforma invoice showing
quotation for items either purchased or to be purchased for purposes of
tiling the house, and materials for other finishes. The Applicant also relies
on a copy of the warrant of attachment issued by court on 28th June, 2022.

25 **Opposition**

The Respondent vehemently opposed the Application. In his affidavit
which is unnecessarily prolix and repetitive, running through some 81

5 paragraphs, he deposes, in summary, that the Applicant's allegation that she purchased the property, is false, as the alleged sale agreement is fake and designed to defeat the execution process. The Respondent contests all the annexures relied on by the Applicant, calling them fake.

10 The Respondent surmised that the Applicant is related to the Judgment debtors, and more especially Ocan Charles whose property has been attached. The Respondent deposes that Ocan Charles is a brother to the Applicant. The Respondent goes on to doubt how the Applicant could afford to buy the property at a whooping consideration of Ugx
15 300,000,000, yet he believes she lacked means. The Applicant stated during cross examination by the Respondent, that she is a housewife, a tailor and does small scale business like selling charcoal, among others.

The Respondent also deposed that before the alleged attachment, the
20 Judgment debtors, through their counsel, in a proceeding before the execution court (on a notice to show cause), never informed court that the property had already been sold to the Applicant, so the Applicant's claim is false. The Respondent makes other allegations touching on the alleged nationality and citizenship of the Applicant and the Judgment debtors,
25 claiming they have contrived to defeat the course of justice, by denying the Respondent from realizing the fruits of the decree by fronting the present action through the Applicant.

5 **Rejoinder**

The Applicant filed an affidavit in rejoinder, denying the allegations and reiterating what she deposed before.

Cross examination of the Applicant

10 As noted, the Applicant was cross examined when Court granted the Respondent leave. The Respondent also erroneously sought to cross examine other persons who never swore affidavits in the proceeding. Court rejected the request.

15 **Court investigation**

Being an objector proceedings, this Court, having considered the pleadings and the material before it, proceeded under Order 22 rule 55 of the CPR to examine the objector/ applicant. Owing to the absence of guidelines in the rules of court on how the examination ought to be conducted, this
20 Court invoked the provision of section 39 (2) of the Judicature Act Cap. 13, and required the objector/ applicant to take oath, and proceeded to examine her.

Court also invoked the provision of section 98 of the Civil Procedure Act
25 and ordered other material witnesses to appear before court for examination as court witnesses, to clarify some matters that had arisen in the objector proceedings when the affidavits evidence is lacking. These

5 were the Bailiff of Court, a one Polycarp Obita; Obote George the spouse
of the Applicant; Otim Peter alleged to have been the caretaker of the
property attached at the time of the attachment; Otim Mike, the Local
Council I Chairperson of the area where the property is situate and who is
alleged to have witnessed its earlier sale by one of the judgment debtors.

10

The further course taken under section 98 of the CPA, was to clear issues
surrounding the possession of the property on the date of the attachment.
It was also intended to clear the issue of whether if the objector/ the
applicant was in possession, whether the possession was in her own right
15 or on account of the judgment debtor (Ocan Charles.)

The process of the attachment had also to be explained to court by the
Bailiff, as initially there was no return on court file, although the Bailiff
said he had filed one. A copy was later furnished to court during the
20 examination by court. This Court thus sought to establish the truth of the
matter. The process was not merely an investigation but an adjudication
of the objection and rival contentions.

Legal representation

25 During the hearing, the Applicant was represented by learned counsel
Andrew Ojede Oremo while the Respondent was self-representing. Court
had earlier directed for the filing of written submissions. None was lodged

5 for the Applicant while the Respondent filed what he called submissions
but in substance he adduced fresh evidence therein. The Respondent also
reproduced paragraphs of the prolix affidavit, in his submission, way
beyond what was canvassed in the affidavit, and ended up supplying new
information in his 'submission'. With respect, Court ignored extraneous
10 material in the Respondent's impugned 'submission'. In this ruling I have
only taken into account paragraphs of the 'submission' deemed relevant,
albeit a regurgitation of the affidavit in reply. This Court however
understands the dilemma faced by lay litigants who self-represent. In this
case, and with the greatest respect, the Respondent appeared quite
15 oblivious of what is expected in the conduct of trials before a court of law.
He obviously did not have a clue on making written submission.

Since the parties did not frame issues, having considered the material
before me, Court proceeds to frame the issues for determination.

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Issues

**1. Whether the land and the storey building situate in Airfield Sub
Ward, plot 15, Kiguka Road, Bar-Dege Layibi Division, Gulu City
was attached by Court?**

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**2. If so, whether the property should be released from
attachment?**

5 **3. What remedies are available to the parties?**

Resolution

Issue 1: **The attachment of the property**

10

Black's Law Dictionary (9th Ed.), By Bryan A. Garner, at page 145 defines attachment to mean "***the seizing of a person's property to secure a Judgment or to be sold in satisfaction of a Judgment.***"

15 The definition, with respect, is not helpful when seeking to understand the meaning of attachment of immovable property. This definition is more relevant in understanding the meaning of attachment of moveables, which in court's view, are things capable of being sized.

20 Be that as it may, attachment and sale is one of the modes of execution of decree or order of court, provided for under section 38 (b) of the Civil Procedure Act. A court may therefore order execution of the decree on an application of the decree holder. Execution thus signifies the enforcement of or the giving effect to the Judgment or orders of courts of justice. See:
25 ***Words and Phrases Legally Defined, Vol. 2, 3rd Ed., London and Butterworths 1989 at pp195-6.*** Lord Denning MR shared this view. He opined that the term 'execution' is familiar to lawyers as it means "***the***

5 ***process for enforcing or giving effect to the judgment of the court.”***

See: ***Re Overseas Aviation Engineering (GB) Ltd [1962] 3 All ER 12, at p.16***

In the instant case the issue whether the property was attached in
10 execution of the decree of court became contentious. Whereas the
Applicant and the Respondent agree that the attachment took place, the
agent of the court, a Bailiff, asserted the contrary. Court has therefore
found it necessary to clear the controversy.

15 Order 22 rule 51(1) and (2) provides in clear terms how the attachment of
immovable property is done. It reads,

***“Rule 51 (1): Where the property to be attached is immovable, the
attachment shall be made by an order prohibiting the judgment
20 debtor from transferring or charging the property in any way, and
all persons from taking any benefit from the transfer or charge and
ordering the judgment debtor to deliver up to the court the duplicate
certificate of the title to the property.”*** (Underlining is mine.)

Sub-rule 2 of rule 51 provides for steps to ensure effective service of the
25 order/warrant on the judgment debtor. It provides,

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5 **“Order 22 rule 51 (2): A copy of the order shall be served by affixing**
it on a conspicuous part of the property or be served on the judgment
debtor and further advertised as the court may direct: except that
the court may further direct that, if an order cannot be served as
aforsaid, it shall be served by affixing a copy of it on some
10 **conspicuous place in the court and also on some part of the house,**
if any, in which the judgment debtor is known to have last resided
or carried on business or personally worked for gain or in such other
manner as the court thinks fit.”

15 In light of the provision of Order 22 rule 51 (1) of the CPR, a warrant of
attachment of immoveable property must be in the following terms;

- 20 i) It must prohibit the judgment debtor from transferring or
charging the immoveable property in any way and all persons
from taking any benefit from any transfer or charge.
- ii) The order must further direct the Judgment debtor to deliver up
to the Court the duplicate certificate of title to the immoveable
property.

25

I am therefore of the view that an attachment of immoveable property
crystallizes once a warrant is issued by court and served on the Judgment

5 debtor. Service can be by any mode, coming within the purview of Order
22 rule 51 (2) of the CPR which is couched in wide terms.

In **Ndawula Ronald Vs. Ugafin Ltd, Misc. Application No1701 of**
2014, Alfonse C. Owiny Dollo, J., (as he then was) was of the view that
10 attachment of immovable property in execution in a manner that is
contrary to the provisions of Order 22 rules 51 (1) and (2) of the CPR
cannot stand. I agree. In that case, the court set aside an attachment
because, among others, the advertisement of the property for sale after
attachment disregarded procedure such as first securing the certificate of
15 title thereto and publishing the attachment.

It seems to me the provision of Order 22 rule 51 (1) CPR flows from the
provision of section 48 of the Civil Procedure Act Cap.71. The section
provides,

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“ s.48 (1) the court may order, but shall not proceed further with, the
sale of any immoveable property under a decree of execution until
there has been lodged with the court the duplicate certificate of title
to the property or the special certificate of title mentioned in
25 **subsection (4)”** (Emphasis is mine.)

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5 Subsection 2 of section 48 reads,

“The court ordering such sale shall have power to order the judgment debtor to deliver up the duplicate certificate of title to the property to be sold or to appear and show cause why the certificate of title should not be delivered up.”

10

The CPA provides for punishment for any default to deliver up the certificate of title to the property attached. Thus section 48 (3) of the CPA provides,

15 ***“Where the court is satisfied that a judgment debtor has wilfully refused or neglected to deliver up such certificate when ordered to do so, the court may commit him or her to prison for a period not exceeding thirty days.”***

20 The need for delivery up of a certificate of title, be it duplicate or special, appears therefore crucial when a court is to proceed with sale of the immoveable.

In the present matter, this court was not told whether or not a certificate
25 of title of the property was delivered to court, if any. The warrant of court, ordered for the delivery up of all documents relating to the property. It was not specific to the document of title. I have perused the warrant of

5 attachment issued by the Deputy Registrar of Court. It is annexure "D" to
the Applicant's affidavit. It is dated 28th June, 2022, and is directed to
Obita Polycarp, trading as Obitex Associates, P.O Box 738, Gulu. The
warrant was correctly issued under O.22 rule 51 of the CPR. It however
inadvertently refers also to rule 40 of Order 22, which of course is
10 erroneous, as rule 40 of Order 22 deals with attachment of moveable
property other than agricultural produce. No moveable property is in issue
in the instant proceedings.

The relevant part of the warrant reads,

15

**"...AND IT IS HEREBY ORDERED THAT, the interest of the Judgment
debtors in his land situated at plot No. 15 or 17 of land of Ocan
Charles (Appellant No.6) located on Kiguka road, Airfield Sub-Ward,
Bardege Parish, Bardege- Layibi Division, Gulu City herein, to be
20 attached and sold in execution of the decree and the judgment
debtors are hereby prohibited from transferring or relinquishing such
property in any way to a third party or any person from taking or any
benefits from such transfer or charge.**

25 **AND IT IS FURTHER ORDERED THAT, the Judgment debtors deliver
to this Honourable court immediately all documents relating to the
above mentioned property.**

5 **You are further commanded to return this warrant on or by the 31st
day of October, 2022 with an endorsement certifying the day on
which and manner in which it has been executed, or the reasons why
it has not been executed.”** (Underlining is mine.)

10 As observed, although the warrant does not specifically command the
judgment debtors to deliver up to Court, the duplicate certificate of title to
the immoveable property, it broadly stated that the judgment debtors
deliver up to court all documents relating to the mentioned property. In
my respectful view, the omission to state specifically that a certificate of
15 title to the suit land be delivered, ought not to affect the validity of the
warrant.

The warrant substantially complies with the law. At any rate, the broad
description of the documents required for delivery up, is a curable
irregularity, remediable under article 126 (2) (e) of the Constitution of
20 Uganda, 1995, to do substantive justice in the matter. I would thus
construe that the warrant covers a certificate of title that ought to be
delivered up to court.

In this matter, there is ample evidence that the warrant was notified to the
25 judgment debtors by way of advertisement in the daily monitor newspaper,
as their names were stated therein, and the appeal number. The
Respondent, in my view, complied with the requirement of the law. A copy

5 of the Daily Monitor Newspaper of July, 6, 2022 is annexed to the affidavit
of the Respondent, as annexure number 7. The Bailiffs of Court, Obitex
Associates, caused the advertisement. The Advertisement bears the
picture of the building sought to be sold. The advertisement thus achieved
the double purpose of notifying the judgment debtors but also the potential
10 buyers.

In my view, therefore, although the Bailiff of Court claimed during court
examination that he did not visit the property attached, he actually
completed the process of attachment by notifying the judgment debtors in
15 a manner coming within the contemplation of the rules where service in
the ordinary manner is not possible.

The property was attachable under section 44 of the CPA and was duly
attached by court. The issue of delivery up of the duplicate certificate of
20 title, in my view, is a precursor to any subsequent sale. Delivery up
ordinarily should follow the act of the attachment and advertisement, as
required by section 48 of the Civil Procedure Act. This is because sub-
section (1) of section 48 of the CPA bars court from proceeding with the
sale of any immovable property under a decree of execution until a
25 duplicate certificate of title or special certificate has been delivered up.

Given my analysis, I would resolve the first issue in the affirmative.

5 **Issue 2: whether the property should be released from attachment?**

In objector proceedings the objector is obliged to adduce evidence to show that on the date of the attachment he/she had some interest in the property attached. This is the requirement of Order 22 rule 56 of the CPR

10 which provides,

“O.22 rule 56: the claimant or objector shall adduce evidence to show that at the date of the attachment he or she had some interest in the property attached.” (Emphasis is supplied.)

15

Order 22 rule 57 of the CPR guides on release from attachment of the property attached. Thus, where upon the court investigation under Order 22 rule 55, the court is satisfied that for the reason stated in the claim or objection, the property was not, when attached, in the possession of the judgment debtor or of some person in trust for him/her, or in the occupancy of a tenant or some other person paying rent to him or her or that being in possession of the judgment debtor at that time it was so in his/her possession not on his/her own account or as his/her own property but on account of or in trust for some other person, the court shall make an order releasing the property, wholly or to such an extent as it thinks fit, from attachment.

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5 Under Order 22 rule 58 of the CPR, Court is obliged to refuse to release
the property attached and shall disallow the claim, where it is satisfied
that the property was, at the time it was attached, in the possession of the
judgment debtor as his/her own property and not on account of any other
person, or was in the possession of some other person in trust for him/her
10 or in the occupancy of a tenant or other person paying rent to him or her.

It should be noted that rights to property attached may be determined by
way of a suit. Thus under Order 22 rule 60 of the CPR where a claim or an
objection is preferred, the party against whom an order is made may
15 institute a suit to establish the right which he/she claims to the property
in dispute, but, subject to the result of the suit, if any, the order (against
the party against whom it is made, be it the claimant, the objector or the
judgment creditor) shall be conclusive.

20 The enumerated provisions of the CPR dealing with objector proceedings
have been interpreted and applied by several Courts within East Africa.

See: **Chotabhai M Patel Vs. Chatrabhai Patel & another [1958] E.A
743; Sokempex Interstate Co. Ltd Vs. Eurafro General Import and
25 Export Co. Ltd [1981] HCB 75; Uganda Mineral Waters Ltd Vs. Amin
Piran & Kampala Minerals Ltd (1994-95) HCB 87; Harilal & Co. Vs.**

5 **Buganda Industries Ltd [1960] 1 E.A 318; David Muhenda & 3 others**
Vs. Margaret Kamuje, Civil Appeal No. 9 of 1999 (SCU)

The principles enunciated in the court decisions dealing with objector applications are;

- 10 i) Where an objection is made to the attachment of any property attached in execution of a decree on the ground that such a property is not liable to attachment the court shall proceed to investigate the objection with the like power as regards examination of the objector, and in all other respects, as if he was
- 15 a party to the suit.
- ii) The objector shall adduce evidence to show that at the date of the attachment he had some interest in the property attached.
- 20 iii) The question to be decided is, whether on the date of the attachment, the judgment debtor or the objector was in possession, or where court is satisfied that the property was in possession of the objector, it must be found whether he held it on his own account or in trust for the judgment debtor. The sole
- 25 question to be investigated is, thus, one of possession of, and some interest in the property.

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5 iv) Questions of legal right and title are not relevant except so far as
 they may affect the decision as to whether the possession is on
 account of or in trust for the judgment debtor or some other
 person. To that extent the title may be part of the inquiry.

10 Turning to the question of who was in possession of the property on the
 date of the attachment, the term '*possession*' is not defined in the Rules of
 this Court. Law Dictionaries however offer guide. According to Black's law
 Dictionary, 9th Ed., (*supra*) at pages 1281-82 possession is the fact of
 having or holding property in one's power; the exercise of dominion over
15 property. It is the right under which one may exercise control over
 something to the exclusion of all others.

 According to Oxford Dictionary of Law (p.371) possession denotes actual
 control of property combined with the intention to use it, rightly or wrongly
20 as one's own. In case of land, possession may be actual when the owner
 has entered on to the land or possession in law, when he has the right to
 enter but has not yet done so. Possession also includes the receipt of rent
 and profits or the right to receive them.

25 In the present case, the Applicant adduced affidavit evidence in an attempt
 to prove that she purchased the property from Ocan Charles on 16th
 December, 2021 well before the court attached the property on 28th June,

5 2022. She thus asserts control over the property as at the time of the attachment. On his part, the Respondent did not rebut the fact of possession by the Applicant. He did not challenge the element of control of the property by the Applicant. The evidence shows that the Applicant placed a care taker, a one Otim Peter on the property.

10

Be that as it may, the Respondent however strenuously argued that the Applicant's purported control over the property is in contrivance with the judgment debtor. I understand him to be suggesting that the Applicant's possession is not because she has any interest therein, but she is in
15 possession on account of one of the Judgment debtors, Ocan Charles, the person the Respondent asserts, is still the owner of the property.

In effect, the Respondent contends to the effect that the Applicant is a mere front of Ocan Charles, working in unison to defeat the court execution
20 process and save the judgment debtor's property from attachment. The Respondent went to great lengths, arguing that the Applicant is a sister to Ocan Charles and the two have thus contrived a plot to defeat the course of justice.

25 When cross examined by the Respondent during the earlier proceedings of 22nd February, 2023, the Applicant conceded, the property was purchased in her name but using funds provided by the Applicant's son, a one Otim

5 Lawrence. The son is said to be resident in Canada. The Agreement of
sale/purchase was however drafted and executed in the Applicant's name
as the buyer. The Applicant asserted that the agreement was signed from
Kampala on 16th December, 2021. She also asserted that the vendor (Ocan
Charles) got in touch with the Applicant's son, and that is how the
10 Applicant's son got to know about the availability of the property for sale.
How this was done, it is not clear to court, as neither Ocan Charles nor
the Applicant's son, gave evidence.

The Applicant also stated that Ocan Charles did not hand over any
15 document of previous purchase of the property to the Applicant. The
Applicant further conceded that the LC1 Chairperson of the area (Okot
Mike) informed the Applicant that the vendor was a party to Civil Appeal
No. 10 of 2017. The Applicant therefore got this information on 28th June,
2021 (almost six months before the alleged purchase). According to the
20 Applicant, she got the information at the time the vendor had already lost
an appeal case to the present Respondent. The Appeal was disposed of in
December, 2018 by this Court. The Applicant however denied having had
prior knowledge of the vendor. She claimed she only met the vendor first
time when the vendor sold the property on 16th December, 2021. She also
25 stated that, she got to know the vendor from the home of the LCI
Chairperson.

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5 However, during the court inquiry of 18th May, 2023, the LC1 Chairperson, Okot Mike, in sharp contradiction of the Applicant, stated that the Applicant was taken to his home by the vendor. To Court, this means the vendor and the Applicant had prior interaction and knowledge of each other, contrary to the Applicant's denial. According to the Chairman, when
10 the two went to the Chairman's home, the vendor wanted to sell the property to the Applicant. And the vendor had prior to the date of the sale introduced the Applicant to the Chairman. The LC I Chairman also stated that the sale transaction was concluded in Gulu City, at the house/premises being sold, and not in Kampala. This is contrary to the
15 Applicant's claim that the transaction was concluded in Kampala. The Chairman also said he witnessed the sale Agreement and stamped it. He was emphatic that if any one claimed that the sale Agreement was executed in Kampala, the person would be lying. Of course, this statement exposes the Applicant as a liar.

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The husband of the Applicant, Obote George, too, was examined by Court. He asserted that the Sale Agreement was signed in Gulu City and not Kampala. He said it was his wife (the Applicant) who was buying the property although the money was provided by the son, Otim Lawrence who
25 is based in Canada. The son got in touch with the owner of the house/property (Ocan Charles). The consideration was Ugx 300,000,000 and was paid in cash. The money was brought into Uganda by a younger

5 son of the Applicant, Opio Francis who had been sent by the brother, to
hand over the money to the Applicant to conclude the transaction.

I must observe that the totality of the evidence on record exposes material
contradictions in the evidence given by the Applicant on the one hand, and
10 her spouse and the LCI Chairman on the other. Whereas the Applicant
maintained that the Sale Agreement was signed from Kampala, her spouse
and the LC1 Chairman, who both allegedly witnessed the document,
maintain that the Agreement was signed from within Gulu City, and not
Kampala.

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I think, with respect, the Applicant wanted her claim to rhyme with the
Agreement which is drawn in a manner showing that it was executed from
Kampala. This is because the Advocates who drew the document are
Kampala-based, situate at plot 41, Kanjokya Chambers. The address of
20 the Applicant/ buyer is also indicated in the Sale Agreement as being P.O
Box 27555 Kampala. And for the vendor, it is P.O Box 12866, Kampala.
The Advocate who is said to have witnessed the sale/purchase transaction,
going by her stamp impression, is Kampala-based. The LCI Chairman also
stamped, but as he conceded, he did not travel to Kampala, to witness the
25 transaction, as everything is said to have happened in Gulu City.

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5 The law is that grave inconsistencies and contradictions unless satisfactorily explained, will usually but not necessarily result in the evidence of a witness being rejected. Minor inconsistencies unless they point to deliberate untruthfulness will be ignored. See: **Alfred Tajar Vs. Uganda, EACA Cr. Appeal No.167 of 1969.**

10

In this case I find the inconsistency grave proving deliberate untruthfulness by the Applicant. The inconsistency creates serious doubts in the mind of court as to whether the Applicant truly is in possession of the attached property in her own right as a person with interest therein,
15 and not on account of and in trust for Ocan Charles, the judgment debtor.

The inconsistency also creates serious doubts on the genuineness and the reality of the sale/purchase transaction. It also surprises court why the lawyers for the judgment debtors kept mum about the fact of the alleged
20 sale of the land when they appeared during a notice to show cause why execution should not issue against their clients. That appearance was much later in June 2022, before the Deputy Registrar of Court. With the greatest respect, the whole thing was acted like a movie, but given some imagined reality by executing a document purporting that a sale had
25 happened. The process of identification of the Applicant's son (Otim Lawrence) from Canada by the Judgment debtor (Ocan Charles) who was said to be based in Uganda at the time, coupled with the Applicant's prior

5 knowledge that the judgment debtors had litigated with the Respondent
and had lost in the year 2018, as well as her prior knowledge and
interaction with the particular judgment debtor although she feigned
ignorance of him, and the circumstances of the whole transaction,
seriously militate against the Applicant's claim that she is in possession of
10 the property in her on right, with interest therein. I do not believe the
Applicant in this respect. On the contrary, there is strong evidence that
the Applicant's purported possession of the property is on account of and
in trust for one of the Judgment debtors, Ocan Charles. The whole
transaction, in my view, was conceived and planned by Ocan Charles and
15 his associates, blessed by the Applicant and the LC1 Chairperson and
other players, and presented before a Court of justice, to pass. These were
all designed to secure the release of Ocan's property from attachment.


For the foregoing reasons, I find that the property comprised in Airfield
20 Sub Ward, plot 15, Kiguka Road, Bar-Dege Layibi Division, Gulu City
cannot be saved from the court execution process. I therefore decline to
release the property from attachment. The process of execution should
progress, unless the Judgment debtors and or their privies in the scheme
wish to save the property and redeem it by paying off the sum due to the
25 Respondent of Ugx 62,938,500.

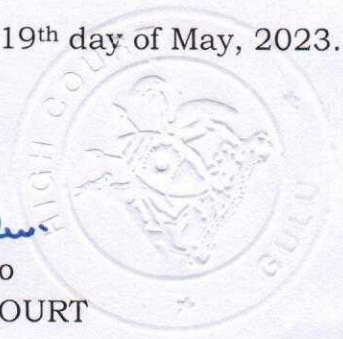
N. K. Ocan

5 Consequently, the Applicant is not entitled to the prayers made and the
application is dismissed with cost to the Respondent. The taxed costs shall
however be limited to recovery of the disbursements only, as the
Respondent was a self-represented litigant. He cannot therefore claim
what Advocates charge for acting for clients, under the law governing the
10 practice and remuneration of Advocates.

Delivered, dated and signed in Court this 19th day of May, 2023.

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George Okello
JUDGE HIGH COURT



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5 Ruling read in Court.

12:30pm

19th May, 2023

10 **Attendance**

Ms. Grace Avola, Court Clerk.

The parties in Court.


No Counsel for the Applicant.

The Respondent is self-representing.

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Court: The Ruling is read in open court.

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George Okello

JUDGE HIGH COURT

