

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
(CIVIL DIVISION)
CIVIL SUIT NO. 0105 OF 2016
SATYA STEPHEN & 25 OTHERS ::::::::::::::::::::::::::::::::::: PLAINTIFFS
VERSUS
UGANDA COFFEE DEVELOPMENT AUTHORITY ::::::::::::::::::::::::::: DEFENDANT

BEFORE: HON. JUSTICE BONIFACE WAMALA
JUDGMENT

Introduction

[1] The Plaintiffs brought this suit against the Defendant for breach of contract seeking recovery of the contractual sum, special and general damages, interest and costs of the suit.

[2] The brief facts according to the Plaintiffs are that they are coffee nursery operators who were identified, selected and contracted by the Defendant to supply coffee seedlings/plantlets to farmers in Tingey County, Kapchorwa District in the months of May to September 2014. Upon delivery of the seedlings, the payments were to be made within 60 working days. It is averred by the Plaintiffs that they supplied coffee seedlings which were received and acknowledged by the Defendant's agents who issued acknowledgement forms that were witnessed by the Regional Coffee Extension Officer (RCEO) and LCIII Chairpersons. The Plaintiffs were, however, not paid despite making several demands and petitioning through the RDC and area Member of Parliament. The Plaintiffs claim that they have suffered loss and damage as a result of non-payment, particulars of which are set out in the plaint.

[3] The Defendant filed a written statement of defence (WSD) denying the Plaintiffs' claims and stated that the Plaintiffs could not be paid as claimed because the supply of seedlings allegedly made by them were questionable and suspect. The Defendant stated that none of the Plaintiffs had nursery beds with capacity to supply the quantity of seedlings they claim to have delivered; that some alleged beneficiaries did not receive any seedlings or received less than what is alleged to have been supplied; some were non-residents of the villages alleged to have been supplied while others disowned the signatures on the acknowledgement forms. The Defendant also stated that the Plaintiffs colluded with officials to falsify and wrongly record the number of seedlings supplied in order to unfairly enrich themselves. It was further stated that the genuine supplies made were paid for. The Defendant prayed that the suit ought to be dismissed with costs.

Representation and Hearing

[4] At the hearing, the Plaintiffs were represented by **Mr. Oscar Kamusiime** while the Defendant was represented by **Mr. Adubango Richard**. Counsel made and filed a joint scheduling memorandum which was adopted with modifications. Evidence was adduced partly by way of witness statements and partly by way of oral testimony before the Court. The Plaintiffs led evidence of fifteen (15) witnesses while the Defendant led evidence of six (06) witnesses. Counsel finally made and filed written submissions which have been considered by the Court in the determination of the issues before the Court.

Issues for Determination by the Court

[5] Three issues are up for determination by the Court, namely;

- a) **Whether or not the Defendant contracted the Plaintiffs to supply coffee seedlings and, if so, on what terms?**
- b) **Whether the Plaintiffs are entitled to the sums claimed in the plaint?**
- c) **What remedies are available to the parties?**

Burden and Standard of Proof

[6] In civil proceedings, the burden of proof lies upon he who alleges. **Section 101 of the Evidence Act, Cap 6** provides that;

(1) Whoever desires any court to give judgement as to any legal right or liability dependent on the existence of facts which he or she asserts must prove that those facts exist.

(2) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

[7] **Section 103 of the Evidence Act** provides that “*the burden of proof as to any particular fact lies on that person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person*”. Accordingly, the burden of proof in civil proceedings normally lies upon the plaintiff or claimant. The standard of proof is on a balance of probabilities. The law however goes on to classify between a legal burden and an evidential burden. When a plaintiff has led evidence establishing his or her claim, he/she is said to have executed the legal burden. The evidential burden thus shifts to the defendant to rebut the plaintiff's claims.

Resolution of the Issues

Issue 1: Whether or not the Defendant contracted the Plaintiffs to supply coffee seedlings and, if so, on what terms?

Submissions by Counsel for the Plaintiffs

[8] Counsel for the Plaintiffs cited the provisions of Section 10 of the Contracts Act 2010 to the effect that a contract is an agreement made with the free consent of parties with capacity to contract, for a lawful consideration and with a lawful object, with intention to be legally bound. Counsel submitted that the Plaintiffs were contracted by the Defendant to supply coffee seedlings at a rate of UGX 300/= per seedling on terms that payment will be made within 60 days

from the date of delivery. Counsel stated that the Plaintiffs were issued with bid documents and local purchase orders by way of UCDA Form A and were also given Form B upon delivery of the seedlings being confirmed by the LC III Chairpersons who endorsed the forms with an official stamp and verified by the Regional Coffee Extension Officer (RCEO). Counsel concluded that this is evidence of existence of a contract between the parties.

[9] On the assertion by the Defendant that the Plaintiffs were not paid because of irregularities in the procurement process, Counsel for the Plaintiffs argued that the investigations by the police do not negate the fact of supply of the seedlings but shows inefficiency of the Defendant's officials in the implementation of the seedlings distribution. Counsel cited the case of ***Finishing Touches Ltd v Attorney General HCCS No. 144 of 2010*** to the effect that it would be unjust not to remunerate the plaintiff where the alleged acts of non-compliance were acts of the defendant's servants. Counsel submitted that the claimed irregularities are absurd and meant to deprive the Plaintiffs of their monies as the Defendant was fully responsible for the procurement process and non-compliance by officials appointed by the Defendant cannot be the reason for non-payment.

Submissions by Counsel for the Defendant

[10] In reply, it was submitted by Counsel for the Defendant that the Defendant did not contract the Plaintiffs to supply the alleged seedlings claimed to have been supplied. Counsel argued that this was because of absence of properly issued letters of allocation, duly issued and signed bid documents and duly issued Form A bearing the signatures of both the Principal Development Officer and Regional Coffee Extension Officer. Counsel submitted that the proper procedure for procuring coffee seedlings from nursery operators involves communication in form of a letter from the Defendant addressed to the sub-county where coffee is needed and copied to the RCEO specifying the need for a number of coffee seedlings; the RCEO then identifies and invites the qualified

nursery operators and issues the successful ones with a letter of contract/local purchase order Form A signed by two officers specifying the number of seedlings to be delivered. Counsel further stated that delivery of the ordered seedlings is captured in Form B witnessed by the RCEO and a Senior Assistant Secretary/LCIII Chairperson. The seedlings are then distributed to the final beneficiaries who acknowledge receipt of the seedlings by signing on Form C.

[11] Counsel argued that there was no communication from the Defendant to Tingey Sub-County specifying the number of seedlings required; that none of the Plaintiffs were issued with a letter of allocation; that the Form A documents produced by the Plaintiffs are not co-signed by the production manager; that there were no terms of contract in the bid document and that there were so many irregularities and deliberate abuse of the procurement system that made the Defendant not to pay the Plaintiffs for the alleged supplies.

Determination by the Court

[12] I shall start from the point of view that the matter in dispute concerns sale of goods. Under Section 2 of the Sale of Goods and Supply of Services Act 2017, it is provided that in a contract for sale of goods, the seller transfers or agrees to transfer the property in the goods to the buyer for a money consideration called a price. On the case before me, the Plaintiffs adduced evidence of bid documents, Coffee seedlings/plantlets order forms (Form A) and acknowledgement of supply of seedlings/plantlets (Form B). The bid documents set out the terms of the transaction including the price per seedling, the terms of payment and terms as to contract management. It is argued by Counsel for the Defendant that the documents pointed out above were not duly signed by the Defendant's officers and cannot therefore signify existence of a contract.

[13] I need to point out that this contention by Counsel for the Defendant constitutes a technical point that was introduced by Counsel for the Defendant during hearing of evidence and in the submissions. This explains why the first

issue as raised herein was not one of the issues raised during scheduling. In the pleadings, however, including the latest amendment filed by the Defendant on 16th August 2017, the fact of existence of a contract to supply seedlings was not strictly in issue; what was in issue was whether the Plaintiffs were entitled to payment or not. It is for this reason that the Defendant, in part, asserted that those plaintiffs who made genuine supplies were duly paid. There is no way some claimants would have been paid or partly paid in absence of a contract between the parties. It is not the Defendant's claim that it had a contract with some suppliers and not with the others; the belated claim is that there was no contract between the Defendant and any of the suppliers in issue. Indeed, Counsel for the Defendant puts it bluntly that "there was no communication from the Defendant to Tingey County specifying the number of seedlings required" in the relevant coffee season. Counsel further emphasized that without such communication, there would be no contract.

[14] I am unable to believe the above assertion by the defence. In my view, the documents adduced by the Plaintiffs sufficiently show existence of a contractual relationship between the Plaintiffs and the Defendant. The fact that the documents were not signed the way they ought to have been signed is not and cannot be a burden of the Plaintiffs. These are official documents issued by the Defendant upon which the Plaintiffs went ahead to rely and fulfil their part of the bargain. According to the evidence by the Plaintiffs, the documents were availed to them by the Regional Coffee Extension Officer (RCEO) who had also identified the Plaintiffs as nursery operators. The Defendant neither rebutted this evidence nor do they deny that the RCEO was their agent. The Defendant also concedes that, relying on the same documents, it went ahead to verify the supplies and those suppliers who were found to have genuinely delivered their goods were paid. Upon such evidence, the Defendant is estopped from relying on its own technical omissions so as to put the Plaintiffs at a disadvantage. The evidence before the Court clearly proves that the Defendant contracted the

Plaintiffs to supply coffee seedlings upon the terms set out in the bid documents. Issue 1 is thus answered in the affirmative.

Issue 2: Whether the Plaintiffs are entitled to the sums claimed in the plaint?

Submissions by Counsel for the Plaintiffs

[15] It was submitted by Counsel that the Plaintiffs are entitled to the sums claimed on account that they supplied coffee seedlings between May and September 2014 which the Defendant received and acknowledged by issuing acknowledgement forms (Form B) which were signed by the Regional Extension Officer and LC III Chairpersons. Counsel argued that the allegations of irregularities and forgeries relied on not to pay the Plaintiffs were not proved by the Defendant and were not the responsibility of the Plaintiffs. Counsel cited Section 33(1) of the Contracts Act to the effect that the parties to a contract shall perform or offer to perform their respective promises unless the performance is dispensed with and Section 61(1) of the Contracts Act to the effect that where there is breach of contract, the party who suffers the breach is entitled to receive monetary compensation from the party who breaches the contract. Counsel concluded that the Plaintiffs performed their promise by supplying seedlings but the Defendant has not performed her part by paying all the monies due. Counsel prayed to the Court to find that the Plaintiffs who suffered the breach are entitled to receive monetary compensation from the Defendant for breach of contract.

Submissions by Counsel for the Defendant

[16] In response, it was submitted by Counsel for the Defendant that the Plaintiffs are not entitled to the sums of money claimed for reasons that the findings of the three reports on record as DE1, DE2 and DE3 reveal that the Plaintiffs were involved in manipulative ways which included lack of allocation letters, lack of duly issued bid documents signed by authorized officers of the Defendant, lack of properly issued LPOs (form A), instances of inflation of the

number of seedlings alleged to have been supplied and forgery of farmers' signatures. Counsel also submitted that the Defendant paid for all the genuine deliveries made by some of the Plaintiffs, and that payments that failed the pre-audit process cannot be paid. Counsel concluded that each of the Plaintiffs that has a query pertaining their alleged supply could not be paid.

Determination by the Court

[17] Let me state out rightly that the irregularities alleged, investigated, established and documented in the reports relied upon by the Defendant principally concern the distribution of the seedlings to the farmers (final beneficiaries). According to the evidence on record, it was not the duty of the nursery operators to execute the distribution of the seedlings. According to the guidelines issued by the Defendant as seen in a document dated 25th August 2014 (at page 13 of the Plaintiffs' trial bundle), the responsibility over the distribution of the seedlings to the farmers lay on the duly authorized officers of the Defendant who included the Regional Coffee Extension Officer (RCEO) and the Senior Assistant Secretary or LC III Chairperson of a respective Sub-County. It is clear from evidence that once a nursery operator made a delivery and the same was acknowledged by the said officers, the supplier would have executed their duty under the contract. The duty to distribute the seedlings lay upon the officers or agents of the Defendant under the oversight of the RCEO.

[18] The allegation by the Defendant is not that any of the Plaintiffs were its officers or agents. The allegation is that the Plaintiffs, as nursery operators, hijacked the process and also participated in the distribution of seedlings thereby mismanaging the process, leading to the highlighted irregularities. It should be understood that unfortunate as this alleged occurrence may be and that even if it were found to be true, such by itself does not and cannot negate the fact of delivery of the seedlings. This is because at the distribution stage, the delivery was or ought to have been acknowledged by the Defendant through its authorized officers or agents. As such, if supply was delivered, received and

acknowledged, and the same was mismanaged at the stage of distribution, such cannot be reason for non-payment of the supplier. The Defendant would be bound to first pay the supplier and then deal with those involved in mismanagement of the distribution using available lawful measures. Therefore, in absence of evidence that the Plaintiffs were responsible for distribution of the seedlings as part of their contractual duty, it was wrong and in breach of contract for the Defendant to refuse making payment for the items that were delivered and acknowledged.

[19] According to the evidence, acknowledgement of delivery of the seedlings was to be made on UCDA Form B signed by the officers already named above. The Plaintiffs adduced evidence of these forms signed by at least one of the said officers and bearing a stamp of the respective LC III Chairperson. The claim by the Defendant is that since the forms were not signed by both officers, the forms produced are incapable of proving the fact of delivery. I do not agree with this claim by the Defendant for a number of reasons. First, the forms I have looked at bear signatures at the space where the Regional Coffee Extension Officer was meant to sign and at another space for either the Senior Assistant Secretary or the LC III Chairperson. I therefore do not appreciate the basis of the claim that the forms were not duly signed.

[20] Secondly, and as I have already pointed out herein above, it was not up to the Plaintiffs to ensure that the Defendant's officers do their job. Indeed, it would be most unfair to make the Plaintiffs take responsibility for the Defendant's inefficiency. There is evidence that the Defendant's focal person in this project (the RCEO) was not within the area for most of the period relevant to the supply. This evidence is not disputed by either party. The question that is pertinent to me is, if the RCEO had not the sense of duty to be present and do his work, and the Defendant could not ensure that their officer does his duty, how could the Plaintiffs be expected to have dictated the mode of signing the Form B documents? In my view, what matters is that one of the designated

officers signed acknowledging delivery and there is evidence that the LC III Chairpersons did this in almost all the cases.

[21] Regarding the allegation of connivance between the LC III Chairpersons and the Plaintiffs, my view is that, still, that is an internal weakness of the Defendant. The Defendant's focal officer ought to have envisaged that if he abdicated from his duty, such irregularities were bound to occur. What is surprising to the Court is that instead of the Defendant dealing with its officers for gross neglect of duty and causing loss of Government funds, among others, the Defendant opted to punish the Plaintiffs by refusing to effect their payments. I find this an escapist approach on the part of the Defendant. The Defendant cannot expect the Plaintiffs, who are lay nursery operators, to organize the running of the Defendant's office in Kapchorwa or Mbale. In any case, once there is proof that delivery was made in the agreed manner, the Plaintiffs are entitled to payment. The allegations regarding the conduct of particular plaintiffs at the distribution stage can be investigated and handled the same way the Defendant ought to handle its officers who mismanaged the project.

[22] In terms of the law on sale of goods, Section 25 of the Sale of Goods and Supply of Services Act 2017 provides as follows;

“(1) Where there is a contract for the sale of specific or ascertained goods, the property in the goods passes to the buyer at such time as the parties to the contract intend it to pass.

(2) For the purpose of ascertaining the intention of the parties, regard shall be had to the terms of the contract, the conduct of the parties and the circumstances of the case”.

[23] Section 26 of the Sale of Goods and Supply of Services Act 2017 provides for rules for ascertaining intention as to time when property passes and under paragraph (c) thereof, it is provided that;

“Where there is a contract for sale of specific goods in a deliverable state, but the seller is bound to weigh, measure, test or do some other act or thing with reference to the goods for ascertaining the price, the property does not pass until that act or thing is done and the buyer has notice of it”.

[24] In the present case, since the Plaintiffs were contracted to deliver ascertainable numbers of coffee seedlings as per the local purchase orders and the delivery of the same was to be acknowledged by the Defendant’s agents, the acknowledgment of the supplies delivered and issuance of Form B by the said agents of the Defendant was the intended point at which property in the goods passed on to the Defendant. This is well corroborated by the evidence of DW1 when elaborating the proper procedure that was to be followed in the management of the contract. It is clear from the evidence that the role of the nursery operator ended at delivery of the seedlings which would be verified and acknowledged by the Regional Coffee Extension Officer and a Senior Assistant Secretary/ Local Council III Chairperson who signed on UCDA Form B.

[25] It follows, therefore, that under the law, upon passing of the property onto the Defendant, the Plaintiffs could not be taken to be responsible for the delivery and distribution of the seedlings to the intended beneficiaries as this was not their role, either in law or fact. In the circumstances, my conclusion is that the Plaintiffs are entitled to payment of those sums that were claimed and have been proved on available evidence.

[26] Upon examination of the evidence before the Court, the starting point are the UCDA Form B on which particular numbers of seedlings were acknowledged by the Defendant’s agents. I have also considered the fact that certain payments were made to some of the suppliers. To arrive at the sums payable, I have computed the number of seedlings acknowledged as delivered by each Plaintiff at the agreed price of UGX 300/= per each seedling. Where some payment is evidenced as having been paid to a particular Plaintiff, I have

deducted the paid sum; leading to the sum payable to each Plaintiff. The tabulation below represents the computation;

No.	Name	Seedlings Supplied	Value of seedlings Supplied	Amount paid	Outstanding Amount
1	Satya Stephen	38,373	11,511,900	123,000	11,388,900
2	Chesang Fred	52,977	15,893,100	12,630,000	3,263,100
3	Chebet David	125,000	37,500,000	5,265,000	32,235,000
4	Chemutai Irene	32,500	9,750,000	Nil	9,750,000
5	Mafabi Milton	30,000	9,000,000	1,695,000	7,305,000
6	Yeko Mutwalibu	19,877	5,963,100	945,000	5,018,100
7	Ibrahim Sukuku	70,000	21,000,000	391,500	20,608,500
8	Kapkobweyo Joseph	151,349	45,404,700	31,048,800	14,355,900
9	Boshi Alfred	45,520	13,656,000	17,805,000	-4,149,000
10	Chemutai Silver	53,400	16,020,000	4,755,000	11,265,000
11	Chelangat Sarah	15,000	4,500,000	936,000	3,564,000
12	Malinga Ismail	20,000	6,000,000	5,409,000	591,000
13	Chemusungu Vincent	20,000	6,000,000	2,409,000	3,591,000
14	Satya Job	10,000	3,000,000	2,424,000	576,000
15	Ngole Sadik	40,000	12,000,000	471,000	11,529,000
16	Cheptoek	29,500	8,850,000	1,500,000	7,350,000

	Victor				
17	Kusuro Patrick	10,000	3,000,000	4,500,000	-1,500,000
18	Chemonges Daniel	20,000	6,000,000	Nil	6,000,000
19	Masika Elijah Ndinyo	40,033	12,009,900	2,413,800	9,596,100
20	Chemonges Fred	30,000	9,000,000	6,915,000	2,085,000
21	Kapere Moses	10,000	3,000,000	1,713,000	1,287,000
22	Satya Godfrey	5,300	1,590,000	495,000	1,095,000
23	Takwar Godfrey	1,000	3,000,000	819,000	2,181,000
24	Labu Walter Batya	25,000	7,500,000	255,000	7,245,000
25	Kamwendui William	10,000	3,000,000	Nil	3,000,000
26	Chelangat Jacob	60,000	18,000,000	180,000	17,820,000
Total		973,829	292,148,700	105,098,100	193,125,600

[27] It ought to be noted from the foregoing table that two persons were overpaid, namely, Boshi Alfred (No. 9) and Kusuro Patrick (No. 17). No awards are therefore made in favour of the two named persons. Since the Defendant made no counter claim, it remains up to them to handle that matter outside the present proceedings.

[28] it comes out, therefore, that between all the 26 Plaintiffs, they supplied a total of **973,829 seedlings** valued at **UGX 292,148,700/=** considering that each seedling cost UGX 300/=. The partial payments made by the Defendant amounted to **UGX 105,098,100/=** leaving an outstanding total balance of **UGX**

193,125,600/=. The outstanding is the total sum that has been found by the Court as payable to the Plaintiffs as per the figures shown in the last column of the table against each Plaintiff's name.

Issue 3: What remedies are available to the parties?

[29] The Plaintiffs sought for a declaration that the Defendant was in breach of contract. This has been established by the Plaintiffs and a declaration to that effect hereby issues. The Plaintiffs also claimed for the unpaid sums for deliveries of seedlings made by them. The Plaintiffs have established the outstanding sums in respect of each Plaintiff as shown in the above table; amounting to a total sum **UGX 193,125,600/=**. The Plaintiffs are each awarded the sums indicated against their names as outstanding respectively.

[30] The Plaintiffs also prayed for a sum of UGX 262,080,000/= as special damages particularized as UGX 46,800,000/= being transport to the Defendant's offices to follow up on the payment; UGX 28,080,000/= being transport to area local authorities and UGX 187,200,000/= for accommodation while in Kampala. The law is that special damages must be specifically pleaded and strictly proved in evidence. See: ***Uganda Telecom Ltd Vs Tanzanite Corporation [2005] 2 EA 331 at P.341***. In this case, no evidential proof was produced by the Plaintiffs in respect to the sums claimed. Transport and accommodation costs are capable of being proved by way of receipts. Secondly, it is questionable as to why the entire group had to travel to the named offices. As such, even if there was evidence that the said travels took place, prudence would have dictated that a few representatives would have been delegated to follow up the matter. On the present facts, however, there is no evidence capable of proving the items of special damages claimed by the Plaintiffs. This claim fails.

[31] The Plaintiffs further claimed for general damages for breach of contract. The law on general damages is that the damages are awarded at the discretion

of the court and the purpose is to restore the aggrieved person to the position they would have been in had the breach or wrong not occurred. *See: Hadley v. Baxendale (1894) 9 Exch 341; Charles Acire v. M. Engola, HC Civil Suit No. 143 of 1993 and Kibimba Rice Ltd v. Umar Salim, SC Civil Appeal No. 17 of 1992.* In the assessment of general damages, the court should be guided by the value of the subject matter, the economic inconvenience that the plaintiff may have been put through and the nature and extent of the injury suffered. *See: Uganda Commercial Bank v. Kigozi [2002] 1 EA 305).* The damages available for breach of contract are measured in a similar way as loss due to personal injury.

[32] In the present case, it was claimed by the Plaintiffs that they suffered inconvenience owing to the non-payment of their monies. They had to make several movements and write several correspondences. Even those that received payment received it after prolonged delays; and some received it in part. Taking the facts and circumstances of this case into consideration, I am convinced that the Plaintiffs are entitled to an award of general damages for inconvenience and suffering occasioned by breach of contract by the Defendant. Counsel for the Plaintiffs proposed a sum of UG 10,000,000/= for each Plaintiff. I however find that sum to be on a higher side. I believe a sum of UGX 2,000,000/= (Shillings Two Million only) shall be sufficient to meet the ends of justice as general damages to each of the Plaintiffs. The said sum is awarded to each Plaintiff respectively as general damages except for the Plaintiffs named as No. 9 and No. 17 on the table who were overpaid.

[33] On interest, the discretion of court regarding award of interest is provided for under Section 26(2) of the Civil Procedure Act. The basis of an award of interest is that the defendant has kept the plaintiff out of his money and the defendant has had the use of it himself and ought to compensate the plaintiff accordingly. *See: Premchandra Shenoi and Anor Vs Maximov Oleg Petrovich SCCA No. 9 of 2003 and Harbutt's 'placticine' Ltd V Wayne*

tank & pump Co. Ltd [1970] QB 447. In determining a just and reasonable rate of interest, court takes into account the ever rising inflation and drastic depreciation of the currency. A plaintiff is entitled to such rate of interest as would not neglect the prevailing economic value of money, but at the same time one which would insulate him or her against any further economic vagaries and the inflation and depreciation of currency in the event that the money awarded is not promptly paid when it falls due. See ***Kinyera v the Management Committee of Laroo Building Primary School HCCS 099 of 2013.***

[34] In this case, the Plaintiff prayed for interest on all the sums at a rate of 25% for being denied use of their monies by the Defendant. I agree that the Plaintiffs are entitled to an award of interest on the sums awarded. Accordingly, on the principal sum awarded, each Plaintiff is awarded interest at the rate I have considered reasonable of 18% per annum from the date of filing the suit until full payment. On general damages, each Plaintiff is awarded interest at the rate of 8% per annum from the date of judgement until payment in full. This order also excludes the Plaintiffs No. 9 and No. 17 on the table above.

[35] Regarding costs of the suit, under Section 27 of the Civil Procedure Act, costs follow the event unless the court upon good cause determines otherwise. Given the findings above, the Plaintiffs' suit has largely succeeded. The Plaintiffs are, therefore, entitled to the costs of the suit and the same are awarded to them. This order also excludes the two Plaintiffs named above.

[36] In the final result, judgment is entered for the Plaintiffs against the Defendant for payment of;

- a) **UGX 193,125,600/=** being the total outstanding sum owed to the Plaintiffs; except Plaintiffs No. 9 and 17.

- b) **UGX 2,000,000/=** to each of the Plaintiffs being general damages; excluding Plaintiffs No. 9 and 17.
- c) Interest on (a) above at the rate of 18% per annum from the date of filing of the suit until full payment; excluding Plaintiffs No. 9 and 17.
- d) Interest on (b) above at the rate of 8% per annum from the date of judgment until full payment; excluding Plaintiffs No. 9 and 17.
- e) The taxed costs of the suit; excluding Plaintiffs No. 9 and 17.

It is so ordered.

Dated, signed and delivered by email this 12th day of October, 2023.



Boniface Wamala
JUDGE