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THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
(LAND DIVISION)
CIVIL SUIT NO. 435 OF 2013

ADMAN KHAN ::: PLAINTIFF

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VERSUS

STANBIC BANK (U) LTD.::: DEFENDANT

BEFORE: HON. MR. JUSTICE BASHAIJA K. ANDREW

J U D G M E N T:

AMDAN KHAN (hereinafter referred to as the “plaintiff”) brought this suit against *STANBIC BANK (U) LTD.(hereinafter referred to as the “defendant”)* seeking an order of specific performance, a permanent injunction restraining the defendant from dealing with the suit land, special, and general damages for breach of contract, and costs of the suit.

Background:

The plaintiff is a businessman dealing in the buying and selling real property as well as trading in cotton. He inquired from the defendant whether it had any properties for sale under foreclosure. The defendant’s officials introduced him to the bank’s agent M/s. Armstrong Auctioneers. The said auctioneers took the plaintiff to several properties in Kampala and Wakiso which were on sale by the defendant. The plaintiff got interest in one of the properties comprised in *Kibuga Block 33 Plot 601 and 602 at Mutundwe, (hereinafter referred to as the “suit property”)*.

On 02.07.2013 the plaintiff made a written offer under *letter Exhibit P1* to the defendant to purchase the suit property at Shs.350, 000,000=. On 04.07.2013, one Godfrey Twinamatsiko, Manager Business Solutions and Recoveries in the bank, on behalf of the defendant, accepted the

plaintiff's offer to purchase the suit property. In the letter *Exhibit P2* addressed to M/s. Armstrong Auctioneers and copied to the plaintiff, the defendant indicated that it had accepted
30 the plaintiff's offer and set the terms that the plaintiff immediately pays a sum of UShs.150,000,000= within (5) five days from the date of the acceptance and pays the balance of UShs.200,000,000= within (90) ninety days from the date of acceptance after which the title and documents of transfer will be released to him. The defendant emphasized in said letter *Exhibit P2* that if payment of Shs. 150, 000,000= was not received within (5) five days from the date of the
35 acceptance or, if after (90) ninety days full payment had not been received, the offer shall automatically be cancelled without further reference to the plaintiff and any funds deposited would not be refunded.

The plaintiff under *Exhibit P3* (Funds Transfer Request Form) immediately paid a sum of Shs.150, 000,000 into the defendant's Account No. 031000UGX 51100000; which the defendant
40 acknowledged receipt of. Shortly thereafter, on 09.07.2013, however, M/s. Armstrong Auctioneers wrote to the plaintiff letter *Exhibit P4* stating that the transaction has been cancelled because the plaintiff deposited funds into the defendant's account without getting formal communication from the auctioneers' office, and advised the plaintiff to stop further payments. Under letter *Exhibit P5* of the same date, one Anthony Mupere of M/s. Armstrong Auctioneers
45 further wrote to the plaintiff asking him to avail them with the account number where refund of the money should be deposited.

In letter *Exhibit P11*, dated 12.07.2013, the plaintiff through his lawyers, M/s *Tumusiime, Kabega & Advocates*, protested the cancellation as unjustified and illegal and threatened legal proceedings against the bank. The defendant in letter *Exhibit P6* dated 16.07.2013 asked the
50 plaintiff not to institute legal proceedings and undertook to carry out investigations and conclude

them in not more than two weeks from the date of the letter. As it turned out the defendant wrote letter *Exhibit P7* dated 30.07.2013 to the plaintiff through his aforesaid lawyers denying having ever communicated an acceptance of the plaintiff's offer in relation to the suit property. The defendant also denied that there was any legally binding contract between itself and the plaintiff
55 for the purchase of the suit property, and advised the plaintiff to collect Shs.150,000,000= he had deposited on the defendant's account. That response prompted the plaintiff to lodge a caveat on the title to the suit property and institute the instant suit seeking the remedies outlined above.

In the meantime the plaintiff also obtained from court an Interim Order (*Exhibit P9*) dated 24.09.2013 restraining the defendant from selling and or transferring the suit property pending
60 the final determination of the main application. The court order was served upon the defendant the same date it was issued at about 11.45 am according to the affidavit of service, *Exhibit P10*. The defendant, nevertheless, went ahead to receive and accept yet another offer of Shs. 600,000,000= from one Francis Byamugisha and entered into a sale transaction with him for the suit property.

65 The plaintiff adduced evidence of two witnesses to wit; PW1 Godfrey Twinamatsiko, and PW2 Amdan Khan. The defendant for its part adduced evidence of one witness to wit; DW1 Anthony Mupere. The plaintiff was represented by Mr. Ronald Oyine of *M/s Tumusiime, Kabega & Co Advocates*, while Dr. J.B. Byamugisha of *M/s. J.B. Byamugisha Advocates* represented the defendant. Both Counsel filed written submissions and supplied to court the authorities on which
70 they relied. I must thank them for that. I will not reproduce the submissions in detail in this judgment, but I will make specific references to them in the resolution of the issues.

The following issues were agreed upon for determination in the joint scheduling memorandum;

1. *Whether there was a contract of sale of the suit property between the plaintiff and defendant.*

75 2. *Whether the defendant's unilateral cancellation on the sale transaction was lawful.*

3. *Whether the plaintiff is entitled to the remedies sought.*

Resolution of the Issues:

Issue No.1: *Whether there was a contract of sale of the sit property between the plaintiff and the defendant.*

80 *Black's Law Dictionary, 8th Edition, at page 341* defines a contract as;

“An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law...”

On the same page the authors elucidate further that a contract is a promise or set of promises for breach of which the law gives a remedy or the performance of which the law recognizes as a
85 duty. In other words, it is a legally binding agreement that generates rights and obligations that can be enforced by legal actions in court of law either by an action of monetary compensation or to compel actual performance.

It is also settled that for a valid contract to exist, it must be premised on the fundamental elements of offer, acceptance, and consideration. A contract will thus only be enforceable if the
90 parties have reached an agreement, and this can only be determined by assessing whether one party has made an offer to enter into a binding contract which the other has unequivocally accepted. This position is reinforced by the case of *Tifu Lukwago vs. Samwiri Mudde Kizza & An' or SCCA No.13 of 1996* in which the Supreme Court cited the ***HALISBURY'S LAWS OF ENGLAND 4th Edition, Vol.9 para. 203*** and reproduced the essential elements of a contract as
95 follows;

100 ***“203. The elements of a valid contract. To constitute a valid contract (1) there must be two or more separate and definite parties to the contract (2) those parties must be in agreement that is, there must be consensus ad idem (3) those parties must tend to create legal relations in the sense that the promises of each side are to be enforceable simply because they are contractual promises; (4) the promises of each party must be supported by consideration or by some other factor which the law considers sufficient; generally speaking the law does not enforce a bare promise (nudum pactum) but only a bargain.”***

The ***Contracts Act, 2010***, under ***Section 10(5)*** thereof; mandates that a contract the subject
105 matter of which exceeds twenty five currency points shall be in writing. This is typically a command by statute as to the form particular contracts of a given pecuniary value should take, which is that they must be in writing. It should, however, be noted that absence of a written contract even when the subject matter exceeds the stipulated pecuniary value would not render a contract as invalid as long as the contract fundamentally complies with the substantive
110 requirements encapsulated in the essential elements of a contract stated in the ***Tifu Lukwago & An’ or case (supra)***.

In the instant case the plaintiff (PW2) testified that he learnt from the media of some properties on sale under foreclosure by the defendant. He approached officials of the defendant who in turn referred him to their agent M/s. Armstrong Auctioneers. The agent showed the plaintiff several
115 properties on sale in Kampala and Wakiso Districts and the plaintiff choose to buy the suit property. The agent then asked the plaintiff to put in his offer; which the plaintiff did in letter ***Exhibit P1*** dated 02.07.2013.

The reading of letter *Exhibit P1* leaves no doubt that the plaintiff indeed made the offer to purchase the suit property at Shs.350, 000,000=. There is also no doubt that the defendant
120 unequivocally accepted the plaintiff's offer. The acceptance is constituted in letter *Exhibit P2*, dated 04.07.2013, addressed to the auctioneers and copied to the plaintiff personally, signed by the Manager Business Solutions and Recoveries of the bank. In the acceptance letter the defendant set the terms that the plaintiff immediately deposits into the defendant's Credits Outstanding Account Shs. 150 million within 5 days of the letter, and the balance of Shs.200
125 million in 90 days from the date of the acceptance.

The finding above is further fortified by the testimonies of PW1 and PW2 respectively confirming that the plaintiff communicated his offer and that it was received and accepted by the defendant. Their evidence is corroborated by that of DW1 of M/s. Armstrong Auctioneers, the defendant's agent, who stated that when his office received the plaintiff's offer, it was forwarded
130 to the defendant in writing by their Relations Officer who had the authority to do so. In particular, PW1 Godfrey Twinamatsiko, a Manager Business Solutions and Recoveries in the bank confirmed that he wrote *Exhibit P2* after he had obtained all the necessary approvals in the bank.

Therefore, the unmistakable inference drawn from the evidence is that there was an offer made
135 by the plaintiff to purchase the suit property, and the offer was unequivocally accepted by the defendant. Further, that in compliance with the terms set out in the acceptance letter, which invariably constituted terms of the contract, the plaintiff paid the first installment of Shs. 150 million which formed part of the consideration for the suit property. At that point both parties had entered into a legally binding and enforceable contract of which none of them could
140 unilaterally opt out without facing the legal repercussions due under usual contracts.

To that end, I respectfully disagree with submissions of Counsel for the defendant that letter *Exhibit P2* which was written by the defendant was not “acceptance” by the bank but “a counter - offer”. The law does not seem to support out that view. Under **Section 2 of the Contracts Act (supra)**, “acceptance” means an assent to an offer made by a person to whom the offer is made.

145 In the context of **Section7 (supra)** the plaintiff’s offer in this case was converted into a promise by the defendant’s absolute and unqualified acceptance.

The paragraph in the said letter which Counsel premised his arguments on reads as follows;

150 ***“Note if the initial payment of Ugx 150,000,000 = is not received within five (5) days from the date of this acceptance or if after (90) days; full payment has not been received, the offer shall automatically be cancelled without any further reference to him and any funds deposited will not be refunded.”***

I do not read anything in the above paragraph which expressly or by necessary implication suggests that the letter was a counter - offer. On the contrary, the opening paragraph of the letter is plainly clear that;

155 ***“This is to advise that the Bank has accepted the offer of Shs. 350,000,000=....from Mr. Adman Khan towards the purchase of the above mentioned property...”***
(Underlined for emphasis).

Even the same paragraph quoted by Counsel for the defendant states that;

160 ***“... if the initial payment is not received within five (5) days from the date of this acceptance...”******(Underlined for emphasis).***

The clear and unambiguous wording of the letter is simply demonstrates the defendant’s unequivocal acceptance of the plaintiff’s offer. The five (5) and ninety 90 days respectively stated in *Exhibit P2* were not “qualifications” but payment schedules which constituted terms of

the contract with which the plaintiff was required to comply in the due performance of his part
165 under the contract. Such terms do not ordinarily constitute fresh counter – offer because at that
stage the issues of “offer” and “acceptance” are already done with, and it remains only for the
parties to perform the contract.

I am also not persuaded by the defendant’s argument that the auctioneers cancelled the sale
because the plaintiff made payment without a formal communication from the said auctioneers.
170 It ought to be noted that the acceptance letter *Exhibit P2* though addressed to the auctioneers was
also copied directly to the plaintiff personally. The uncontroverted testimony of PW2 is that he
received a telephone call from the defendant, through its staff at the front office at the main
branch, to go there and pick his letter. When he got the letter he found that it was accepting his
offer. He promptly complied with the terms stated therein, and under *Exhibit P3* (Funds Transfer
175 Request Form) paid the first installment of Shs. 150 million, which the bank received on its
designated account. The acceptance letter being directly copied to the plaintiff personally implies
that the defendant placed more importance on the plaintiff getting it than on how he got it.

Closely tied up with the above latter, a careful reading of *Exhibit P2* easily reveals that time was
of essence in the performance of the contract. In the same paragraph quoted earlier by Counsel
180 for the defendant, it is stated that if the initial payment was not received within five (5) days
from the date of the acceptance, or if after (90) days full payment has not been received, the
transaction would be cancelled and any deposits made by the plaintiff would not be refunded.
This meant time was of essence and urgency was paramount in the performance of the contract.
This factor was what invariably played a pivotal role in the principal communicating directly to
185 the plaintiff. At that point formal communication from or through the agent to the plaintiff
appears to have become secondary.

I hasten to add that since the principal was known and accessible, and on its own volition choose to deal directly with the plaintiff, the transaction could not, under the circumstances, be invalid by reason of the plaintiff not dealing through the agent. This is at any rate the logical import
190 from the act of the defendant having had to copy the letter of acceptance of the offer directly to the plaintiff personally.

It should also be noted that M/s. Armstrong Auctioneers was at all material times acting as the agent of the defendant. The nature of this particular agency needs to be critically examined. It is trite law that at the heart of every agency relationship lies the element of authority which must be
195 proved or presumed in order for it to bind the principal. It may be actual or ostensible. The reverse is true that absence of authority negatives the existence of any purported agency relationship. In his book entitled *Principles of Commercial Law*, at page 546, which was cited by Counsel for the plaintiff, **Kibaya I Laibula** states as follows;

*“An agent may be general or special depending on the scope of his authority and the
200 purpose of nature of business in respect of which he is appointed. A general agent has extensive powers to act for the principal in all matters and to do anything and everything within the scope of his authority and to undertake all transactions incidental to the particular trade or profession ...*

*On the other hand, a special agent is appointed for a particular purpose and is
205 authorised to do nothing beyond those particular acts necessary to accomplish the task for which he is employed...”*

From the facts in evidence, it is clear that M/s. Armstrong Auctioneers’ scope of authority in this particular transaction was limited to sourcing for potential offers and or buyers and to advertise properties on sale. The accepting of the offers, negotiating, and entering into of contracts clearly

210 remained the exclusive function of the principal – the bank. The agent was not clothed with the authority to accept the offer; let alone cancel the sale transaction already entered into by the principal. Such authority was in the exclusive domain of the principal. It follows that *Exhibit P4* authored by the M/s Armstrong Auctioneers purporting to cancel the sale on ground that there was no formal communication from themselves to the plaintiff was of no legal effect.

215 ***Issue No.2: Whether the defendant’s unilateral cancellation of the sale transaction is lawful.***

DW1 testified that he wrote letter *Exhibit P4* cancelling the transaction between the plaintiff and the defendant in respect of the suit property. That the cancellation was on ground that the plaintiff deposited funds into the defendant’s account without getting formal communication from the auctioneers’ office. DW1 also stopped the plaintiff making further payment forthwith.

220 In *Exhibit P5* DW1 advised the plaintiff to avail his bank account where the money so far deposited would be refunded.

At the risk of repetition, the scope of the authority of DW1 as a special agent was specific and limited to the purpose which did not extend to cancellation of the sale for whatever reason. Needless to state, that the purported cancellation of the sale only goes to show that the sale of
225 suit property was actually concluded. Otherwise there would be no necessity of cancelling anything.

Having found that the sale amounted to a legally binding contract, neither the defendant as the principal nor DW1 as the agent could lawfully unilaterally cancel the sale. In a strict legal sense, the plaintiff immediately became the equitable owner of the suit property after making the initial
230 deposit, and the defendant simply became his trustee in title. This position is buttressed by the case of ***H.M. Kadingidi vs. Essence Alphonse HCCS No. 269 of 1986***. Ntabgoba PJ; as then was, while considering a case with facts similar to the instant one, at page 13, held as follows;

235 *“A purchaser who has concluded a sale agreement with the owner, immediately becomes the owner of the land and the vendor becomes his trustee in title. This is because the purchaser is potentially entitled to the equitable remedy of specific performance. He obtains an immediate equitable interest in the property contracted to be sold, for he is, or as soon will be, in position to call for it specifically. It does not matter that the date for completion, when the purchaser may pay his money and take possession, has not yet arrived. Equity looks upon that as done with ought to be done, and from the date of contract the purchaser becomes owner in the eyes of equity (LYSAGHT Vs. EDWARD 1876) 2 Ch.D 499 at pp.506-510). The purchaser cannot of course become owner at law until the land is conveyed to him by deed.”*

The Learned Principal Judge went on to hold that;

245 *“What I am trying to emphasise is that even if the Defendant had failed to pay the balance of the purchase price, the Plaintiff was not entitled to rescind the sale agreement. He must resort to court action to recover that amount and on proof of any damages suffered.”*

Similar position was taken by the Supreme Court in the case of *Ismail Jaffer Alibhai & 20 Or’s vs. Nandlal Harjivan Karira & An’ or, SCCA No.53 of 1995* where it was held that;

250 *“In the sale of immovable property, upon payment of a deposit, property passes to the purchaser who acquires an equitable interest in property and the vendor hold the property in trust for the purchaser. The Legal Title remains with the vendor until the final payment when the legal title passes to the purchaser. Therefore, the 1st Respondent was a lawful party to the suit property who acquired an equitable interest in the same when he paid the deposit to the Appellants.”*

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From the above authoritative decisions, the sale of the suit property by the defendant to the plaintiff in the instant case passed the moment a deposit of UShs.150,000,000= was paid and was acknowledge by the defendant in accordance with the terms of the contract. Unilateral cancellation or rescission of the contract by the defendant or the agent was not a legally tenable
260 option as there were no justifiable grounds for it.

PW1 the official of the bank was even more categorical that investigations were carried out into whole process leading to the contract and nothing irregular was found out. That if anything, it was found out that all the due process was followed and the necessary approvals were obtained before acceptance of the plaintiff's offer was made by the defendant. It is against such a
265 background that I further find that the unilateral cancellation of the sale/contract was unlawfully done.

Another aspect of the illegality committed by the defendant tending to fraud came up in the evidence of DW1 the agent. He testified that they got yet another offer of UShs.600, 000,000 =, from one Francis Byamugisha which the defendant "accepted" and "sold" the suit property to
270 him. This evidence is corroborated by *Exhibits D9, D10, D11, D12, and D13*.

It is, however, known that when the auctioneers purported to cancel the sale, the plaintiff through his lawyers protested and warned the defendant of legal action, and lodged a caveat on the title of the suit property. Further, in ***HC MA No.901 of 2013***(arising from the instant suit) the plaintiff obtained an Interim Order (*Exhibit P9*) and served it on the defendant on 24.09.2013 at 11:45 am
275 according to the un rebutted contents of the affidavit of service (*Exhibit P10*) on court record.

The Interim Order specifically restrained the defendant from selling or transferring the suit property pending the hearing of the main application on 04.10.2014 at 12:00 noon. In such circumstances, the defendant could not lawfully receive and accept any offer of any person and

sell the suit property against the encumbrance of the caveat and a court order prohibiting the sale
280 of the same. At the material time the suit property was not available for sale, and any purported
sale by the defendant to Francis Byamugisha was hence illegal and cannot be left to stand.

I find that Francis Byamigisha took a big risk and would have only himself to blame for any
consequences. He was duty bound to do a due diligence to satisfy himself as to the availability of
the property and legality of the transaction prior to entering into such transaction. The caveat on
285 the suit land ought to have reasonably alerted him of existing interest of the plaintiff, that if he
purchased the suit property at all, he would do so subject to the equities of the caveator.

Regarding the interim order, it is not clear from the evidence whether it was brought to the
attention of Byamugisha. If it was and he choose to ignore it, he committed blatant contempt of
the court order and cannot be protected by law. If on the other hand, the defendant concealed the
290 existence of the court order from him, it would imply that they acted dishonestly towards him,
and as such they would be liable to him in a separate action altogether.

Before taking leave of this issue, I wish to observe that the plaintiff pleaded fraud and set out
brief particulars of the same in his pleadings as if in passing. It is realized that no issue was made
out of the alleged fraud. This court is therefore reluctant to pronounce itself on that matter.

295 ***Issue No.3: Whether the plaintiff is entitled to the remedies sought?***

The plaintiff prayed for an order of specific performance. In the case of ***Mazoor vs. Baram***
(2003) 2 EA 580 at 592 the question of specific performance was aptly addressed as follows;

***“Specific performance is an equitable remedy grounded in equitable maxim that
“equity regards as done that which ought to be done”. As an equitable remedy it is
300 decreed at the discretion of court. The basic rule is that specific performance will not
be decreed where a common law remedy, such as damages, would be adequate to put***

305 *the plaintiff in the position he would have been but for the breach. In that regarded the courts have long considered damages an inadequate remedy for breach of contract for the sale of land, and they more readily decree specific performance to enforce such contract as a matter of course.*” (emphasis mine).

Applying the principle to the instant case, having found that there was breach of contract by the defendant, and that equity looks upon that as done which ought to be done, I find that the remedy of specific performance is appropriate in the circumstances. It is thus decreed that the defendant
310 shall forthwith conclude the sale with the plaintiff and transfer the suit property to the plaintiff in accordance with the terms of the parties’ contract as stipulated under *Exhibit P2*.

In addition, the plaintiff prayed to be awarded general damages. The position of the law is that the award of general damages is in the discretion of court, and is always as the law will presume to be the natural and probable consequence of the defendant’s acts. See: *James Fredrick*
315 *Nsubuga vs. Attorney General, HCCS No. 13 of 1993; Erukan Kuwe vs. Isaac Patrick Matovu & A’ nor HCCS. No. 177 of 2003.*

As applicable to breach of contracts, the general intention of general damages under the law is that the plaintiff should be placed in the same position as he would have been in if the contract had been performed. No more, no less. See: *Gullabhai Ushilingi vs. Kampala Pharmaceutical*
320 *Ltd, SCCA No.06 of 1996; Kengrow Industries Ltd. vs. C.C. Chandran, SCCA No.12 of 2003; Kibimba Rice Ltd. vs. Umar Salim, SCCA No.17 of 1992.*

In the instant case, the plaintiff testified that he is a businessman who deals in the buying and selling of real property for profit, among other businesses. He stated that he paid money to buy the suit property expecting returns but that since 2013 he never got the suit property due to the

325 defendant's failure to honor its part of the bargain under the contract. The plaintiff further stated that the money he paid was never refunded back to him and that the defendant still holds the funds to this date. Further, that he put aside Shs.200 million in order to meet the terms of the contract. That because of all this he has since 2013 been greatly inconvenienced and suffered enormous financial loss as he neither got the suit property nor the refund of the deposit money.

330 After due consideration of the evidence bearing on the particular issue, this court is guided by the fact that the plaintiff is a businessman ordinarily dealing in real property for profit. He was led by the defendant to part with money which has since 2013 been "tied up" with no returns on it because of the defendant's breach of the contract. The plaintiff neither got the suit property, which he could have traded in the normal course of business; nor did he get a refund of his
335 money which the bank has continued to hold on to; and without doubt used for its own business at the expense of the plaintiff. Being a financial institution, the defendant would be the last one not to know the economic value of such tied up money on which there are no returns forthcoming to benefit the owner, as was in this case. It obviously amounts to financial loss to the plaintiff. Although it is a direct consequence of the breach of contract, it is inherently loss
340 that is separate from the breach itself. Whereas the breach can be remedied by an order of specific performance, the same cannot be said of the loss collateral to the breach. Such loss merits the award of general damages in order to put the plaintiff in the same position he would have been had the contract been performed.

I also find that the award of general damages is justified in the circumstances owing to the
345 defendant's actions which were wanton and deliberate. Evidence amply demonstrates that in its entire dealing with the plaintiff, the defendant acted dishonestly and in a high handed manner. This was manifested in the accepting of the plaintiff's offer, receiving his money, keeping it, and

then turning around and purporting to cancel the sale on illegal, and unjustifiable flimsy grounds as found above.

350 The factor of the defendant's dishonesty finds more credence in the evidence that even after it had carried out its own internal investigations into the transaction and found that due process had been duly complied with, the defendant nevertheless went ahead with the purported cancellation of the contract. In addition, matters were not helped by the defendant's purported sell of the property to a third party against the force of the caveat and a court order restraining the bank
355 from selling and transferring the suit property.

To my mind these acts demonstrate bad faith and deliberate breach of the contract and appear to have been aimed at frustrating the plaintiff at all costs. As a result, the plaintiff suffered a lot of inconvenience and economic loss as he was denied access to the use of the suit property yet he had purchased it and paid the money which the bank has been with since 2013. Such
360 inconvenience should naturally attract commensurate award of general damages. Taking all the above factors into consideration, Shs. 100,000,000 would be fair and adequate recompense, and I award the same as general damages to the plaintiff.

Owing to the fact that the transaction was essentially commercial in nature right from inception because the plaintiff deals in real property for profits, the amount awarded as general damages
365 shall attract a commercial rate of interest at 25% per annum from the date of this judgment until payment in full.

Regarding the issue of costs, the established law, under *Section 27(2) CPA (supra)* is that costs are awarded at the discretion of court and shall follow the event unless for good reasons the court directs otherwise. See: *Jennifer Rwanyindo Aurelia & A' nor vs. School Outfitters (U) Ltd.,*
370 *C.A.CA No.53 of 1999; National Pharmacy Ltd. vs. Kampala City Council [1979] HCB 25.* In

the instant case, the plaintiff has succeeded in his suit and I find no justifiable reason to deny him costs of the suit. The plaintiff is awarded costs of this suit. It is accordingly ordered as follows;

1. *The defendant is ordered to conclude the contract of sale of the suit property with the plaintiff.*
- 375 2. *The plaintiff is awarded general damages of Shs.100,000,000 (One Hundred Million Only).*
3. *The amount in (2) above shall attract an interest rate of 25% per annum from the date of this judgment till payment in full.*
4. *The plaintiff is awarded costs of the suit.*

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BASHAIJA K. ANDREW
JUDGE
14/10/2015