

**MISC. CAUSE NO. 38-2018 - JUBILEE ESTATES LTD VS. ZION CONSTRUCTION LTD & OTHERS  
(RULING)**

**THE REPUBLIC OF UGANDA**

**IN THE HIGH COURT OF UGANDA AT KAMPALA**

**[LAND DIVISION]**

**MISCELLANEOUS CAUSE NO. 38 OF 2018**

**(ARISING FROM CIVIL SUIT NO.231 OF 2018)**

**JUBILEE ESTATES LTD:.....APPLICANTS**

**VERSUS**

**1. ZION CONSTRUCTION LTD**

**2. NDAGIRE JENNIFER LILIAN**

**3. NAMBI ALLEN [Administrator to the Estate of the late Herbert GN Ssemambo]**

**4. BATTE GERALD**

**5. COMMISSIONER FOR LAND REGISTRATION:.....RESPONDENT**

**RULING**

**BEFORE: HON. MR. JUSTICE HENRY I KAWESA**

This application was brought by notice of motion under Section 82 and 98 of Civil Procedure Act Cap 71, O46 rr1&2 and 8, O.9 r12 and O.52 r1 & 2 of the Civil Procedure Rules SI 71-1 seeking for orders that;

1. This Honourable Court reviews the consent judgment/order executed between the 1<sup>st</sup> Respondent [Plaintiff] on one hand and the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondents [Defendants] on the other hand dated 11<sup>th</sup> of September, 2018.
2. The said consent judgment/ orders be set aside.
3. Costs of this application be provided for.

The background of this application is that the 1<sup>st</sup> Respondent instituted Civil Suit No.231 of 2018 in this Court against the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondents claiming for, inter alia, recovery of land

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comprised in Block 38 Plot 16 Busiro, Muguluka, Wakiso District (*hereinafter the suit land*) measuring approximately 240 acres.

In that suit, the 1<sup>st</sup> Respondent claimed to have bought the suit land from the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents but that; 100 acres of it were at the time, in the possession of the 4<sup>th</sup> Respondent who also claimed to have bought them from the 2<sup>nd</sup> and 3<sup>rd</sup> Respondent. During the pendency of that suit, the Applicant brought Miscellaneous Application No.0628 of 2018 against the 1<sup>st</sup> Respondent seeking to be joined as a co-Defendant on ground of being an equitable owner of approximately 116 acres forming part of the suit land, claiming to have bought the same also from the 2<sup>nd</sup> and 3<sup>rd</sup> Respondent.

The Applicant's application was granted under O.1 r10(2) of the Civil Procedure Rules on ground that her presence before Court, was necessary for the determination of the entire dispute. Consequently, the Applicant filed a written statement of defence accompanied with a counter claim against the 2<sup>nd</sup>, 3<sup>rd</sup>, 5<sup>th</sup> and, the Attorney General; without the 1<sup>st</sup> and 4<sup>th</sup> Respondent.

Before the determination of the head suit, the Respondents herein reached a consent agreement distributing the suit land amongst themselves and; withdrawing the suit against the 5<sup>th</sup> Respondent. Their agreement was entered as a consent judgment by this Court on 11<sup>th</sup> September, 2018. The Applicant being aggrieved by the consent judgment has now applied to have the same reviewed and set aside.

The grounds upon which her application is premised, are among others;

1. That the terms of the executed consent judgment has the effect of defeating the Applicant's equitable interest on the portion of the land measuring 166 acres forming part of the suit land affected by the consent judgment.
2. That the Applicant has a direct interest in the suit land, the subject of the consent judgment, and it is injuriously affected by the terms of the consent judgment between the 1<sup>st</sup> Respondent and the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondents.

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3. That the Applicant being party to Civil Suit No. 231 of 2018 is aggrieved by the consent judgment in that:
  - a) The consent judgment was executed without the Applicant's knowledge yet it is a principal party (co-Defendant in Civil Suit No.231 of 2018,
  - b) The terms of the consent judgment purported to distribute and/or affect the Applicant's equitable interest in the land measuring approximately 116 acres and forming part of the suit land comprised in Busiro Block 38, Plot 16, 19, 92, 93 and 94 situated at Muguluka in Wakiso District.
  - c) The terms of the consent judgment purports to terminate and or settle the proceedings in Civil Suit No.231 of 2018 thereby injuriously affecting the counter claim filed by the Applicant.
6. That the Applicant had at all times attended Court when the matter was called up for hearing.
7. That the Applicant came to know about the execution of the consent judgment and the terms therein on it was only on the 12<sup>th</sup> of September 2018.
8. That it is in the interest of justice that this Court reviews and/ or sets aside the consent judgment.

In his affidavit, the Applicant reiterated the above grounds in addition to the averments similar to the above background and the following documents were annexed to her affidavit in support of the motion;

1. Copies of land sale agreements between the Applicant and 2<sup>nd</sup> and 3<sup>rd</sup> Respondents.
2. Copy of the ruling adding the Applicant as a Co-defendant to the head suit.
3. A copy of the Applicant's written statement of defence and counterclaim to the head suit.

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4. Copy of the consent order.

The application was opposed by the 1<sup>st</sup> and 4<sup>th</sup> Defendant despite all the Respondents being served.

It is trite law that where certain facts are sworn to in an affidavit, the burden to deny them is on the other party and if he does not they are presumed to have been accepted. See *Samwiri Massa versus Rose Achen [1978] HCB 297; Makerere University versus St. Mark Education Institute Ltd. & Others. [1994] KALR 26; Eridadi Ahimbisibwe versus World Food Programme & Others [1998] KALR 32; Kalyesubula Fenekansi versus Luwero District Land board & Others, Miscellaneous Application No. 367 of 2011.*

In addition to the above, Counsel for the Applicant also cited the case of *Erunasani Kivumbi & 3 Ors versus Registrar of Titles MA 38 of 2018* to submit that the Applicant's averments were admitted by the 2<sup>nd</sup>, 3<sup>rd</sup> and 5<sup>th</sup> Respondents, owing to their failure to file a reply. I agree with Counsel on the basis of the authorities above.

This application therefore summarily succeeds against the 1<sup>st</sup> and 4<sup>th</sup> Respondents and; shall now proceed only against the 1<sup>st</sup> and 4<sup>th</sup> Respondent.

In her affidavit in reply, the 1<sup>st</sup> Respondent averred in denial of knowledge of the Applicant's interest in the suit land. She however admitted instituting Civil Suit No.231 of 2018 against the other Respondents. Further that because the 4<sup>th</sup> Respondents had intentions of commencing developments on the suit land, she obtained an injunctive order against the said developments. That upon realizing fraudulent dealings on the suit land, she and the 4<sup>th</sup> Respondents decided to settle their losses amicably through negotiation. The 1<sup>st</sup> Respondent further admitted that the Applicant filed an application to be added as co-defendant to her suit which she opposed on ground that she did not have a cause of action against her [Applicant].

The 1<sup>st</sup> Respondent's denied colluding with other Respondents to terminate the head suit to the Applicant's prejudice. Additionally, that the said consent judgment was entered into in good faith in order to minimize losses. That she entered the said consent with other Respondents, not

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the Applicant, because it was only the Respondents it could obtain a remedy from. Additionally, that the said consent judgment did not terminate the suit as it only enabled the 1<sup>st</sup> Respondent to obtain a remedy against the Respondents, and only withdrawn against the 5<sup>th</sup> Defendant. In addition, that the consent judgment does not hinder the Applicant from proceeding with her counterclaim. Lastly, that the Applicant's application does not disclose any grounds warranting a review and setting aside of the consent judgment.

In his affidavit, the 4<sup>th</sup> Respondent denied knowledge of the Applicant's interest in the suit land. He also denied knowledge of the Applicant's application to be added as party to the head suit on ground that he was never served with the order arising therefrom and had never seen the Applicant attend proceedings.

He denied Further, any act of collusion, fraud, or connivance in the circumstances leading to the impugned consent judgment. He also averred that the consent judgment was made without prejudice to the Applicant's interests that is; that it did not cover the entire acreage of the suit land. Further that the consent which was entered has, between the parties known at the time and; that the Applicant cannot force him to litigate especially since she claims nothing against him in her written statement of defence.

That the consent does not in any way injure the Applicant on ground that parties are free to consent in whichever lawful ways and that in any way; the Applicant is still at liberty to bring a fresh suit against the 2<sup>nd</sup> and 3<sup>rd</sup> Respondent she seems to claim from. He also averred that at the time he possessed part of the suit land, he saw nowhere the Applicant possessed.

Finally that the Applicant's application was brought in bad faith and has not demonstrated any ground for setting aside the consent judgment.

In rejoinder, the Applicant denied all the averments in the 4<sup>th</sup> Respondent's affidavit in reply. She further averred that the consent agreement was invalid on ground that it had the effect of rendering a Court order impotent and unenforceable.

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In his submissions, Counsel for the Applicant referred me to Section 82(b) of the Civil Procedure Act and O.46 rr1 and 8 of the Civil Procedure Rules which is the applicable law for review of judgments in addition to Section 98 of the Civil Procedure Act. He then submitted that it was express from the Applicant's evidence that he is the owner of the suit land to which he seeks a declaration from Court. He argued that from the onset, the Applicant is aggrieved by the consent judgment whose effect alienated her entitlement to the suit land.

Further that it was entered upon the collusion of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Respondents in disregard of her interest and this was done with the full knowledge of the Applicant's claim because the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Respondents had been served with her written statement of defence and counterclaim. It was his submission also that the 1<sup>st</sup> Respondent ought to have waited for Court to determine the head suit with a proper consideration of the claims involved. He invited me to apply the *dictum* in the case of **Kamanda Bukenya versus Edith Nakandi & Ors (Consolidated Misc. App No.775 of 2017 and Misc. App. No. 1075 of 2017)** that:

*“The facts as presented by the pleadings therefore amount to a revelation that an illegality did happen. The process of entering this consent was irregular. As it has been shown, this consent judgment was not made in the presence of Counsel, parties and the trial judge. There is evidence of collusion and acting contrary to the policy of the Court...”*

Further, that the failure to grant this application would be a validation of the impugned consent judgment and thereby cause a paralysis over the suit land and in the event that the head suit is decided in favour of the Applicant. The rationale for his view Counsel stated, is that there would be two judgments entitling the suit land to different persons. He accordingly submitted that this application ought to be granted in order to avoid this paralysis and in order to allow the head suit to be determined. He implored me to follow what he called the reasoning of upholding Court policy in the case of **Kamanda Bukenya (supra)**. He also urged me to grant all the orders sought.

Contrary to his submissions, Counsel for the 1<sup>st</sup> and 4<sup>th</sup> Respondents also referred to the law applicable to review specifically Section 82(b) Civil Procedure Act and O.46 rr1 and 2 of the Civil Procedure Rules.

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Further, and in particular, Counsel for the 1<sup>st</sup> Respondent cited the case of *AG & Anor versus James Mark Kamoga & Anor SCCA No.8 of 2004* to state that a person considering himself aggrieved by a consent decree may apply for must prove discovery of new and important evidence which after the exercise of due diligence was not within his or her knowledge or could not be produced at the time when the consent was made; or on account of some mistake or error on the face of the record or any other sufficient cause.

Counsel for the 4<sup>th</sup> Respondent also added the case of *Siraje Walakira versus Muwayire Bbale & Mijka Sebugwawo HCCR No.018 of 2012* which reiterates the grounds upon which review judgments is based.

Counsel for the 1<sup>st</sup> Respondent then quoted an extract in the case of *Hirani versus Kassam (1952) EA 131* to the effect that a consent order;

*“Made in the presence and with the consent of Counsel, is binding on all parties to the proceedings or action and cannot be varied or discharged unless obtained by fraud, or collusion, or by an agreement contrary to the policy of the Court or if the consent was given without sufficient material facts, or in misapprehension or ignorance of material facts, or in general for any reason which would enable the Court to set aside an agreement.”*

The above quotation was reiterated in the case of *Attorney General & Anor vs. James Kamoga (supra) and Ken Group of Companies Ltd versus Standard Chartered Bank & 2 Others HCMA No.116 of 2012* which was cited by Counsel for the 4<sup>th</sup> Respondent.

On the premise of the above authorities, Counsel for the 1<sup>st</sup> Respondent argued that the Applicant neither demonstrated any grounds for setting aside the impugned consent judgment nor plead fraud, mistake or misapprehension or contravention of Court policy.

On the Applicant’s assertion that there was collusion between the 1<sup>st</sup> Respondent and the other Respondents, Counsel argued that the Applicant could not claim from the 1<sup>st</sup> Respondent, for the reason; that the 1<sup>st</sup> Respondent neither had any dealings with the Applicant nor was the Applicant

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in possession of the suit land. In his view, the Applicant was like any other third party claiming the suit land with whom the 1<sup>st</sup> Respondent had no business to conduct negotiations because she, (1<sup>st</sup> Respondent) claimed no remedy from her. Counsel also took note of the fact that the 1<sup>st</sup> Respondent was not a party to the Applicant's counterclaim.

It was his submission that there was no evidence of collusion for the reason that the consent judgment was entered in the presence of the parties under diligent circumstances. He also challenged the Applicant to prove any malice by the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondent aimed at extinguishing her interest in the suit land as a way of proving the alleged collusion.

Counsel for the 1<sup>st</sup> Respondent further relied on the case of **George William Kateregga versus Commissioner Land Registration & Others HCCS No.131** to submit that the Applicant was bound by the consent judgment on the ground that it constituted a judgment in rem. He also equated the Applicant's assertions of collusion to fraud; whereupon he argued that such allegations cannot be proved by affidavit evidence for the reason that the standard of proof for fraud is higher than the ordinary.

In support of his arguments, he cited the case of **Hannington Wasswa versus Maria Onyango Ochola & 3 Others SCCA No.22 of 1993 as cited in Bank of Uganda & Others versus Basajjabalaba Hides & Skins Ltd HCMA No. 566 of 2008;** and further argued that the consent judgment ought not to be set aside on unfounded allegations that have not been proved.

Counsel then suggested that the Applicant was free to institute a suit against persons against whom she has a cause of action although emphasizing that the 1<sup>st</sup> Respondent was not one of them since she is not a party to the Applicant's counterclaim. His view was that the Applicant would suffer no prejudice, if this application is declined since she can still pursue her claims against the parties whom she has a cause of action. That this is on the ground that the consent judgment did not in any way extinguish her cause of action or purported interest in the suit land.

In his prayers, Counsel for the 1<sup>st</sup> Respondent urged me to dismiss this application with costs on grounds of failure to demonstrate grounds for review and setting aside of the consent judgment.



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On the same hand, Counsel for the 4<sup>th</sup> Respondent also submitted that the Applicant had proved no ground for review and setting aside of the consent judgment. He also disputed the Applicants Counsel's citation of Section 98 of the Civil Procedure Act which provides for Court's inherent powers on grounds that such powers are discretionary and must be exercised judiciously so as to meet the ends of justice.

In support of this submission, he relied on the case of **Katamba Phillip & Ors versus Magala Ronald; High Court Arbitration Cause No.003 of 2007** wherein it was held that;

*“The exercise of a power of discretion must be done judiciously”.*

He accordingly submitted that it would not be just to deny litigants the chance of settling matters by consent as it is a move by the Judiciary so as to reduce case backlog. He also suggested that the Applicant should appeal against the consent judgment in case she was dissatisfied with it.

He further argued that paragraph 10 of the Applicant's affidavit merely alleges collusion without disclosing what it constituted. Basing on the case of **Taabu Peter versus Wanyama Paul HCCA NO.172 of 2012** wherein Court held that the burden of proving facts in civil cases is upon the party alleging those facts. He submitted that the Applicant failed to adduce any evidence of collusion by the Respondents. Counsel for the 4<sup>th</sup> Respondent also sought to distinguish the case of **Kamanda Bukonya versus Edith Nakandi & Others** (*supra*), cited by the Applicant's Counsel on ground that that case concerned an irregularity where the consent was made in the absence of the parties and the trial judge, unlike the instant case.

He accordingly argued that the consent judgment in this case cannot be set aside on ground that there was no ground as enunciated by the above authorities was present herein. For those reasons, Counsel implored me to dismiss the Applicant's application with costs to the 4<sup>th</sup> Defendant.

In rejoinder, Counsel for the Applicant submitted that the consent judgments was subject to review on ground of sufficient cause as enunciated under O.46 r(1)(b) of the Civil Procedure

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Rules Section 82(b) of the Civil Procedure Act and the case of *Siraje Walakira versus Muwayire Bbale & Mijka Sebugwawo* (*supra*) cited by Counsel for the 4<sup>th</sup> Respondent.

He urged Court to adopt the ordinary meaning of the word sufficient reason to determine that the facts pleaded by the Applicant justify the plea of collusion and constitute sufficient reason for the success of the instant application.

He disputed Counsel for the 4<sup>th</sup> Respondent's suggestion of appeal on ground that this is flawed since review is a remedy available in the circumstances of an appeal. Additionally, that the right to appeal is not available to the Applicant on ground that she is not a party to the consent judgment. He invited me to find that this application is properly before this Court.

On the submission that the application does not raise the plea of collusion as a ground for setting aside the consent judgment, Counsel rejoined by defining collusion according to the **8<sup>th</sup> Edn., of the Black's Law (2004)** Dictionary, as an agreement to defraud another or to do or obtain something forbidden by law. Accordingly, he based on the Applicant's averments regarding collusion to submit that the consent judgment was meant to defeat the Applicant's proprietary interest whose determination is the subject of the suit which the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Respondents were aware of at the time the judgment was entered. In addition to this, he also submitted that their actions were intended to rid the Applicant of her right to a fair trial leading to determination of her interest in the suit land, a position forbidden by law.

Resolution

*According to Section 82 of the Civil Procedure Act;*

*“A person considering himself or herself aggrieved-*

*(a) by a decree or order from which an appeal is allowed but from which no appeal has been preferred; or*

*(b) by a decree or order from which no appeal is hereby allowed.....*

*May apply for a review of the judgment to the Court which passed the decree or made the order.....”*

In addition to the above Section, O.46 r.1 of the Civil Procedure Rules provides *the Applicant's application must be premised on;*

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*“the discovery of new and important matter or evidence which after the exercise of due diligence, was not within his or her knowledge or could not be produced by him or her at the time when the decree was passed or the order was made, or on account of some mistake or error apparent on the face of the record, or for any other sufficient reason...”*

I am in agreement with the cases cited by Counsel for the parties as regards review and setting aside consent judgments above.

The Applicant herein considered herself aggrieved by the consent agreement on ground that it purports to terminate the head suit yet; it was executed without her knowledge despite being a principal party to the head suit. In addition, that its terms affect her proprietary interest in the suit land and also her counterclaim. His Counsel submitted that the Applicant seeks review and setting aside the said consent judgment upon sufficient cause thereby admitting to Counsel for the 1<sup>st</sup> and 4<sup>th</sup> Respondents that the instant application does not demonstrate any other grounds upon which review can be based.

It is settled law that the provisions of O.46 r1 of the Civil Procedure Rules are broad enough to apply to review of all judgments including consent judgments. See *AG & Anor versus James Mark Kamoga & Anor* (*supra*). The pertinent question therefore is to determine whether the Applicant has demonstrated sufficient cause for review of the impugned consent judgment.

Counsel for the parties rightly stated the principles upon which consent judgments can be relied upon that is; where the consent was reached *“by fraud, or collusion, or by an agreement contrary to the policy of the Court or if the consent was given without sufficient material facts, or in misapprehension or ignorance of material facts, or in general for any reason which would enable the Court to set aside an agreement.”* See the cases cited above.

The Applicant herein contends that the impugned consent judgment was reached by collusion between the 1<sup>st</sup> Respondent and the rest of the Respondents since she was excluded from the negotiations leading to that judgment despite being a party to the head suit. She also averred that the fact of her being a party to the head suit was well within the knowledge of the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Respondents. Her Counsel properly defined collusion, according to the **8<sup>th</sup> Edn. of the Black’s**

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**Law Dictionary**, to constitute acts done to defraud another or obtain something forbidden by law.

In determining the pertinent question above, I shall first of all determine whether it was necessary for the Applicant to be party to the consent agreement reached by the Respondents. In doing this, I recall that the Applicant was only made co-defendant to the head suit under **O.1 r.10 (2) of the Civil Procedure Rules** that is; as a necessary party whose presence was necessary to enable Court “to adequately resolve all questions related to this suit [head suit], while avoiding a multiplicity of suits.” See the ruling to the Applicant’s application to be joined to the head suit as a Defendant *vide MA No.0628 of 2018.*

It is not disputed that the Applicant was added as a co-defendant notwithstanding that her claims of part of the suit land stood opposed to the 1<sup>st</sup> Respondent (Plaintiff). According to the *Code of Civil Procedure, MLJ’s Office Madras, (5 of 1908) Vol.2 at 386*, a commentary to *O.1 r10(2) of the Indian Civil Procedure Rules* which is in pari material to our **O.1 r10(2)** of the Civil Procedure Rules, it is stated that;

*“A party is added as a co-Plaintiff when the Plaintiff does not dispute the right of the co-plaintiff to the decree which might be passed. But where the Plaintiff disputes the right of a party to have an interest in the property which he is claiming that party, should be properly joined as a Defendant and not as a co-plaintiff because it is only when he is joined as a Defendant that an issue can legitimately be raised between them: Air 1953 Bom. 202.” (Emphasis added).*

I find this reasoning quite persuasive and relevant to the circumstances of the head suit and the MA No.0628/..... . this is the position of the law and the reasoning is applicable to the facts before me The above reasoning fortifies the rationale why Court, whose view was to determining all the issues arising therefrom and avoiding multiplicity of suits, added the Applicant to the head suit as a co-defendant. Logically, it means that the 1<sup>st</sup> Respondent could not properly compromise the head suit with other Respondents in isolation of the Applicant for the reason that this would leave dispute as between the 1<sup>st</sup> Respondent and Applicant unresolved.

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I do not therefore agree with both Counsel for the 1<sup>st</sup> and 4<sup>th</sup> Respondent that the Respondents could properly compromise the head suit in exclusion of the Applicant notwithstanding that she was a third party to it.

Going ahead now, the impugned consent judgment was entered with knowledge of the Applicant's claim by the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> Respondents the former having duly served them with her written statement of defence and counterclaim. Despite having such knowledge, these went forth to compromise the head suit by distributing the entire suit land amongst themselves, inclusive of the 4<sup>th</sup> Respondent, without regard to the Applicant's claim. In my view, this is proof of collusion by the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Respondents which is sufficient reason for review and setting aside the impugned consent judgment.

Notwithstanding that collusion was not proved against the 4<sup>th</sup> Respondent who demonstrated ignorance of the Applicant's claim, I am still convinced that the same ought to be set aside against him on ground of Court policy of avoiding multiplicity of suits.

I disagree with the 1<sup>st</sup> Respondents Counsel's suggestion as regards the Applicant instituting another suit against persons she has a cause of action for the reason this would lead to a multiplication of suits; yet her claim can nevertheless be settled in the head suit. I do not also agree with Counsel for the 4<sup>th</sup> Respondent's view that the Applicant could appeal against the impugned consent judgment. On that regard, I agree with Counsel for the Applicant's reply that review, not appeal, was the available procedure for the Applicant having given that she was not a party to the consent judgment. I however, agree with Counsel for the 4<sup>th</sup> Respondent that the case of ***Kamanda Bukenya versus Edith Nakandi & Others*** (*supra*) is distinguishable from the instant one.

For the reasons above, I find that the Applicant has demonstrated sufficient reason for review and setting aside of the consent judgment between the 1<sup>st</sup> Respondent and the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Respondent.

This application therefore succeeds with costs to abide in the main cause.

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I so order

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Henry I. Kawesa

**JUDGE**

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Kitaka Martin for the Applicant.

Applicant representative; Odong Wilberforce present

Respondents absent and not represented.

Court:

Matter for Ruling.

However, I noticed a letter from M/s. Kahuma Khalayi & Kaheeru Advocates raising interest in the proceedings. They not being parties, their concerns should be addressed by taking steps to join the proceedings.

The letter comes late when Court is ready to pronounce the ruling.

Court: Ruling is accordingly pronounced to the parties above.

.....

Henry I. Kawesa

**JUDGE**

05/06/2019