

**THE REPUBLIC OF UGANDA  
IN THE HIGH COURT OF UGANDA AT KAMPALA  
LAND DIVISION  
CIVIL SUIT NO. HCT-00-LD-CS-0366-2017**

**NTALO AHMED::: PLAINTIFF**

***VERSUS***

- 1. KEEZI WILSON**
- 2. NAKATO JUSTINE**
- 3. THE COMMISSIONER LAND REGISTRATION**
- 4. NAKABUGO NORAH::: DEFENDANTS**

***BEFORE: HON. JUSTICE BERNARD NAMANYA***

***JUDGMENT***

***Introduction:***

1. The plaintiff sued the defendants jointly and severally for: recovery of land comprised in Kyadondo Block 244 Plot 3401 land at Kisugu measuring approximately 0.080 Hectares (hereinafter referred to as “the suit land”); cancellation of the 1<sup>st</sup> defendant’s proprietorship from the suit land; permanent injunction; general damages; mesne profits; and costs of the suit. The plaintiff is a biological son and the administrator of the estate of the late Adam Bizigin Rizigala. The plaintiff claims that, his late father sometime in 1974, purchased the suit land from a one Amisi Gingo (deceased). That the late Adam Bizigin Rizigala was supposed to curve off his piece of land from the old chunk of land known as Plot 267, and register it into his name, but was not able to do so due to the political turmoil in the 1970s, which led him to flee into exile in Kenya, where he remained until 2007. It is claimed that, the late Adam Bizigin Rizigala returned home in 2007, and died two months later at his home in Bombo.



2. The plaintiff having obtained letters of administration, started researching about his late father's properties, including the suit land. That he discovered that Plot 267 had been subdivided into Plots 3401 and 3402, and that his father's land was part of Plot 3401 which is now owned by the 1<sup>st</sup> defendant. The plaintiff then filed this suit against the defendants for fraudulently acquiring his late father's land.
3. The defendants denied the plaintiff's allegations. The 1<sup>st</sup> defendant in his defence stated that he is the registered proprietor of the suit land, which he purchased from its former registered owner, Nakato Justine. He denied committing any acts of fraud. In her defence, the 4<sup>th</sup> defendant stated that she is the administrator of the estate of the late Amisi Gingo, and has no interest in the suit land. She denied selling the suit property or committing any acts of fraud as alleged by the plaintiff.

**Locus in quo visit:**

4. On the 23 June 2023, this court carried out a locus in quo visit to the suit land at Muyenga, Bukasa along the road to Namuwongo in the presence of Ms. Zawedde Lubwama Lukwago and Mr. John Miti (counsel for the plaintiffs); Mr. Kizito Ssekitoleko and Ms. Akaijagye Sonia (counsel for the 1<sup>st</sup> defendant) and Ms. Nansukusa Rebecca (counsel for the 4<sup>th</sup> defendant). The plaintiff, Ntalo Ahmed, was present. The 1<sup>st</sup> defendant (Keezi Wilson) and 4<sup>th</sup> defendant (Nakabugo Norah) were also present.
5. The plaintiff (Ntalo Ahmed), the defendant (Babirye Christine), and the 4<sup>th</sup> defendant (Nakabugo Norah) gave evidence during the locus in quo visit, and were cross-examined by either counsel. The witnesses confirmed their earlier evidence before court during the hearing of the case.



6. Court observed that the land is vacant. The 1<sup>st</sup> defendant lives near the suit land but on another street. The 1<sup>st</sup> defendant had in his possession, the duplicate certificate of title (owner's copy) which was inspected by court. There was a pile of bricks and a banana plantation on the suit land.

**Representation and hearing:**

7. The plaintiffs were represented by Ms. Zawedde Lubwama Lukwago of M/s Zawedde Lubwama & Co. Advocates. The 1<sup>st</sup> defendant was represented by Mr. Kizito Sekitoleko of M/s KBW Advocates while the 4<sup>th</sup> defendant was represented by Ms. Nansukusa Rebecca of M/s Makeera & Co Advocates. The suit proceeded in the absence of the 2<sup>nd</sup> defendant. The 3<sup>rd</sup> defendant, Commissioner for Land Registration, also did not participate in the proceedings.

**The plaintiff's evidence:**

8. The plaintiff produced three witnesses to prove his case: PW1 (Ntalo Ahmed), PW2 (Hajji Mohammed Birikadde), and PW3 (Babirye Christine).
9. The plaintiffs relied on the following documents:
- i). Exh.P1 – Plaintiff;
  - ii). Exh.P2 – Certificate of Title for the suit land;
  - iii). Exh.P3 – Certificate of Title for Plot 3402;
  - iv). Exp.P4 – Search statement for Plot 3401 dated 22 March 2011;
  - v). Exh.P5 – Caveat lodged by the plaintiff in 2011;
  - vi). Exh.P6 – Search statement for Plot 3401 dated 17 October 2016;
  - vii). Exh.P7 – Notice of motion in Misc. App. No.161 of 2013;
  - viii). Exh.P8 – Letter dated 28 January 2016 by Semugera & Co Advocates;
  - ix). Exh.P9 – Letter by the Commissioner for Land Registration dated 12 July



2016;

- x). Exh.P10 – Transfer form for Plot 3401; and
- xi). Exh.P11 – Letter by the Ministry of Lands, Housing & Urban Development dated 7 May 2010.

**The 1<sup>st</sup> defendant's evidence:**

10. The 1<sup>st</sup> defendant produced one witness to prove his case: DW1 (Keezi Wilson).

He relied on the following documents:

- i). Exh.D1 – Copy of receipt from Nile Bank Limited dated 12 June 1998 & Letter to the 1<sup>st</sup> defendant by the Ministry of Lands, Housing & Urban Development dated 14 April 2010;
- ii). Exh.D2 – Letter by the 1<sup>st</sup> defendant's lawyers to the Commissioner for Land Registration dated 29 July 2011;
- iii). Exh.D3 – Letter by the 1<sup>st</sup> defendant's lawyers to the Ministry of Lands, Housing & Urban Development dated 24 August 2011;
- iv). Exh.D4 – Letter by the 1<sup>st</sup> defendant's lawyers to the Solicitor General dated 10 October 2012;
- v). Exh.D5 – Letter by the First Parliamentary Counsel dated 11 February 2013;
- vi). Exh.D6 – Written statement of defence in HCCS No.44 of 2013;
- vii). Exh.D7 – Letter by the 1<sup>st</sup> defendant's lawyers to the Secretary of the Uganda Land Commission dated 31 August 2015;
- viii). Exh.D8 – Letter by the 1<sup>st</sup> defendant's lawyers to the Commissioner for Land Registration dated 1 September 2015;
- ix). Exh.D9 – Letter by the 1<sup>st</sup> defendant's lawyers to the Commissioner for Land Registration dated 25 September 2015;

- x). Exh.D10 – Letter by the 1<sup>st</sup> defendant’s lawyers to the Commissioner for Land Registration dated 3 February 2016;
- xi). Exh.D11 – Certificate of Title for Plot 3401 in the 1<sup>st</sup> defendant’s name; and
- xii). Exh.D12 – Search statement for Plot 3401 dated 11 September 2019.

**The 4<sup>th</sup> defendant’s evidence:**

- 11. The 4<sup>th</sup> defendant produced one witness to prove her case: DW2 (Nakabugo Norah). She relied on the following documents:
  - i). Exh.D13 – Letters of Administration of the estate of the late Amisi Gingo;
  - ii). Exh.D14 – Certificate of title for land at Kyadondo Block 244 Plot 3401 in the name of Justine Nakato; and
  - iii). Exh.D15 – Certificate of Title for Plot 3402 in the name of Bukomansimbi Investments Ltd.

**Issues to be determined by the court:**

- 12. The parties agreed on the following issues for court’s determination.
  - i). Whether the suit to recover estate land is barred by the law of limitation?
  - ii). Whether the plaintiff has any cause of action against the 1<sup>st</sup> and 4<sup>th</sup> defendants?
  - iii). Whether registration of the defendants was procured fraudulently?
  - iv). Whether the 1<sup>st</sup> defendant is a bona fide purchaser for value without notice of the alleged interest of the plaintiff’s father.
  - v). What remedies are available to the parties?

13. I shall address the issues in the following order: Issue No.1 followed by Issue No.2. Issues No.3 and 4 shall be addressed concurrently; followed finally, by Issue No.5.

**Issue No.1: Whether the suit to recover estate land is barred by the law of limitation:**

14. Counsel for the 1<sup>st</sup> and 4<sup>th</sup> defendants submitted that according to Exh.D11 (certificate of title for Plot 3401), Abasi Mugerwa was registered on the 2 April 1984 meaning that if the plaintiff had any cause of action, it began to run on the 2 April 1984, and the 12 years elapsed in 1996.

15. To determine whether or not a suit is time barred, court has to look at all the facts and peculiar circumstances of the case. Court is enjoined to consider the pleadings in their entirety. See Charles Lubowa & 4 Others v. Makerere University SCCA No.2 of 2011 (per Justice Bart Katureebe, J.S.C (as he then was)).

16. According to paragraph 8 of the plaint, the plaintiff claims that his father told him he bought the suit land from one Amisi Gingo in 1974 which land his late father utilized until he went into exile in 1979. The plaintiff's father returned from exile in 2007. The plaintiff claims that he started pursuing the suit land in 2012 after obtaining letters of administration in respect of his late father's estate. That is when he discovered that the suit land had been transferred to several persons including Abasi Mugerwa, Uganda Land Commission, Nakato Justine (the 2<sup>nd</sup> defendant), and most recently Keezi Wilson (the 1<sup>st</sup> defendant).

17. Section 21 (1) of the Limitations Act (Cap 80) provides that:

***“21. Extension of limitation period in case of disability***

*(1) If on the date when any right of action accrued for which a period of limitation is prescribed by this Act the person to whom it accrued was under a disability, the action may be brought at any time before the expiration of six years from the date when the person ceased to be under a disability or died, whichever event first occurred, notwithstanding that the period of limitation has expired”*

18. According to the plaint, the plaintiff’s late father lived in exile from 1979 up to 2007 when he returned to Uganda, and shortly thereafter died. The plaintiff procured letters of administration in 2012, and that it is when he discovered that his late father’s land was now owned by the 2<sup>nd</sup> defendant.
19. I am satisfied that the plaintiff’s late father was under disability from 1984 up to 2007. Time, for purposes of limitation of the cause of action, did not begin to run until 2007 when the disability ceased. The instant suit was filed in 2017 when the limitation period was yet to expire. Accordingly, the objection raised by counsel for the 1<sup>st</sup> and 4<sup>th</sup> defendants that the suit is time barred is overruled.

**Issue No.2: Whether the plaintiff has any cause of action against the 1<sup>st</sup> and 4<sup>th</sup> defendants:**

20. Counsel for the 1<sup>st</sup> and 4<sup>th</sup> defendants submitted that the suit does not disclose a cause of action against them.
21. A cause of action is disclosed when it is shown that the plaintiff had a right, and that right was violated, and that the defendant is liable. It is the law that the question of whether a plaint discloses a cause of action must be determined upon perusal of the plaint alone together with any attachments. See the case of Willy Jagwe v. Bugingo Wilfred, Court of Appeal Civil Appeal No.114 of 2016.

Upon perusal of the plaint in the instant case, under paragraphs 7, 8, and 9 it was stated that the plaintiff is a biological son of the late Adam Bizigin Rigalla who claims to have purchased the suit land in 1974. The plaintiff is the administrator of the estate of his late father. He faults the defendants for conspiring to defraud him of the suit land, and transferring it to several proprietors to his detriment, and other beneficiaries of the estate. The facts show that the plaintiff enjoyed a right as a beneficiary of the estate of his late father in as far as the suit land is concerned. The suit land which he claims is part of his father's estate is registered in the 1<sup>st</sup> defendant's name, and faults the 4<sup>th</sup> defendant for being complicit in the fraud. His right was violated when his late father's land, of which he is an administrator, was allegedly taken by defendants. He blames the defendants for being responsible for violation of his rights. I am satisfied that the plaintiff has a cause of action against the 1<sup>st</sup> and 4<sup>th</sup> defendants.

**Issues No.3 & 4: Whether the 1<sup>st</sup> defendant obtained registration of the property through fraud; and whether the 1<sup>st</sup> defendant is a bona fide purchaser for value without notice of the alleged interest of the plaintiff's father**

22. The plaintiff asserts that the 1<sup>st</sup> and 2<sup>nd</sup> defendants were fraudulently registered as owners of the suit land; he bears the burden of proof, and this being a fraud case, the standard of proof is heavier; it is beyond a mere balance of probabilities. See the case of Kampala Bottlers Ltd v. Damanico (U) Ltd, Supreme Court Civil Appeal No.22 of 1992 (coram: S.W.W. Wambuzi, C.J., A. Oder, J.S.C., H. Platt, J.S.C).
23. PW1 (Ntalo Ahmed) testified that his father told him that he bought the suit land from a one Amisi Gingo in 1974. That at the time of purchase, the land



was located on Block 244 Plot 267 registered in the name of Amisi Gingo. That he utilized the property, but before he could have it transferred into his name, he was forced flee to exile due to political turmoil in the 1970s. That his late father returned from exile in 2007 but he died shortly after awards before he could pursue recovery of his land. That after the plaintiff obtained letters of administration of his father's estate, he discovered from information provided by local council chairman of Muyenga B Kisugu, Misi Jingo's widow, and Nakabugo Nora; that the 2<sup>nd</sup> defendant had unlawfully procured registration of the land into her name, and later sold the same to the 1<sup>st</sup> defendant. That he then filed the instant suit seeking to recover the land. He further testified that the ground where the suit land is located bears an old foundation, and a pile of old bricks which depict the semi-finished building that was built in the late 1970s. He claims that the semi-finished building was interfered with and disguised to hide evidence. During his cross-examination, PW1 stated that he does not have the agreement of purchase for the land. He stated that his father was not registered on the land, and neither did he register any caveat.

24. PW2 (Hajji Mohammed Birikadde) testified that he is a close friend to the late Adam Bizigin Rigalla. That the late Adam Bizigin Rigalla used to buy properties including the one in Muyenga, and would register them in other people's names or leave them with caretakers. He stated that the late Adam Bizgin Rigalla had built a house on the said plot, and there was a lady caretaker at the property. He stated that he does not know when the deceased bought the property but he took him to the suit land, as he always did for his various properties. That after his release from prison in 2010, he confirmed and showed the children of the deceased, the deceased's properties which properties have been redeemed while others are still subject to litigation. He stated that since



he did not know the plot number, he took them to a particular plot at Muyenga, Kisugu and found the same still vacant, but that the house had been demolished, with some old bricks and trees still visible. During his cross-examination, he stated that he did not see the agreement for purchase in respect to the suit land. That the deceased had a residential house on the suit land. He also stated that by the time the late Adam Bizigin Rigalla bought the suit land he was not present, and was not witness to the purchase agreement.

25. PW3 (Babirye Christine) testified that in 1995 she was an information secretary on the local council 1 committee of Muyenga B Zone 9 where the suit land is situated. She stated that she once resided next to the suit land, and the late Adam Bizigin's portion was always vacant, with remains of an unfinished house and old bricks. She testified that it is the local council committee where she served as a member, that demolished the semi-finished building because suspected criminals were using it as hiding ground. She further testified that her evidence that the plaintiff's later father, Adam Bizigin Rigalla, is the owner of the suit land, is based on information received from the 4<sup>th</sup> defendant. She testified that:

*"All the information I got it from Nakabugo."*

**Analysis of the plaintiff's evidence:**

26. There are several gaps in the plaintiff's evidence as noted below. First, PW1 (Ntalo Ahmed) failed to produce a purchase agreement by which his father acquired the suit land in 1974 from the late Amisi Gingo. Second, the evidence of PW1 (Ntalo Ahmed) and PW3 (Babirye Christine) is not direct evidence and offends the rules of evidence. The evidence of PW1 is based on information obtained from third party sources such as the local council chairman of Muyenga B Kisugu, his late father, Misi Jingo's widow, and Nakabugo Nora.



Third, the evidence of PW3 is based on information allegedly received from the 4<sup>th</sup> defendant but DW2 (Nakabugo Norah), who is also the 4<sup>th</sup> defendant, testified before court, and denied ever being the caretaker of the suit land or giving any information to PW3. In fact, DW2 testified that the lawful owner of the land is the 1<sup>st</sup> defendant. Fourth, PW2 (Hajji Mohammed Barikadde), a friend of the late Adam Bizigin Rigalla who claimed that he knew most of the properties and dealings of the plaintiff's late father did not witness the purchase of the suit land. Although PW2 claimed that the plaintiff's late father owned a house on the suit land that was habitable with residents, this is contradicted by evidence of PW3 (Babirye Christine) that the house was unfinished, was always vacant and was a hideout of suspected criminals.

27. As noted above, the evidence adduced by the plaintiff offends the general rule of evidence that all oral evidence must be direct; the evidence is largely hearsay that this court cannot rely on. See the case of Arnold Godfrey Kaiza v. Uganda, Court of Appeal Criminal Appeal No.100 of 2012 (Coram: Richard Buteera, D.C.J., Stephen Musota, JA., and Muzamiru Kibeedi, JA).

28. Section 59 of the Evidence Act (Cap 6) provides that:

***“59. Oral evidence must be direct***

*Oral evidence must, in all cases whatever, be direct; that is to say—*

*(a) if it refers to a fact which could be seen, it must be the evidence of a witness who says he or she saw it;*

*(b) if it refers to a fact which could be heard, it must be the evidence of a witness who says he or she heard it;*

*(c) if it refers to a fact which could be perceived by any other sense, or in any other manner, it must be the evidence of a witness who says he or she perceived it by that sense or in that manner;*

*(d) if it refers to an opinion or to the grounds on which that opinion is held, it must be the evidence of the person who holds that opinion on those grounds [...]*”

29. It is important to note that the plaintiff's alleged interest in the land was never registered on the certificate of title for Plot 3401. The registered owners of the land had no way of knowing the plaintiff's alleged interest in the land. Exh.P9 is a letter from the Commissioner for Land Registration dated 12 July 2016 responding to the plaintiff's claim for the suit land; by which the plaintiff was informed that the purported agreement from which he derives interest in the suit land was never noted on the land register, and that the suit land is now in the names of third parties. Part of Exh.P9 reads as follows:

*“Since your client’s claim was not registered, it acts interparty and does not bind the third parties. For this reason, your request to halt transactions has been denied. [Signed] Sarah Kulata Basangwa, Commissioner Land Registration”*

30. Overall, it is my finding that the plaintiff's evidence falls far short of the standard of proof expected in a case of fraud such as the instant one; which is proof beyond a mere balance of probabilities. See the case of Kampala Bottlers Ltd v. Damanico (supra).

**Analysis of the defendants' evidence:**

31. On the other hand, DW1 (Keezi Wilson) testified that in 1998, he was approached by a land broker/dealer who showed him land in Muyenga B Zone Makindye, which was on sale. That he was introduced to the proprietor of the land, a one Justine Nakato, the 2<sup>nd</sup> defendant whom he negotiated with and

agreed on a price of Ushs 7,000,000. That the vendor, Nakato Justine informed him that she had mortgaged the land title to Nile Bank. That he went with the 2<sup>nd</sup> defendant to Ministry of Lands offices, conducted a search, and confirmed that the land was registered in the name of the 2<sup>nd</sup> defendant. That the title also reflected a mortgage by Nile Bank. That he then went to Nile Bank where the 2<sup>nd</sup> defendant paid Ushs 6,500,000 (see Exh.D1, deposit slip issued by Nile Bank) which was part of the purchase price, and the land title was released by the bank. That thereafter he paid the 2<sup>nd</sup> defendant her balance in cash, and she handed over to him the title and signed transfer forms (See Exh.P10). He further testified that that the 2<sup>nd</sup> defendant went to the suit land and compensated the people that were cultivating on the suit land, and thereafter, she handed over the suit land to him without any encumbrances. He testified that he has been utilizing the suit land since he bought it in 1998. That when he went back to the Ministry of Lands to have the land transferred into his name, he was told that the white page was missing. That he continued checking at the Ministry of Lands but the white page could not be found, and on 9 December 2009, he wrote to the Commissioner for Land Registration to make a substitute title but was informed by the Commissioner for Land Registration that the land was part of the Namuwongo Government Project that was compulsorily acquired (see Exh.D1, letter dated 14 April 2010 by Sarah Kulata Basangwa, Commissioner for Land Registration). That he later discovered that the suit land was not part of the said Government project. Exh.P11 is a letter dated 7 May 2010 by the Permanent Secretary of the Ministry of Lands, Housing and Urban Development informing the 1<sup>st</sup> defendant that the suit land is not required by Government. He was then registered as owner of the land (see Exh.D11, certificate of title of the suit land showing that the 1<sup>st</sup> defendant became

A handwritten signature in black ink, appearing to read 'Benjamin...', written in a cursive style.

registered owner of the land on the 19 August 2016 under Instrument Number KCCA00031042).

32. It was submitted on behalf of the 1<sup>st</sup> defendant that he is a bona fide purchaser for value without notice of any third-party claims. The doctrine of a bona fide purchaser for value without notice is set out in section 181 of the Registration of Titles Act (Cap 230):

***“181. Purchasers protected***

*Nothing in this Act shall be so interpreted as to leave subject to an action of ejectment or to an action for recovery of damages as aforesaid or for deprivation of the estate or interest in respect to which he or she is registered as proprietor any purchaser bona fide for valuable consideration of land under the operation of this Act, on the ground that the proprietor through or under whom he or she claims was registered as proprietor through fraud or error or has derived from or through a person registered as proprietor through fraud or error; and this applies whether the fraud or error consists in wrong description of the boundaries or of the parcels of any land or otherwise howsoever.”*

33. It is a fundamental rule that a purchaser of a legal estate for value without notice has an absolute, unqualified and unanswerable defence against the claims of any competing title holder. The onus of proof lies on the person putting forward this plea. It is a single plea, and is not sufficiently made out by proving purchase for value, and leaving it to the claimant to prove notice if he or she can. The purchaser must act in good faith. Any sharp or unconscionable conduct may disentitle a purchaser from putting forward this defence. The purchaser must

undertake a full investigation of title before completing the purchase. In order to derive benefit from the doctrine, a purchaser must have made all the usual and proper inquiries, and still found nothing to indicate the interest of a third party. A purchaser who falls short of this standard cannot not plead that he or she had no notice of third-party rights which proper due diligence would have discovered. A purchaser is deemed to have constructive notice of a fact if he or she had actual notice that there was some incumbrance, and a proper inquiry would have revealed what it was; or deliberately abstained from inquiry in an attempt to avoid having notice; or omitted by carelessly or for any other reason, to make an inquiry which a purchaser acting on skilled advice ought to have made, and which would have revealed the incumbrance. A purchaser has a duty to inspect the land and make a full inquiry about anything which appears inconsistent with the title offered by the vendor. Possession of land that is inconsistent with a vendor's title constitutes sufficient notice to the purchaser of the rights of the possessor. See Megarry & Wade: The Law of Real Property, 9<sup>th</sup> Edition, Stuart Bridge, Elizabeth Cooke and Martin Dixon, Sweet & Maxwell, London, 2019 at paragraphs 5-005; 5-016-5-023; See also Mohammed Abdallah Garelnabi v. Diana Irene Nayiga (Civil Appeal No. 231 of 2019) [2022] UGCA 78, the Court of Appeal of Uganda (per Justice Catherine Bamugemerire, JA).

34. In the case of Yakobo M.N. Senkungu & 4 Others v. Cresensio Mukasa, Civil Appeal No. 17 of 2014, the Supreme Court of Uganda (per Justice Augustine S. Nshimye, J.S.C) held that:

*“In order for one to seek the protection of Section 181 (supra), he/she must prove that he/she is a bona-fide purchaser. The purchaser must*



*act in good faith, ought to have given due consideration and purchased the land without notice of the fraud.”*

35. The doctrine applies to shield an innocent purchaser from any third-party claims to the land. To benefit from the doctrine of a bona fide purchaser for value without notice of third-party claims, the 1<sup>st</sup> defendant must prove the following essential elements: i) that he acted in good faith; ii) that he undertook a full investigation of the vendors’ title; and iii) that he undertook a thorough due diligence on the land, including a thorough inspection of the land, and still found no equitable interest that was inconsistent with the vendors’ title. See also my earlier decision in the case of *John Kagwa v. Joseph Kizito Batume & 8 Others, High Court (Land Division) Civil Suit No.286 of 2017.*
36. I have carefully evaluated the evidence adduced by the 1<sup>st</sup> defendant, and I am satisfied that he is a bona fide purchaser for value without notice of any third-party claims. The 1<sup>st</sup> defendant physically inspected the land in 1998, and there were no developments on the land. The land was vacant, and that fact was confirmed by PW3 (Babirye Christine) who testified that in 1995, when she was serving on the local council committee for the area where the suit land is located, the semi-finished building was demolished because it had become a hideout for suspected criminals. The 1<sup>st</sup> defendant also inspected the land register, and there was only one incumbrance in the form of a mortgage in favour of Nile Bank, which he dealt with by paying part of the agreed purchase price directly to the Bank. There was no caveat on the suit land would have alerted him on the plaintiff’s alleged interest in the land.
37. On the allegation that the 4<sup>th</sup> defendant conspired with his late brother Abasi Mugerwa to subdivide Plot 267, and transfer Plot 3401 into his name well





knowing that it belonged to the estate of the late Bizigin Adam Rizigala, the plaintiff's father; the 4<sup>th</sup> defendant denied all such allegations. She testified that the suit land has never been part of the estate of the late Amisi Gingo, and that by the time she obtained the letters of administration in 1997, the suit land had already been registered in the names of Abasi Mugerwa in 1984. She testified that whereas Abasi Mugerwa is her brother, she does not know how he got registered on the suit land. Exh.D13, the certificate of title shows that Plot 3401 was registered in the names Abasi Mugerwa on the 2 April 1984. At the time, the 4<sup>th</sup> defendant did not have any authority over the estate of Amisi Gingo; which authority she obtained in 1997 as per Exhibit D13, letters of administration of the estate of the late Amisi Gingo. The plaintiff's allegations against the 4<sup>th</sup> defendant, are therefore without basis, and not supported by any evidence.

38. The production of a certificate of title is conclusive proof of ownership. Section 59 of the Registration of Titles Act (Cap 230) provides that:

***“Certificate to be conclusive evidence of title***

*No certificate of title issued upon an application to bring land under this Act shall be impeached or defeasible by reason or on account of any informality or irregularity in the application or in the proceedings previous to the registration of the certificate, and every certificate of title issued under this Act shall be received in all courts as evidence of the particulars set forth in the certificate and of the entry of the certificate in the Register Book, and shall be conclusive evidence that the person named in the certificate as the proprietor of or having any estate or interest in or power to appoint or dispose of the land described in the certificate is seized or possessed of that estate or interest or has that power.”*



39. In the case of *Kampala Bottlers Ltd v. Damanico (supra)*, it was held that “[...] production of the certificate to title in the names of the appellant is sufficient proof of ownership of the land in question unless the case falls within the provisions of section 184 of the *Registration of Titles Act*.”
40. The plaintiff has failed to prove that his case falls under any of the exceptions provided for in *section 184 of the Registration of Titles Act (Cap 230)*.
41. Therefore, it is my decision that the plaintiff has failed to prove that the 1<sup>st</sup> defendant procured registration as owner of the land fraudulently. The 1<sup>st</sup> defendant has proved that he is the lawful owner of the suit land. The 3<sup>rd</sup> and 4<sup>th</sup> defendants are not culpable for any wrongdoing.

**Issue No.3: What remedies are available to the parties?**


42. The plaintiff claimed for several reliefs in the plaint but in view of my decision that the 1<sup>st</sup> defendant is the lawful owner of the land comprised in Kyadondo Block 244 Plot 3401 at Kisugu, the plaintiff is not entitled to any of the reliefs sought.
43. The plaintiff’s case is accordingly dismissed. The 1<sup>st</sup> and 4<sup>th</sup> defendants are awarded the costs of the suit which shall be paid by the plaintiff. The 2<sup>nd</sup> and 3<sup>rd</sup> defendants did not participate in the suit and are therefore not entitled to costs. Exh.D12, search statement dated 11 December 2019, proves that the plaintiff lodged a caveat on the suit land on the 8 November 2016 under Instrument No. KCCA-00033551. The 1<sup>st</sup> defendant is entitled to an order removing the caveat.



44. In the final result, I enter Judgment with the following declarations and orders:

- 1). That the plaintiff's suit against the defendants is dismissed.
- 2). That the 1<sup>st</sup> defendant, Keezi Wilson, is the lawful owner of the land comprised in Kyadondo Block 244 Plot 3401 at Kisugu measuring approximately 0.080 Hectares.
- 3). That the Commissioner for Land Registration is directed to remove a caveat lodged by the plaintiff, Ntalo Ahmed, on land comprised in Kyadondo Block 244 Plot 3401 at Kisugu.
- 4). That the plaintiff shall pay the 1<sup>st</sup> and 4<sup>th</sup> defendants, the costs of the suit.

**IT IS SO ORDERED.**

  
**BERNARD NAMANYA**  
**JUDGE**  
**12 September 2023**

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