

**THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT KAMPALA
[LAND DIVISION]
CIVIL SUIT NO. HCT-00-LD-CS-2613-2015**

HARRIET RUGIGANA::: PLAINTIFF

VERSUS

NATIONAL SOCIAL SECURITY FUND::: DEFENDANT

BEFORE: HON. JUSTICE BERNARD NAMANYA

JUDGMENT

Introduction:

1. The plaintiff seeks to recover a parcel of land measuring 25ft x 85ft. She claims that her land was fraudulently included in the certificate of title for the land comprised in Leasehold Register Volume 3656 Folio 10, Plot 13 Ismael Road, Mbuya, Kampala city, which was purchased by National Social Security Fund (the defendant). The defendant later constructed several condominium units on the land. The plaintiff seeks the following remedies against the defendant: i) a declaration that the plaintiff is the lawful and equitable owner of the suit land; ii) an order directing the Commissioner for Land Registration to rectify the defendant’s title by excluding the plaintiff’s land; iii) a declaration that the defendant has encroached on the plaintiff’s land; iv) an order that the defendant grants the plaintiff, quiet enjoyment of the suit land; v) general damages; vi) interest on (v) above at the rate of 25% per annum from the date of judgment, until payment in full; and vii) costs of the suit.

2. The defendant, on the other hand, contends that it lawfully purchased the suit land from Rev. Dr. Grace Karamura and Dr. Lydia Karamura who were the registered proprietors of the land, after carrying out due diligence. The



defendant denied all allegations of fraud. The defendant filed a counterclaim against the plaintiff in which it sought the following remedies: i) a declaration that the suit land belongs to it; ii) a declaration that the plaintiff has no interest in the suit land; iii) general damages; and iv) costs of the suit.

Representation:

3. The plaintiff was represented by Mr. Isaac Obiro Ekirapa from M/s. Ekirapa & Co. Advocates. The defendant was represented by Mr. Bwayo Richard from M/s. Nangwala, Rezida & Co. Advocates.

The plaintiff's evidence:

4. The plaintiff produced one witness to prove her case, PW1 (Harriet Rugigana). The plaintiff adduced evidence of the following documents that were admitted in evidence:
 - i). Exh.P1 – a copy of a letter dated 28 December 2007 from the late Kasajja John, an inmate in Uganda Prison Murchison Bay, authorising the plaintiff to care take his land situated at Mbuya Zone 5;
 - ii). Exh.P2 – a copy of a sale agreement between the late Kasajja John and the plaintiff, dated 18 December 2008;
 - iii). Exh.P3 – a copy of photographs of the suit land;
 - iv). Exh.P4 – a copy of a letter dated 24 March 2013 addressed to the Resident City Commissioner, Nakawa Division, from the local council 1 chairman, Zone 5 Mbuya II Parish – Nakawa Division, informing him that the plaintiff's land was encroached upon by Rev. Dr. Grace Karamura who had subsequently sold it to the defendant;
 - v). Exh.P5 – a copy of the letter addressed to the managing director of the defendant (National Social Security Fund) from the plaintiff's advocates, dated 3 April 2013; and



- vi). Exh.P6 – a copy of a certificate of title of leasehold property comprised in Plot 13, Ismael Road, Kampala City, Kampala District.

The defendant's evidence:

5. The defendant produced three witnesses to prove its case. DW1 (Isaac Ogwang), DW2 (Rev. Dr. Grace Karamura) and DW3 (Harriet Mucunguzi). The defendant adduced evidence of the following documents that were admitted in evidence:

- i). Exh.D1 – a copy of a letter 22 February 2011 addressed to the managing director of the defendant from the Chief Government Valuer, Ministry of Lands, Housing and Urban Development;
- ii). Exh.D2 – a copy of a statement of search by the Commissioner for Land Registration for the suit land dated 29 July 2011 addressed to S-M Cathan Property Consult;
- iii). Exh.D3 – a copy of the sale agreement between Rev. Dr. Grace Karamura, Dr. Lydia Karamura and the defendant, dated 4 June 2012;
- iv). Exh.D4 – a copy of a letter addressed to the local council 1 chairman, Mbuya Zone 5, Mbuya from Rev. Dr and Mrs. Grace Karamura, dated 4 June 2012, introducing the defendant as the purchaser of the land;
- v). Exh.D5 – a copy of a letter dated 2 April 2019 addressed to the defendant from the Directorate of Physical Planning, Kampala Capital City Authority approving developments on the land;
- vi). Exh.D6 – a copy of a letter dated 19 February 2019 addressed to the Secretary, Uganda Land Commission from the deputy managing director of the defendant, seeking for consent to create condominium titles on the land;
- vii). Exh.D7 – a copy of a letter from the secretary, Uganda Land Commission dated 13 May 2019, requesting for preparation of condominium titles on the suit land;

- viii). Exh.D8 – a copy of a letter dated 6 June 2016 addressed to the managing director of the defendant from the contractor of the condominium units;
- ix). Exh.D9 – a copy of a letter dated 6 May 2013 addressed to the managing director of the defendant from the lawyers of Rev. Dr. Grace Karamura and Dr. Lydia Karamura;
- x). Exh.D10 – a copy of a letter dated 8 November 2010 from the City Council of Kampala addressed to the plaintiff; and
- xi). Exh.D11 – a copy of a survey report by Terrain Consult dated 5 September 2006.

The plaintiff's submissions:

6. Counsel for the plaintiff submitted that the plaintiff purchased the land from the late Kasajja John (Exh.P2). That Exh.P4, which is a letter from the local council 1 officials of Zone 5 Mbuya, addressed to the Resident City Commissioner, confirmed encroachment on the land by Rev. Dr. Grace Karamura. That DW2 (Rev. Dr. Grace Karamura), admitted in his testimony that he lodged a complaint with Kampala City Council about the plaintiff's encroachment on his land, by building illegal structures, prompting Kampala City Council to write a letter to the plaintiff dated 8 November 2010 (Exh.D10). It was also counsel's contention that the defendant failed to adduce evidence to show that, it physically inspected the suit land prior to purchasing land from Rev. Dr. Grace Karamura. He further submitted that the defendant failed to seek approval from the Area Land Committee, before Plot 13 was created, and that as a result, the defendant acquired the certificate of title fraudulently. Counsel further submitted that there are abnormalities in the defendant's certificate of title for the suit land (ExhP6) which is evidence of fraud, that the defendant was aware of, before purchasing the land, thus making the defendant ineligible to raise the

defence of a bona fide purchaser for value without notice of fraud. Counsel prayed for an order that the defendant compensates the plaintiff a sum of money to be determined by the Chief Government Valuer. He further prayed for general damages of 100 million shillings, costs of the suit, and interest of 25% per annum on compensation and general damages from the date of judgment until payment in full.

The defendant's submissions:

7. Counsel for the defendant submitted that the plaintiff failed to bring evidence of the extent of the land encroached upon. That, at the locus in quo visit, the plaintiff failed to show the court, the boundaries to her land. That none of the alleged particulars of fraud were attributed to the defendant. He explained the historical context of the land stating that the lease of 99 years was granted to Garuga Properties Ltd on 23 February 1983, in respect of Plot M204, which measured approximately 6 acres of land. That the suit land measuring approximately 0.098 hectares was curved off the 6 acres owned by Garuga Properties Ltd, and certified by the commissioner for lands and surveys on the 13 September 2006. That subsequently, Rev. Dr. Grace Karamura and Lydia Karamura became registered proprietors of the land on 27 June 2008, and later passed on ownership to the defendant on 18 July 2012. Counsel submitted that there was no need to involve the area land committee since the lease was created in 1983. That there is no evidence of a history of conflict between the plaintiff, and defendant's predecessors in title on the land. Counsel for the defendant argued that the defendant undertook all the necessary due diligence. That a survey on the land was conducted, a search on the title deed done, and that a physical inspection of the land did not reveal any incumbrances. He prayed that the court finds that the defendant is a bona fide purchaser for value without notice of any fraud. Counsel for the defendant prayed for a declaration that the suit land belongs

to the defendant; a declaration that the plaintiff has no interest in the suit land; general damages of 30 million Uganda shillings; and costs of the suit.

Issues to be determined by the court:

8. The following are the issues for determination by the court:
 - 1). Whether part of the plaintiff's land was fraudulently included in the certificate of title for the suit land;
 - 2). Whether the defendant is a bona fide purchaser of the land for value without notice of fraud;
 - 3). Whether the plaintiff is a trespasser on the defendant's land; and
 - 4). Whether the parties are entitled to the remedies respectively sought by each party.

Issues No.1 & 2: Whether part of the plaintiff's land was fraudulently included in the certificate of title for the suit land; and whether the defendant is a bona fide purchaser of the land for value without notice of fraud

9. Issues No.1 & 2 shall be handled concurrently.
10. The plaintiff bears the burden to prove her case. See Sections 101, 102, 103 & 106 of the Evidence Act (Cap 6) and the case of Senkungu & 4 Ors v. Mukasa (Civil Appeal 17 of 2014) [2017] UGSC 14 (per Augustine S. Nshimye, J.S.C). The plaintiff asserts that the defendant was fraudulently registered as owner of the suit land, 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).



11. In paragraph 6(i) of the amended plaint filed in court on the 7 May 2018, the plaintiff alleged the following particulars of fraud against the defendant, and she bears burden to prove them:
 - i). Purporting to survey land in the occupation and possession of the plaintiff without the plaintiff's consent or approval
 - ii). Processing a lease certificate of title without an inspection by the Area Land Committee;
 - iii). Purchasing land in occupation and possession of another;
 - iv). Conducting an opening of boundaries without the knowledge and or participation or neighbours and local council officials in the area; and
 - v). Purchasing the suit land without making any inquiries from the local leaders.

12. PW1 (Harriet Rugigana) testified that the late Kasajja John bought the suit from a one Nakawunde in 1994, constructed four rental units, and left the rest of the land for future developments. Around the year 2002, Garuga Properties Ltd, the late Kasajja John's neighbour and other property developers approached him, and tried to persuade him to sell his land, but their offers were not accepted. Later on, the late Kasajja John was accused of a criminal offence, and subsequently remanded at Luzira prison around the year 2005. In 2007, the late Kasajja John officially authorised her to take care of his land, and later sold it to her on the 18 December 2008. She then built 2 (two) residential houses on part of the suit land, leaving a portion of it undeveloped. That while the late Kasajja John was in detention at Luzira prison, Garuga Properties Ltd trespassed onto the suit land, and sold off his own piece of land to Athanasius Rutaroh, and in the process, wrongfully included the suit land as well, in the said sale. PW1 testified that in 2013, she discovered that Athanasius Rutaroh later sold the land to Rev. Dr. Grace Karamura who later sold it to the defendant. That subsequently, on the 24



March 2013, the local council 1 chairperson wrote a letter to the Resident City Commissioner, Nakawa Division, informing him that Rev. Dr. Grace Karamura had encroached on the suit land, before the property was sold to the defendant. According to her, the defendant intended to defeat her equitable interest on the suit land, by not carrying out the necessary due diligence, and therefore acquired the said land fraudulently.

13. During her cross examination, PW1 admitted that she did not live on the suit land, and that she had already sold the land she bought from the late Kasajja John, to someone whom she did not remember. She also stated that she knew that the suit land was registered land, and that she had not filed a suit against Garuga Properties Ltd. She admitted that the late Kasajja John was not in possession of his land in 1983 at the time the suit land was registered. In re-examination, she stated that she had not been to the suit land in a while because she feared for her life.

Decision of the court:

14. I have analysed the evidence adduced by PW1 (Harriet Rugigana). There are four reasons, why I am not persuaded by the evidence adduced by the plaintiff:
15. First, in her evidence in chief, PW1 claimed that she built two residential houses on part of the suit land. On the 3 November 2023, when the court conducted a locus in quo visit to the suit land, PW1 pointed to two residential houses outside the perimeter wall erected by the defendant. It was clear to the court that the two residential houses are not claimed by the defendant. PW1 also admitted, during proceedings of the locus in quo visit, that she sold the two residential houses to a person she could not remember, in order to repay a loan, she had obtained from a money lender. Although PW1

claimed that the defendant wrongfully took her land located at the place where generators are installed, she failed to show court, boundaries of her alleged land. She failed to prove the extent of encroachment on her land by the defendant.

16. Second, the plaintiff did not prove that when the certificate of title for the suit land was first created on the 28 November 2006 (Exh.P6), the creation of the title was calculated to defeat her equitable interest in the land.
17. Third, the plaintiff alleged that the defendant processed a lease certificate of title without an inspection by the Area Land Committee. However, the defendant could not have been guilty of this act, since the certificate of title for the suit land was first created on the 28 November 2006 (Exh.P6), with Athanasius Rutaroh as the first registered owner.
18. Fourth, the plaintiff alleges that the previous owners of the land before the defendant procured a certificate of title to defeat her equitable interest in the land. These previous owners of the land are, Athanasius Rutaroh, registered on the 28.11.06; and Rev. Dr. Grace Karamura and Lydia Karamura, registered on the 27.6.2008. The plaintiff also makes allegations of fraud against Garuga Properties Ltd, who appear on Exh.P6 (certificate of title and lease agreement dated 23 February 1983), as lessee. It is noted that these previous owners of the land are not parties to the instant suit, and yet fraud has been alleged against them. Since they are not parties to the suit, the previous owners of the land cannot effectively rebut the allegations of fraud. Therefore, even if the plaintiff were to prove fraud (which burden has not been discharged), it would be against the said previous registered owners of the suit land, and not the defendant.



19. However, one of the previous owners of the land, Rev. Dr. Grace Karamura (DW2) gave evidence to this court as a witness of the defendant. DW2 testified that he purchased the suit land from Mr. James Musinguzi Garuga in the year 2007. DW2 testified that before purchasing the land, he conducted all necessary due diligence, and found out that the certificate of title was not encumbered, and neither were there any wrangles on the land. DW2 referred to a survey report by Terrain Consult dated 5 September 2006 (Exh.D11) which was given to him by the seller, Mr. James Musinguzi Garuga.
20. Counsel for the plaintiff sought to rely on the case of *John Kaggwa v. Joseph Kizito Batume & 8 Others, High Court Civil Suit No.286 of 2017*, for the assertion that the title deed was procured to defeat the plaintiff's equitable interest in the land. The facts of that case are clearly distinguishable from those of the instant case. In the *John Kaggwa case*, I ordered for cancellation of the certificate of title after being satisfied, that the plaintiff was a bona fide occupant of the suit land, and the title deed was procured by the defendants to defeat his equitable interest in the land. In the instant case, the plaintiff has not only failed to prove ownership of an equitable interest in the land but also failed to prove that the title deed was procured to defeat her interest.
21. In conclusion therefore, the plaintiff has failed to prove that the defendant or any of the previous owners of the land, were fraudulently registered as the owners of the suit land.
22. The defendant contends that the doctrine of a bona fide purchaser for value without notice of fraud, shields it from any alleged fraud by the previous



owners of the land. The doctrine is set out in Section 181 of the Registration of Titles Act (Cap 230) which provides that:

“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.”

23. 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 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, 9th Edition, Stuart Bridge, Elizabeth Cooke and Martin Dixon, Sweet & Maxwell, London, 2019 at paragraphs 5-005; 5-016-5-023); See also the cases of 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); and 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).

24. The doctrine of a bona fide purchaser for value without notice of fraud applies to shield a purchaser from the fraud committed by a vendor of land. Accordingly, having put forward the plea of a bona fide purchaser for value without notice of fraud, the onus is on the defendant to prove the following essential elements: i) that it acted in good faith; ii) that it undertook a full investigation of the vendors’ title; and iii) that it 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.



25. I will now proceed to evaluate the evidence adduced by the defendant in order to determine if the plea of “a bona fide purchaser for value without notice of fraud” has been sufficiently established.
26. DW1 (Isaac Ogwang), an advocate of the High Court working with the defendant since April 2007, testified that the plaintiff’s claims of fraud are false because all due diligence was conducted by both the Chief Government Valuer and a private firm known as SM Cathan whose findings informed the decision to purchase the suit land in 2011. That the plaintiff only laid claim to the suit land after the defendant took possession of the said land and developed it.
27. DW3 (Harriet Mucunguzi), a property manager of the defendant, testified that she was part of the team that received vacant possession of the land. That she was shown the boundaries of the said land by Mr. Kahenano Joseph who acted as an agent of Rev. Dr. Grace Karamura, and the exercise was peaceful, without any complaints from neighbours. During her cross-examination, she testified that she believed that due diligence was done by the legal department of the defendant.
28. I have carefully evaluated the evidence adduced by the defendant, who adduced Exh.D3, the sale agreement between Rev. Dr. Grace Karamura and Dr. Lydia Karamura, and the defendant dated the 4 June 2012. Exh.P6 is the certificate of title of the suit land, and it shows that the defendant purchased several parcels of land including land comprised in Leasehold Register Volume 3656 Folio 10 Plot 13 Ismael Road, Mbuya, Kampala measuring approximately 0.098 hectares; at a consideration of Uganda shillings 1,620,000,000 (one billion six hundred and twenty million).


29. Exh.P6, which is the certificate of title for Plot 13 shows that the defendant was registered as owner of the land on the 18 July 2012. PW1 admitted that she never lodged a caveat on the suit land. If at all the plaintiff owns any equitable interest in the land, the defendant who acquired the land from Rev. Dr. Grace Karamura and Dr. Lydia Karamura, had no way of establishing the plaintiff's equitable interest in the land, in the absence of a caveat lodged by the plaintiff, and in the absence of any developments on the land by the plaintiff.
30. I have considered the evidence of DW1 (Isaac Ogwang) who testified that the defendant carried out due diligence on the suit land prior to purchase, through the Chief Government Valuer and a private firm known as S-M Cathan, and that the results of the due diligence informed the defendant's decision to purchase the suit land in 2011. DW1 further testified that the plaintiff only laid claim to the suit land, after the defendant took possession of the said land, and developed it.
31. I have perused Exh.D1, which is a letter dated 22 February 2011, addressed to the managing director of the National Social Security Fund, and authored by Mr. Moses Magala, on behalf of the Acting Chief Government Valuer. The letter states in part, that the property was inspected by the Acting Chief Government Valuer, and the property is described as follows:
- "The subject properties comprise bare land that is secured by barbed wire fencing strung onto wooden poles and a perimeter wall from the neighbouring property. The immediate neighbourhood is predominantly characterised by low grade housing although good quality housing is within close vicinity [...] The land is vacant and unencumbered." (underlining is mine for emphasis).*



32. I have also perused Exh.D2, a statement of search issued by the Commissioner for Land Registration, dated 29 July 2011 addressed to S-M Cathan Property Consult, which according to the evidence of DW1, was a firm contracted by the defendant to conduct due diligence on the suit land, prior to the purchase of the land by the defendant. The search statement shows that the registered owners of the suit land are Rev. Dr. Grace Karamura and Dr. Lydia Karamura, registered on the 27.6.08 under Instrument Number 398385. Incumbrances are NIL.
33. According to the above search statement and the report by the Chief Government Valuer, there was no indication at all, of the existence of the alleged equitable interest of the plaintiff.
34. The defendant has proved to my satisfaction, that the doctrine of a bona fide purchaser for value without notice of fraud, shields it from any alleged fraud by the previous owners of the land. I am satisfied that the defendant, National Social Security Fund, acted in good faith; undertook a full investigation of the vendors' land title; and undertook a thorough due diligence on the land, including physical inspection of the land. The due diligence conducted by the defendant did not reveal the alleged equitable interest of the plaintiff.
35. According to the case of *Kampala Bottlers Ltd v. Damanico (supra)*, the production of a certificate of title is conclusive proof of ownership in the absence of fraud. This is in pursuance of Section 59 of the Registration of Titles Act (Cap 230) which 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.”

36. In conclusion, the defendant has proved to my satisfaction, that it was lawfully registered as owner of the suit land (Plot 13) on the 18 July 2012 under Instrument Number 471393 (Exh.P6). Exh.P6 shows that on the 27.06.19, several condominium units, were created out of the suit land (Plot13). The plaintiff failed to prove fraud in the creation of these title deeds. I am satisfied that the defendant is a bona fide purchaser for value without notice of any third-party claims (if any), including that of the plaintiff (Harriet Rugigana).

Issue No.3: Whether the plaintiff is a trespasser on the defendant’s land

37. The defendant did not lead any evidence to prove trespass to its land by the plaintiff. Issue No.3 is therefore answered in the negative.

Issue No.4: Whether the parties are entitled to the remedies respectively sought by each party

38. The plaintiff claimed for several remedies in the plaint but in view of my decision that the defendant lawfully acquired the suit land, it is my decision that the plaintiff is not entitled to any of the remedies.




39. According to the evidence on record, the defendant failed to establish the claim for general damages. At the locus in quo visit, I observed that, despite the plaintiff's claims of ownership of part of the suit land, the defendant proceeded to develop the suit land, and several condominium units were constructed without any hindrance from the plaintiff. I therefore decline to award general damages to the defendant. For the reason that the plaintiff did not obstruct the construction of condominium units on the suit land, I order that each party shall bear its own costs.

Final order of the court:

40. In the final result, I enter Judgment in favour of the defendant (National Social Security Fund), with the following declarations and orders:

- 1). That the plaintiff's suit against the defendant is dismissed.
- 2). That the defendant, National Social Security Fund, was lawfully registered as owner of the land comprised in Leasehold Register Volume 3656 Folio 10 Plot 13 Ismael Road, Mbuya, Kampala city measuring approximately 0.098 hectares.
- 3). That the plaintiff has no interest in the land comprised in Leasehold Register Volume 3656 Folio 10 Plot 13 Ismael Road, Mbuya, Kampala city.
- 4). That each party shall bear its own costs.

IT IS SO ORDERED.


BERNARD NAMANYA
JUDGE
23 January 2024