THE REPUBLIC OF UGANDA

IN THE INDUSTRIAL COURT OF UGANDA AT KAMPALA

LABOUR DISPUTE No.062 of 2016

ARISING FROM WAKISO LD-11-12-2016.

BYANJU JOSEPH …….. CLAIMANT

VERSUS

BOARD OF GOVERNORS ST. AUGUSTINE

COLLEGE WAKISO ……... RESPONDENT

AWARD

BEFORE

1. **THE HON. CHIEF JUDGE, ASAPH RUHINDA NTENGYE**
2. **THE HON. JUDGE, LINDA LILLIAN TUMUSIIME MUGISHA**

PANELISTS

1. MS. ROSE GIDONGO

2. MR. ANTHONY WANYAMA

3. MR. RWOMUSHANA

BRIEF FACTS

This claim was brought for compensation for breach of contract amounting to Ugx. 40,000,000/=, compensation for unlawful termination amounting to Ugx.40,000,000/=, Compensation for unlawfully refusing to pay the claimant salary arrears, allowance, NSSF, SACCO saving scheme and his entitlement and benefits under the contract of service to date, amounting Ugx. 40,000,000/=,Special damages for accommodation, transport, feeding, medication,

lost income from school staff canteen, electricity fee increased interest on debt failure all amounting to Ugx. 30,000,000/-, severance allowance, general damage, costs of the suit.

The claimant was represented by learned Counsel Ms. Caroline Namara and the respondent by learned Counsel Ms. Caroline Bamukunda.

BRIEF FACTS

The claimant was employed by the respondents as a teacher in September 2006. In 2009 he accepted new terms of school warden on a 3 year renewable contract. His contract as warden was renewed for another 3 years in January 2013. In 2014 he applied to the respondent to relieve him of his duties as warden because he had to pursue a full time course at the Uganda law development Centre. The respondents in response to his application decided to grant him “un paid leave” which he claims he had not requested for and ordered to vacate the school premises.

ISSUES

The agreed issues are:

1. **Whether the respondents head teacher breached the contract of service between him and the claimant?**
2. **Whether the respondents head teacher unlawfully/unfairly terminated the claimants employment status**
3. **Whether the respondents head teacher unlawfully refused to pay the claimant salaries, allowances , NSSF, SACCO saving scheme and his entitlement and benefit under the contract of service?**
4. **Whether the claimant absconded from duty as he never communicated completion of his studies or resume work**

5. **Whether the respondent school is liable to pay claimants salary loan obligations acquired during the time of service.**
6. **Whether the claimant is entitled to interest on all unpaid monies at the commercial rates**
7. **Whether the parties have any remedies.**

PRELIMINARY OBJECTION

Before the matter was set for hearing the respondents raised a preliminary objection on the grounds that the claimant had sued a wrong party when he sued the Board of governors. The respondents contended that section 31 of the Education (pre-primary, Primary and Post Primary) Act 2008 provides that a private school is registered in the names of the owner and section 44(1) of the same Act provides that the management of the school shall be vested in the owners and section 44(4) for the establishment of a Board of Governors.

Counsel argued that in light of the holding in **THE TRUSTEES OF RUBAGA MIRACLE CENTRE VS MULANGIRA SSIMBWA HC MISC APP. No 56/2006** which was affirmed by **UGANDA FRIEGHT FORWARDERS ASSOCIATION & ANOR VS THE ATTORNEY GENERAL & ANOR CONSTITUTIONAL PETTION No. 22 OF 2009,** where a defendant was nonexistent in law, he cannot be substituted with another and that where a suit is brought in the names of a wrong plaintiff or defendant the plaint cannot be cured by amendment but struck out.

According to Counsel the Board of governors of St Augustine's college Wakiso, has never at any time been used as a business or trade name of the school and the claimant had not proved so. She insisted that according to Exhibit CW1 the school is owned by the Kampala Archdiocese which is a body corporate and can sue or be

sued in its own name. According to counsel the claimant's contract was governed by the terms and conditions of Kampala Archdiocese. She insisted that the FAITH ASIIMWE T/A FAITH FASHION SOLUTION ENTERPRISE VS AIR UGANDA AIR MALI, AIR BURKINA (All trading as Celestrair) MA N) 197 OF 2015(HCCS No. 44OF 2012) was distinguishable from the current acts because the school never traded in the name of the Board of governors of St. Augustine college Wakiso. She further raised the question whether the claimant would claim from the Board of governors as individuals or from the registered company (owner) that was not sued if he succeeded. She was of the view that the claimant should have applied to substitute or amend which he did not do and in any case a nonexistent party could not be substituted. She prayed that the objection is sustained and the suit is dismissed with costs and struck out.

In reply counsel for the claimant argued that the claimant had sued the right party. She contended that the Board of Governors governed the respondent which was a private school, licensed and registered and classified by the Ministry of Education and Sports. According to her the claimant was interviewed, and appointed by the Board of governors in accordance with the terms and conditions specified in the contract marked exhibit CW1 part 2(a) and (b).

Counsel contended that the respondent used its name as trade name/ business name and even then up to the time of hearing they had not denied dealing with the claimant, because they replied to the memorandum of claim and admitted all the documents filed and served on them as respondents.

According to counsel a trade name was defined by **Stroud's judicial dictionary of words and phrase 2000 edition sweet and Maxwell** as:

"*a trade name may be and often is, a trade mark, but it has a wider application than that. In its wider sense, it means the name under which a person*

or company carries on and has habitually carried on, his business and by which his business belongs and which accordingly distinguishes the nature, quality and fame of his goods and dealings."

She argued that in **FAITH ASIIMWE T/A FAITH FASHION SOLUTION ENTERPRISE VS AIR UGANDA AIR MALI, AIR BURKINA** (All trading as Celestrair) MA N) 197 OF 2015(HCCS No. 44/ 2012) held that A trade name was the same as business name and that according to Order 30 rule 10 of the Civil procedure rules SI 71-1 "*any person carrying on business in the name and style other than his/her own may be sued in that name or style as if it were a firm name an so far the nature of the case will permit all rules under this order to apply."*

She contended that the claimants had not disclosed who the correct party should have been and in her opinion this was a mere technicality that court should ignore. Further citing **FAITH ASIIMWE** (supra) she stated that Justice Christopher Madrama had noted that a corporation could also trade in a business name and in case there was a need to amend and substitute the corporate name of the defendants there would be no prejudice in the matter as held Rudd J in **LAKHMAN RAMJI VS SHIVIJI JESSA and JESSA AND SONS (1965) EA 125** *is a simple matter and objections to the names a mere technicality that can be cured if the plaintiff so wishes"*

She further cited, Article 126(2) (e) of the Uganda Constitution 1995 to refute the preliminary Point objection at this stage and prayed that it is overruled.

RULING ON THE PRELIMINARY OBJECTION

The record shows that the claimant was interviewed, and appointed by the Board of governors on the terms and conditions specified by the employment policy of Kampala Archdiocese. What we discerned from the respondents submissions on

the objection was that because the "Board of governors of St. Augustine's college" had never been used as a trade name, they were the wrong party to be sued.

Section 2 of the Education (preprimary, primary and post primary) Act 2008, defines a school owner to include the foundation body or person which or who is

wholly or partially responsible for the activities of the school. The Act makes it a requirement under Section 44 (4), for the school owner to establish for his or her school, a board of governors or management committee in accordance with the regulations by the Minister under the Act. The third schedule of the Act (supra) provides for the EDUCATION **(BOARD OF GOVERNORS) REGULATIONS** and these apply to the management of all post primary educational institutions other than universities and other tertiary institutions not provided for under the Act.

Clause 10 of the regulations provides for Additional ***functions of the Board*** *to include*:

> *a)* ***Govern the school for which it has been constituted under these regulations subject to any directions which may be given to it by the Minister or district secretary for education, in writing on matters of general policy***
>
> ***b) Administer the property of the school, whether movable or immovable) administer any funds, chattels or things of the school derived by way of fund-raising or auction on behalf of the school***
>
> ***c) Provide for the welfare and discipline of students and staff and fix fees and other charges with the approval of the minister and perform such other functions as are prescribed by these regulations.***

The Board of governors therefore exercises these functions for and on behalf of the school owner.

"Govern" as defined by the Cambridge English dictionary as; ***to conduct the policy, actions and affairs of (a state, organization or people) with authority.***

It is clear from regulation 10 that the Board of governors of St. Augustine College had the authority to conduct its affairs for and on behalf of the school owners, Kampala Archdiocese who constituted and authorized them to govern the school within set guidelines as seen in the terms and conditions of service set in the claimant's contract of service.

The board as seen above are therefore agents of the school owner and it is trite that the principal would be responsible for the acts or omissions of the Agent done in good faith.

This matter being an employment dispute supposes that the parties had an employee/employer relationship governed by a contract of service whether oral or written. The Board entered into a contract of service with the claimant in accordance with the employment policy of Kampala Archdiocese and the Education (pre-primary, primary and post primary) Act 2008. It is our considered opinion that by doing so they were acted as agents of Kampala Archdiocese.

Section 2 of the Employment Act 2006 defines **"a contract of service"** to **mean** ***any contract whether oral or in writing, whether express or implied , where a person agrees in return for remuneration, to work for an employer and includes a contract of apprenticeship.***

In the same section **"employee"** is defined as ***"any person who has entered into a contract of service or an apprenticeship contract, including without limitation, any person who is employed by or for the government of Uganda, including the Uganda Pubic Service, a local authority, or parastatal organization but excludes a member of the Uganda Peoples' Defence Forces"*** and

"Employer" is defined ***"as any person or group of persons, including a company or corporation, a public, regional or local authority, a governing body of an unincorporated association, a partnership, parastatal organization or other institution whatsoever, for whom an employee works or has worked or normally worked or sought to work, under a contract of service, and includes the heirs, successors, assignees and transferors of any persons for whom an employee works, has worked or normally works."***

In the instant case, the contract of employment /service entered into by the Board of governors as employers and the claimant as employee is not disputed. This contract can therefore be enforced as if it were entered into by the owners, the Principal, as provided for under Section 159 of the contract Act 2010. Section 159 which states that;

> ***"159. Enforcement and consequences of contract of Agent.***
>
> ***A contract entered into through an agent and obligations arising from acts done by the agent under the contract shall be enforced in the same manner and have the same legal consequences as if the contract was entered into or done by a principal"***

In view of Section 159 of the contract Act (supra) the contract of service between the claimant and the Board of governors of St. Augustine College is enforceable against Kampala Archdiocese who are the owners and therefore the Principal. Clause 38 of the third schedule o**f the Education (preprimary, primary, post primary) Act 2008,** also provides for indemnity to Board members for acts or omissions done in good faith. Clause 38(1) provides that:

> ***"(1) A member of a board shall be indemnified by the board in respect of any liability incurred by him or her as a result of any act matter or thing done or contract entered into by or on behalf of the board in so far as he***

or she acted or omitted to act in good faith in the exercise of his or her duties as a member…"

We therefore find that the objection regarding the use of a trade/business name as contended by the respondents does not arise and is not applicable to the circumstances of this case.

In conclusion the Board of Governors of St. Augustine College having been authorized to act for and on behalf of Kampala Archdiocese by their employment policy and the Education (pre-primary, primary and post primary) Act 2008, are in our considered opinion were properly sued.

The objection is therefore over ruled.

We shall now proceed to resolve the issues in the claim:

1. Whether the respondents head teacher breached the contract of service between him and the claimant?

It was submitted for the claimant that the existence of a contract of service between them and the claimant was not disputed. What was disputed was whether it had been breached? According to counsel the respondents had no policy on study leave and neither did the claimant's contract provide for unpaid leave which was purportedly granted to him by the respondents. Counsel also asserted that the respondents had admitted to having no policy on study leave and that the claimant had not applied for it. She was of the view that since the respondents had made his admission, in accordance with Order **8 rule 3**, Court should find them liable for breach of contract of service.

In reply Counsel for the respondents asserted that counsel had not proved the breach and in any case the claimant had requested for study leave by his letter dated 8/9/2014 marked as (Exhibit RE4) and in this letter the claimant had

indicated that Law development center required a lot of concentration. Counsel contended that the claimant was granted the study leave vide (Exhibit RE5) and the claimant letter dated 19/9/2014 in response to RE5 was in appreciation of the school administration. She also noted that he had also expressed interest to work with the school in the future. She argued that one could not approbate and reprobate and therefore the study leave that was granted was not in breach of the contract.

RESOLUTION:

The claimant entered into a contract of service as a full time Grade V teacher. His contract was still subsisting when he requested for leave to go and study (see RE4). He admitted RE4 which was his letter of request, but testified that the request was for relief from some of his duties and not for study leave. The response to the letter that granted him unpaid study leave, RE6 expressed appreciation of the school administration for the opportunities he had received to enable him achieve his legal profession. He also undertook to work with the school in the future.

A close look at RE5 which was the head teacher's response to the claimant's request for leave showed that his request had been denied because of among other reasons, that his course would require him to be away on a full time basis. The head teacher in the alternative granted the claimant unpaid study leave. Counsel for the claimant had submitted that study leave was not one of the terms of the claimant's contract neither was it provided for in the Respondents policy. We therefore found no basis for this claim. This issue is therefore decided in the negative

2. Whether the respondents head teacher unlawfully/unfairly terminated the claimant's employment status

Counsel for the claimant argued that a termination could be either actual or constructive. She submitted that there was no express or written termination notice issued against the claimant but he had been constructively dismissed. She cited the definition of constructive dismissal as provided in the black's law dictionary 9th edition to mean a termination brought about by the employer making the employee's working conditions so intolerable, that the employee feels compelled to leave . She also cited **MARIA LIGAGA VERSUS COCA COLA EAST AFRICA AND CENTRAL AFRICE LIMITED CAUSE 611(N) 2009 (**unreported) which set out the ingredients of constructive dismissal as follows;

a) That the employer must be in breach of contract of employment,
b) The breach must be fundamental as to be considered a repudiatory breach.
c) The employee must not delay in resigning after the breach has taken place.

According to counsel the respondents breached the claimant's contract and ordered him to clear with the school authorities, stopped paying him all his entitlements under the contract and ordered him to vacate the house to enable another person to replace him. She cited **NYAKABWA ABWOLI VS SECURITY 2000** in which the employees tools of work had been withdrawn to render him jobless **and** the Canadian case of **POTTER VS NEW BRUNSWICK LEGAL AID SERVICES COMMISSSION 2015 SCC 10(2015) I S.C.R. 50** in which it was held that constructive dismissal does not require a formal termination but unilateral act by the employer to substantially change the contract of employment. According to Counsel the respondents had changed the terms of the claimant's contract when he was forcefully granted leave which was not provided for in his contract of service.

In reply Counsel for the respondent submitted that the there was no express or written termination notice issued against the claimant by the respondent's and this had not been disputed by the claimants. Counsel asserted that the respondents had not terminated the claimant. Citing the court of Appeal case of **COCA COLA & CENTRAL AFRICA LIMITED VS MARIA KAGAI LIGAGA (COURT OF APPEAL CIVIL APPEAL NO. 20 OF 2012)**, in which the Court of Appeal of Kenya cited with approval the dicta of **LORD DENNING MR** in **WESTERN EXCAVATING(ECC) LTD VS SHARP (1978) ICR 222 OR [1978] QB 761** as follows;

" if the employer is guilty of conduct which is a significant breach going to the root of the contract or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract then the employee is entitled to treat himself as discharged from any further performance. If he does so then he terminates the contract by reason of the employers conduct.

He is constructively dismissed. The employee is entitled in those circumstances to leave at the instant without giving any notice at all or alternatively, he may give notice and say that he is leaving at the end of the notice. But the conduct must in either case be sufficiently serious to entitle him to leave at once…"

To disprove the claimants assertion counsel also relied on the criteria for determining constructive dismissal as laid down in **COCA COLA & CENTRAL AFRICA LIMITED (**supra**)** as follows;

a) ***What are the fundamental or essential terms of the contract of employment?***
b) ***Is there a repudiatory breach of the fundamental terms of the contract through conduct of the employer?***

c) ***The conduct of the employer must be a fundamental or significant breach going to the root of the contract of employment or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract.***
d) ***An objective test to be applied in evaluating the employers conduct***
e) ***There must be causal link between the employers conduct and the reason for the employee terminating the contract i.e. causation must be proved***
f) ***An employee may leave with or without notice so long as the employer's conduct is the effective reason for termination.***
g) ***The employee must not have accepted waived acquiesced or conducted himself to be estopped from asserting repudiatory breach; the employee must within a reasonable time terminate the employment relationship pursuant to the breach.***
h) ***The burden to prove repudiatory breach or constructive dismissal is on the employee***
i) ***Facts giving rise to repudiatory breach or constructive dismissal are varied.***

She concluded that the cause of action in constructive dismissal was that the claimant had to prove that the employer conducted himself so unreasonably that he was forced to leave.

She insisted that in this case the claimant had initiated the request for study leave and the respondent well aware of the circumstance surrounding the Post Graduate Bar course at the law development centre and in a bid to support the claimant, granted him 1 years unpaid study leave. She argued that the claimant had acquiesced to the terms of the leave when he replied to the letter without

protestation. It was her submission that because of the acquiescence the claimant could not succeed on a claim of constructive dismissal. Counsel considered this claim as an afterthought and an abuse of court process.

She distinguished NYAKABWA (supra) with the instant case stated that it did not apply to the facts of this case. She noted that whereas in the case of Nyakabwa the tools of service had been withdrawn from the employee to render him jobless, in the instant case the employee was humbly requested to temporarily hand over the company property until the end of the 1 year study leave and this was to facilitate continuous office operations during the absence of the claimant and was not a termination as was claimed.

RESOLUTION

In resolving issue one we already established that the respondents had not breached the claimant's contract of service by granting the claimant leave.

The claimant lodged a claim for constructive dismissal in this court on the 20/07/2016, which was 1 year and 9 months after his request for relief from some of his duties was denied. We found no evidence to support his argument that the respondent had behaved in such a manner as to warrant his constructive dismissal. The claimant did not show how the respondents behavior met the criteria for determining constructive dismissal as laid down in the classic case of **WESTERN EXCAVATING (ECC) LTD VS SHARP (1978) ICR 222OR [1978] QB 761 (supra)** cited with approval in the Kenyan case of **COCA COLA & CENTRAL AFRICA LIMITED VS MARIA KAGAI LIGAGA (COURT OF APPEAL CIVIL APPEAL NO. 20 OF 2012) (supra)** and Section 65 (c) of the Employment Act, which provides that termination shall be deemed to take place

"(c) Where the contract of service is ended by the employee with or without notice, as a consequence of unreasonable conduct on the part of the employer towards the employee…"

From the record it is clear that the respondent's primary business was the provision of education services which required full time teachers, for which the claimant had been contracted. By requesting for relief from some of his duties we think that the claimant on his own volition was requesting to vary the terms of his contract which the respondent refused to do. The respondent in our view could have decided to dismiss him at that point but instead they offered him unpaid study leave. We do not see how the granting of this leave and the directives to the claimant to hand over instruments of an office he had voluntarily requested to relinquish amounted to a reason for constructive dismissal. We think that the he should have foreseen that a reduction in responsibilities/ or duties as he had requested, would inversely lead to a reduction in the attendant privileges such as the housing and other allowances. In the same vain the respondent had to find a replacement to do the duties that had been relinquished.

We think it would be unreasonable in the circumstances to expect that the respondent would reduce the claimant's duties but maintain his remuneration at the same rate and attendant privileges.

We believe that the claimant's had accepted the leave terms when he replied in appreciation and by so doing he had accepted the denial in good faith. It is our considered opinion therefore that he was estopped from claiming constructive dismissal. We are inclined to agree with counsel for the respondents that this claim having been lodged in 2016, 1 year and 9 months later, was an afterthought and therefore unsustainable. We find therefore that the claimant was not unlawfully terminated .This issue is determined in the negative.

3. Whether the respondent unlawfully refused to pay the claimant salaries, allowances, NSSF, SACCO saving scheme and his entitlement and benefit under the contract of service?

It was submitted for the claimant that after the respondent terminated him, they refused to pay him his salary, food basket of 80,000/-, bursars off 60,000/-. Electricity 10,000/- housing as warden which was approximately 100,000/=, 10,000- as disciplinary= committee sitting allowances, NSSF of 30,000/- per month medical, breakfast and lunch of 10,000/- and SACCO welfare of 1,000,000/=. According to Counsel Section 43(b) of the Employment Act provides that an employee is entitled to payment of wages and other remuneration on termination therefore court should order the respondent to pay the sums mentioned.

In reply counsel refuted this claim on the grounds that the claimant had ceased to be employed therefore was not earning anything. She however argued that the claimant had never been denied access to the SACCO and this was not disputed by the claimant. She relied on AKELLO BEATRICE OCITI VS A.G HCCS No 19/2011, where court held that an employee forfeited all rights and privileges if they abandoned from the date of abandonment. She prayed this issue is decided in the negative.

RESOLUTION

Section 2 of the Employment Act 2006 defines **"a contract of service"** to mean *any contract whether oral or in writing, whether express or implied , where a person agrees in return for remuneration, to work for an employer and includes a contract of apprenticeship.* It was not disputed that the claimant took the unpaid study leave, therefore he did not work for that period. In essence the employment

contract had been suspended. Section 43(b) of the Employment Act 2006, that Counsel for the claimant referred to does not exist.

However according to Section 41 of the Employment Act, the claimant would only be entitled to payment of wages for work undertaken for the respondent. It was not disputed that the claimant was not working for the respondents by the time he filed this claim therefore we find the claim untenable. It is denied.

4. Whether the claimant absconded from duty as he never communicated completion of his studies or resumed work?

Counsel submitted that the claimant never absconded because the respondent had directed him to clear with the school Authorities and vacate the house without being given an alternative, thereby constructively dismissing him. She further argued that absconding could not occur after termination and therefore court should find so.

In reply counsel further cited *AKELLO BEATRICE* (supra) to insist that the claimant had never been terminated but he was granted Study leave effective 1/10/2014 to 30/09/2015 and when the leave expired the claimant never reported back for duty in contravention with his terms and conditions of employment. The respondent deemed his failure to report as abandonment and therefore he was not entitled to remuneration.

We have already decided that the claimant was not terminated because he accepted the terms of the unpaid leave. We also found no record that after completing his studies he had returned to work as had been suggested in the RE5 that granted him the leave. In the absence of evidence to the contrary, his failure to report left no doubt in our minds that he had ceased to be interested in the job. We however do not agree with the argument that he had absconded from work, because by

accepting the unpaid leave he had accepted to suspend his contract of service with the respondent and only reinstate it on return. Absconding only occurs where a contract of service subsists and the employee absents him or herself for more than 3 days without justifiable reason. We are inclined to believe that he had abandoned the work.

5. Whether the respondent school is liable to pay claimants salary loan obligations acquired during the time of service.

It was submitted for the claimant that he had acquired several salary loans including 2,000,000/- from a money lender at 19% interest, 1,000,000/- from an individual and 4,000,000/=at 20% interest and on default at 50% interest payable within 2 years. It was counsel's submission that the claimant had failed to meet the loan repayment obligations as a result of his termination. According to counsel the respondent had recommended the claimant to get some of the loans and they had not denied it throughout the proceedings. She therefore prayed that the respondent is ordered to pay all the outstanding loan obligations ON UGX. 9,000,000/=. She relied on **FOREST AUTHORITY VS SAM KIWANUKA CA No.005/2009.**

In reply counsel distinguished **FOREST AUTHORITY** (supra) from the instant case by stating that whereas in that case there had been wrong doing on the part of the employer in the instant case the claimant had entered into harsh loan agreements on his own volition and his failure to pay should not be visited on the respondents who were not a party to them. She referred court to **HAMWE INVESTMENTS LIMITED VS BABUGUMIRA ANDREW AHABWE HCCS 24/201** and **MAKULA INTERNATIONAL LT VS HIS EMMINENCE CARDINAL EMMMANUEL NSUBUGA & ANOR [1982] HCB, 11** where it was held that Court should not sanction what was illegal and an illegality once brought the attention of court overrides all questions of pleadings including any

admissions made. She insisted that the claimant's loan obligations were his sole responsibility which should not be shifted to the respondent because he granted him leave.

RESOLUTION

This court has held in many cases that an employer would be liable to pay the outstanding loan obligations of an employee who had been unlawfully terminated. However for the employee to succeed he or she had to prove that the loan had been recommended by the employer and its repayment was premised on receipt of his or her salary.

In the instant case, we found that the claimant had not been unlawfully terminated and there was no evidence to indicate that the respondents had recommended him to take up the loans in issue. We found therefore that the respondents were not liable to pay the claimants outstanding loan obligations. This prayer is therefore denied.

CONCLUSION

In conclusion, having found that the claimant had been lawfully terminated he was not entitled to any of the remedies sought. This claim therefore fails. No order as to costs is made.

Delivered and signed by

1.THE HON. CHIEF JUDGE, ASAPH RUHINDA NTENGYE ….

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2.THE HON. JUDGE, LINDA LILLIAN TUMUSIIME MUGISHA ..

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PANELISTS

1. MS. ROSE GIDONGO

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2. MR. ANTHONY WANYAMA

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3. MR. RWOMUSHANA

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DATE 1/DEC/2017