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THE REPUBLIC OF UGANDA  
IN THE SUPREME COURT OF UGANDA AT KAMPALA

(CORAM: MWONDHA, TIBATEMWA-EKIRIKUBINZA, TUHAISE,  
CHIBITA AND MUSOKE JJ.SC)

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CIVIL APPEAL NO. 13 OF 2022.

BETWEEN

15 UGANDA POST LIMITED :::::::::::::::::::::::::::::: APPELLANT

AND

CONSOLATE MUKADISI :::::::::::::::::::::::::::::: RESPONDENT

20 *[An appeal from the decision of the Court of Appeal at Kampala  
before: (Hon. Justices: Cheborion Barishaki, Stephen Musota and  
Christopher Madrama, JJA) in Civil Appeal No.251 of 2018 dated 10<sup>th</sup>  
March 2022.]*

25 **Representation:** *The Appellant company was represented by  
Counsel Nasser Lumweno.*

*The Respondent was represented by Counsel Kagere Yusuf.*

**Case Summary: Employment law** - Unlawful termination of  
employment contract.

30 **Employment law** - General damages and *payment in lieu of notice*  
serve different purposes.

**Unlawful termination of employment** – A wronged party can claim  
both *payment in lieu of notice* and compensatory damages. The  
compensatory damages can be in form of general or aggravated  
damages.

5 **JUDGMENT OF PROF. TIBATEMWA-EKIRIKUBINZA, JSC.**

**Facts:**

The respondent was appointed by the Appellant company on probation as Head of Human Resource and Administration. Following the satisfactory completion of her probation, the respondent was confirmed as the appellant's employee in the position of Head of Human Resource for a period of 4 years commencing on 20th July, 2009. She was issued with an appointment letter as well as a copy of the terms and conditions of service.

On the 17th of August, 2011, the appellant by letter instructed the respondent to take forced leave to pave way for investigations into allegations of discrimination at work, use of unacceptable language and professional misconduct which was made against her by one Acham Christine-a former employee of the appellant.

Following the letter of 17th August, 2011, an email was circulated to the rest of the company staff stating that the respondent had been sent on leave. On 18th August, 2011, the respondent protested the contents of the letter and following her protest, the decision to send her on forced leave and all earlier communications were withdrawn. On 31st August, 2011, the respondent received an invitation to attend the appellant's Board Meeting which was to be held on 2nd September, 2011 to defend herself against the allegations.

Following the Board meeting, the appellant terminated the respondent's employment with immediate effect. The respondent contended that her contract of employment with the appellant was unlawfully terminated, the decision having been based on unfounded allegations made against her by Acham Christine and that the hearing conducted by the Board of Directors of the appellant company contravened the rules of natural justice and tainted the decision of the Board.

The appellant denied the claims and asserted that the termination of the respondent's employment was proper and in accordance with its terms and conditions of service. Furthermore, that the respondent



5 had engaged in acts of insubordination, indiscipline and had used insulting language against Acham Christine which conduct was not befitting of a person in the position of Head Human Resources and Administration of the said company.

At the High Court, judgment was entered in favor of the respondent.  
10 Dissatisfied with the trial court's decision and orders, the appellant appealed to the Court of Appeal.

The Court of Appeal found that the respondent was entitled to fair and reasonable treatment by the appellant. In his lead judgment, Cheborion Barishaki, JA held that: *"The learned trial Judge justified his reasons for awarding a sum of 150,000,000/= (One Hundred and Fifty Million) as resulting from the appellant's unfair and unlawful act in terminating the respondent. It is my considered view that in awarding general damages, the learned trial Judge exercised his discretion judiciously and I find no reason to interfere with the award of general damages of 150,000,000/= given to the respondent."*  
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The Court of Appeal dismissed the appeal and upheld the judgment as well as the orders of the trial Judge. The costs in both courts were awarded to the respondent.

Dissatisfied with the Court of Appeal decision, the appellant company  
25 lodged an appeal in this Court on the following ground:

**The Learned Trial Judge erred in Law and fact when he awarded the Respondent shs. 150,000,000 / = (shilling One Hundred Fifty Million) as general damages which was manifestly excessive in the circumstances and amounted to an illegality.**

30 **Prayers:**

(i) The Appeal be allowed.

(ii) The decision of the Court of Appeal be reversed.

(iii) The Appellant be granted the costs of this Appeal as well those in the lower Courts.

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5 **Appellant's submissions**

The Appellant submitted that the general damages award of Ug. Shs. 150,000,000/= is manifestly excessive warranting the intervention of this Honourable court.

10 Counsel argued that, the Respondent misled the trial judge into believing that salary for the unexpired term of the contract, gratuity for the unexpired term of 23 months, other allowances and entitlements for the unexpired term of contract such as airtime, medical allowance, lunch subsidy should be taken into account when  
15 awarding her general damages for unlawful dismissal.

The Appellant's counsel submitted that the Respondent used a wrong principle in guiding the trial judge to assess the quantum of damages. That it was as a result of this error that the trial judge  
20 awarded a hefty sum of Shs. 150,000,000/= as general damages to the Respondent. Furthermore, that the Justices of the Court of Appeal were also misled by the above mentioned assessment and upheld the above decision of the trial judge.

25 In support of the above submission, counsel referred to the decision of this Court in **Bank of Uganda v Betty Tinkamanyire**<sup>1</sup> which states the law regarding the award of damages to an employee for the termination of an employment contract. In that case, Kanyeihamba JSC (as he then was) who wrote the lead judgment observed at page  
30 7 lines 4-15 that:

*"The contention that an employee whose contract of employment is terminated prematurely or illegally should be compensated for the remainder of the years or period when they would have retired is unattainable in Law. Similarly, claims of holidays, leave, lunch  
35 allowances and the like which the unlawfully dismissed employee would have enjoyed had the dismissal not occurred are merely speculative and cannot be justified in Law.*

*I would confine the compensation for the unlawful dismissal of the Appellant to the monetary value of the period that was necessary to  
40 give proper notice of termination which is commonly known in law as compensation in lieu of notice.*

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<sup>1</sup> Supreme Court Civil Appeal Number 12 of 2007



5    *The principles established by this Court in Barclays Bank of Uganda v Godfrey Mubiru (supra) remain good law that governs the relationship between an employer and employees with regard to termination of the latter's employment."*

10   According to counsel, application of the principle in the above authority meant that the Respondent was entitled to damages equivalent to one month's salary which was Ushs. 6,050,000/-.

### **Respondent's reply**

15   The Respondent's counsel argued that the trial judge was never misguided on the principles that are supposed to be considered while awarding general damages. That the Court of Appeal held, *inter alia*, on page 10 of the judgment that: the learned trial judge justified his reasons for awarding a sum of UGX 150,000,000/= (One  
20   Hundred and Fifty Million). This stemmed from the Appellant's actions of unfairly and unlawfully terminating the respondent's employment. Furthermore, that the Court of Appeal held that in awarding general damages, the learned trial judge exercised his discretion judiciously and there was no reason to interfere with the  
25   award of general damages.

In conclusion, counsel submitted that the learned Justices of the Court of Appeal properly evaluated the evidence on record, the circumstances of the case, the relevant authorities and principles of the law regarding award of general damages and it was on the said  
30   basis that the Court of Appeal upheld the decision of the trial judge of awarding the respondent UGX 150,000,000/= (Shillings One Hundred Fifty Million only).

Counsel therefore prayed for the Appeal to be dismissed with costs  
35   to the Respondent.

### **Rejoinder**

In rejoinder, the Appellant submitted that the Court of Appeal considered the principles governing the award of general  
40   damages generally instead of addressing the principles governing

5 the award of damages in employment matters which said principles  
have been settled by this Court in the case of **Bank of Uganda v**  
**Betty Tinkamanyire (supra)** thereby erring in law and awarding  
damages of Ushs. 150,000,000/= (Shillings One Hundred Fifty  
Million Only) which were manifestly excessive in the circumstances  
10 and amounted to an illegality.

Furthermore, counsel submitted that the Court of Appeal is bound  
by the Supreme Court decision of **Betty Tinkamanyire**. That  
consequently, in declining to follow the principles governing the  
15 award of damages in employment matters set out in the said case,  
the Court of Appeal had erred in law.

Counsel argued that even if the principles governing the award of  
damages in employment matters were as the Court of Appeal stated,  
20 there was no justification for an increase of general damages from  
Ug. Shs. 6,050,000/= to Ug. Shs. 150,000,000/=.

### **Court's consideration**

The essence of the Appellant's arguments is that the award of general  
25 damages in cases of unlawful dismissal from employment should be  
restricted to the amount payable in lieu of notice stipulated in the  
employment contract. That any payment beyond this would be  
excessive and illegal.

I however note that in their submissions, the Appellant seems to blur  
30 the difference between damages awarded for wrongs suffered as a  
result of the unlawful termination of employment – general damages  
- on the one hand, and compensation for failure by the employer to  
give the employee notice as stipulated in the contract of employment,  
on the other hand.

35 Consequently, whereas the sole ground of appeal is against the  
quantum of general damages awarded by the Trial Court and upheld  
by the Court of Appeal, the submissions elucidating the ground talk  
about the Respondent's claims for salary for the unexpired term of  
the contract, gratuity for the unexpired term of 23 months, other  
40 allowances and entitlements for the unexpired term of contract such



5 as airtime, medical allowance, lunch subsidy which should be taken  
into account when awarding her general damages for unlawful  
dismissal. The appellant argued that it is this that misguided court  
in arriving at a wrong quantum of general damages. I must point out  
however that the claims being referred to in the argument of the  
10 Appellant are only relevant to an interrogation of what is justifiable  
as a compensatory award for the termination of an employment  
contract without notice.

The issues to be determined in this appeal are therefore as follows:  
where it is proved that an employee's contract was unlawfully  
15 terminated,

1. What principles are relevant to a determination of damages for  
termination of employment before expiry of contract, without  
notice?
2. What principles are relevant to a determination of general  
20 damages?

The answer to issue 1 above is found in the judgment of Mulenga  
JSC (as he then was), who while agreeing with the Court of Appeal  
held in **Gullabhai Ushillani v Kampala Pharmaceutical Limited**<sup>2</sup>  
25 held that:

**In deciding that issue (of damages), the Court of Appeal appreciated that the employment in the instant case, was for a fixed period. The Court made a distinction between a contract which makes no provision for termination prior to expiry of the fixed period, and one in which there is a provision enabling either party to terminate the employment. The learned Justices stated the law to be that in the event of wrongful termination by the employer, the employee in the former contract would be entitled to recover as damages, the equivalent of remuneration for the balance of the contract period, whereas in the latter case the wronged employee would be entitled to recover as damages, the equivalent of remuneration for the period stipulated in the**

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<sup>2</sup> SCCA NO.6 of 1998.

5 contract for notice. I respectfully agree that this is the correct  
statement of the law. I would add that it is premised on the  
principle of *restitutio in integrum*. Damages are intended to  
10 restore the wronged party into the position he would have been  
in if there had been no breach of contract. Thus, in the case of  
employment for a fixed period which is not terminable, if there  
is no wrongful termination, the employee would serve the full  
period and receive the full remuneration for it. And in the case  
of the contract terminable on notice, if the termination  
15 provision is complied with, the employee would serve the  
stipulated notice period and receive remuneration for that  
period, or would be paid in lieu of the notice. (My emphasis)

The above position of law was subsequently reiterated in this Court's  
decision of **Bank of Uganda v Betty Tinkamanyire (Supra)**. In that  
case, the appellant faulted the Court of Appeal for, *inter alia*,  
20 upholding the award of damages to the respondent for wrongful  
dismissal which exceeded the three months' salary in lieu of notice  
as well as the upholding of the award of the respondent's salary for  
the remaining period of her service. In addressing these grounds of  
appeal, this Court as expressed in the judgment of Kanyeihamba,  
25 JSC held that:

**"... compensation for the unlawful dismissal of the appellant was  
to be confined to the monetary value of the period that was  
necessary to give proper notice of termination which is  
commonly known in law as compensation in lieu of notice."**

30 Thus, the Court in the **Betty Tinkamanyire decision** set aside the  
Court of Appeal's decision which upheld the award of Ushs.  
30,000,000/= as general damages for wrongful dismissal which had  
exceeded the notice period the respondent was contractually entitled  
to. This decision was in line with the earlier cases of **Barclays Bank**  
35 **of Uganda v Godfrey Mubiru**<sup>3</sup> and **Ahmed Ibrahim Bholm v Car &  
General Limited**<sup>4</sup>

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<sup>3</sup> SCCA No.1 of 1998.

<sup>4</sup> SCCA No.12 of 2002



5 In all the above cases, this Court has been consistent in applying the principle in respect of compensatory damages following unlawful termination: that the *compensation should be restricted to the contractual notice period or if there is none in the contract, reasonable notice depending on the circumstances of each case*. The  
10 compensatory award is limited to reimbursing the employee for the employer's failure to give proper notice of termination of their employment.

In the matter before us, the employment was for a fixed period- four years. Paragraph 12(b) of the contract specifically stipulated that:  
15 "After confirmation, the appointment may be terminated by either party giving one month's notice or by payment of an equivalent of one month's salary." The contract made provision for termination of the employment prior to expiry of the fixed period.

According to the above authorities, a wronged employee was entitled  
20 to recover as compensation, the equivalent of remuneration for the period stipulated in the contract for notice.

The question which follows is: whether, in the present appeal, the lower courts followed the said principle in exercising the discretion to award compensation damages. The Appellant argued that the  
25 Respondent's plaint misguided the trial Court by including claims beyond the direct pecuniary benefit/salary stipulated in the contract which the respondent was entitled to receive upon termination of her employment contract. The particular claims highlighted by the Appellant's counsel which misguided court were:

- 30 (i) Salary for the unexpired term of the contract from September 2011-July 2013 i.e. 23 months at the rate of Ushs. 6,050,000/= per month at a total sum of Ushs. 139,150,000/=.
- (ii) Gratuity for the unexpired term of 23 months at 20% of Shs. 139,150,000/=.
- 35 (iii) Other allowances and entitlement for the unexpired term of the contract i.e. airtime of Shs. 100,000/= per month for 23 months (Shs. 2,300,000/=); medical allowance at 50,000/=

5 per month for the unexpired period of 23 months (shs. 1,150,000/=); lunch subsidy of 5,000/= per day for 23 days a month for 23 months (shs. 2,645,000/=).

All the above claims amounted to a total of Ug. Shs. 190,799,333/=.

At the Trial Court, the Judge considered the claims under issue three  
10 which was framed as follows: *What remedies are available to the parties?*

The Trial Judge considered each of the above claims one by one. Regarding the claim for salary for unexpired term of contract, the Judge held as follows:

15 “... the plaintiff’s contract of service was for a period of 4 years [which] had commenced on 20<sup>th</sup> July 2009. It is the case that the plaintiff’s contract of service was terminated on 3<sup>rd</sup> September 2011. In effect therefore, there is a period of about 23 months remaining on her contract.

20 In this matter, I will follow the decision of the Supreme Court in the case of **Bank of Uganda v Betty Tinkamanyire SCCA No.12 of 2007** to hold that the Plaintiff is not entitled to claim the salary or any emoluments for the unexpired term of her contract. I will consider the monetary value of one-month notice period that she was entitled to in  
25 lieu of notice.

I note that the one month’s termination notice has been considered as part of the terminal benefits that are payable to the Plaintiff.” (My emphasis)

It is clear from the Trial Court’s holding above that the Judge followed  
30 the principles laid down in the already discussed authorities which are to the effect that an employee’s compensation following unlawful termination is restricted to the equivalent of the remuneration for the period of notice stipulated in the employment contract and does not include compensation for the remaining or unexpired term of the  
35 contract.



5 I therefore find that even though the Respondent's complaint included compensatory claims for the unexpired term of the contract, the Judge applied the correct principles of law and declined to award the same. The Judge was not misguided by the claims for the unexpired term of the contract. A notice period of one month was required for  
10 the Appellant as an employer to terminate a contract. A 'payment in lieu of notice' became immediately payable as compensation at an amount equal to what the Respondent would have earned as salary by working through the whole notice period. It is this that the trial judge awarded to the Respondent.

15 But this could not, and did not prevent the trial judge from considering the claim for general damages as an independent award as will be explained below.

### Issue 2

20 The Appellant faulted the quantum of general damages assessed by the Trial Court and upheld by the Court of Appeal. I will now answer the question: where it is proved that an employee's contract was unlawfully terminated, what principles are relevant to a determination of general damages?

In arriving at the quantum, the Trial Judge held as follows:

25 *"The plaintiff averred in her pleadings that because of the defendant's unlawful termination, such actions have caused her mental anguish, stress and contempt from fellow employees and contemporaries. In **Bank of Uganda v Betty Tinkamanyire SCCA No.12 of 2007**, court held that: '... the reasoning of the Court of Appeal in Agbettah v  
30 Ghana Cocoa Marketing Board (1984-86) GLRD 16 should be followed so that the courts were able to award damages which reflected the courts disapproval of a wrongful dismissal and the sum was not confined to an amount equivalent to the worker's wages."*

35 *In this respect, it is my finding that the defendant willfully violated the employee's terms and conditions of service in the manner that the disciplinary proceedings and hearings were instituted, conducted and determined to the prejudice of the plaintiff, that occasioned*

5 inconvenience and humiliation to her before her family, friends, colleagues and professional circles.

Taking that into account, and the fact that the plaintiff had worked with the defendant for a period of two years, an award of UGX 150,000,000 (one hundred and fifty million), would be sufficient as  
10 general damages.”

In upholding the above quantum of general damages, the Court of Appeal held that:

“It is a settled proposition of law that while assessing general damages, the Court considers the nature of harm, the value of the  
15 subject matter and the economic inconvenience that the injured party may have been put through. [See Uganda Commercial Bank V Deo Kigozi (2002) 1 EA 305 and Kibimba Rice Ltd v Umar Salim, SCCA No.17 of 1992].

20 The Record of appeal indicates that the Respondent had been hired as the Head Human Resource and Administration Manager for the appellant Company for a contract of 4 years commencing from 20th day of July, 2009 to 3rd September, 2011, when the contract was terminated. The evidence on record shows that the respondent's  
25 termination of employment was unlawful. The learned trial Judge discussed the instances where the appellant failed to institute, conduct and resolve the matter in accordance with the tenets of a fair hearing under the following 5 heads; failure by the appellant to accord the respondent enough time to prepare her defence, the offence was not  
30 clearly set out in the provisions of the disciplinary code and its procedures, the appearance of the respondent before the board of the appellant that submitted to external influences and was eager to demonstrate its submission to the demands of the said forces, the omission or failure to refer the matter to the Disciplinary Committee of  
35 the appellant that was in place as the proper forum to resolve the matter, the Board of Directors acting as a disciplinary forum and participation of the Managing Director in the proceedings, discussion and decision.

40 The learned trial Judge justified his reasons for awarding a sum of



5    150,000,000/- (One Hundred and Fifty Million) as resulting from the  
appellant's unfair and unlawful act in terminating the respondent.

10    *It is my considered view that in awarding general damages, the  
learned trial Judge exercised his discretion judiciously and I find no  
reason to interfere with the award of general damages of  
150,000,000/= the respondent."*

15    General damages are the direct natural or probable consequence of  
the wrongful act complained of and include damages for pain,  
suffering, inconvenience and anticipated future loss.<sup>5</sup> General  
damages are monetary compensation for the non-monetary aspects  
of a wrong suffered by a plaintiff.

20    The basis for the award of general damages is the doctrine of *restitutio  
in integrum* which is supported by **Article 126 (2) (c)** of the  
**Constitution** which provides that in adjudicating cases, adequate  
compensation shall be awarded to victims of wrongs.

25    In computing the adequate compensation which a plaintiff may be  
awarded as general damages, the court exercises judicial discretion.  
The discretion is guided by factors such as the value of the subject  
matter and the economic inconvenience that a party may have been  
put through.<sup>6</sup>

30    I note that in arriving at the award of general damages, the Court of  
Appeal took into consideration the high handed manner in which the  
Respondent's employment was terminated as well as the procedural  
improprieties in the disciplinary action undertaken by the Appellant's  
Board of Directors. Having taken into account these factors, and the  
period of 2 years and 1 month the Respondent had served the  
Appellant company, the Court of Appeal found that the Trial Court  
had exercised its discretion judiciously and upheld the award of  
35    general damages in the sum of Ug. Shs. 150,000,000/=. It therefore  
cannot be said that the court acted upon a wrong principle of law nor

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<sup>5</sup> Storms vs. Hutchinson [1905] AC 515; Betty Kizito v David Kizito & 7 Ors (Civil Appeal No. 8 of 2018) [2019] UGSC 28 (19 September 2019)

<sup>6</sup> Kibimba Rice Limited vs. Umar Salim (SCCA No.17 of 1992).

5 can it be said that the amount was excessive and an entirely erroneous estimate of the damages to which the plaintiff is entitled.

An appellate Court will not interfere with an award of general damages by a lower court unless the court has acted upon a wrong principle of law or that the amount is so high or so low as to make it  
10 an entirely erroneous estimate of the damages to which the plaintiff is entitled.<sup>7</sup>

In the circumstances of the case before us, I find no reason to interfere with the award.

I also hasten to add that general damages on the one hand, and  
15 *payment in lieu of notice* on the other serve different purposes. General damages can be awarded in addition to the payment in lieu of notice given to an employee who has been unlawfully dismissed from employment.

Payment in *lieu of notice* is intended to compensate the wrongfully  
20 terminated employee for the employer's breach of contract in failing to give due notice of termination.

General damages are not tied to specific financial losses. General damages are assessed by the court and are not restricted to the salary or pecuniary benefit stipulated in the employment contract.

25 They are awarded to compensate the employee for non-economic harm or distress caused by the wrongful dismissal. These damages include compensation for emotional distress, mental anguish, damage to reputation and any other non-monetary harm suffered due to the dismissal.

30 I note that the Respondent at paragraph 10 of her plaint averred that, *the defendant's* (appellant in this Court) *unlawful actions have caused her mental anguish, stress and contempt from former fellow employees and contemporaries for which she will seek to recover from the defendant.*

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<sup>7</sup> Robert Coussens vs. Attorney General SCCA No. 8 of 1999; Crown Beverages Ltd vs. Sendu Edward SCCA No.1 of 2005.



5 General damages were awarded as disapproval by the court of the  
high handed manner in which the Respondent's employment was  
terminated as well as the procedural improprieties in the disciplinary  
action undertaken by the Appellant's Board of Directors. The courts  
below made a finding that the manner in which the disciplinary  
10 proceedings and hearings were instituted and conducted occasioned  
inconvenience and humiliation to the Respondent before her family,  
friends, colleagues and professional circles.

The Appellant submitted that the effect/consequence of the decision  
15 of this Court in **Bank of Uganda v Betty Tinkamanyire (Supra)** - a  
decision which states the law regarding the award of damages to an  
employee for the termination of an employment contract - is that an  
employee cannot be awarded anything beyond payment in lieu of  
notice.

20 A careful reading of the **Betty Tinkamanyire** decision does not  
support the Appellant's argument. What the decision propounds is  
as follows:

- i. An employee who is dismissed unlawfully is not entitled to  
the amount of money they would have earned had they not  
25 been dismissed.
- ii. An employee who is dismissed without notice is entitled to  
payment of the monetary value of the period that was  
necessary to give proper notice of the termination which is  
commonly known in law as compensation in lieu of notice.
- 30 iii. Where an employee is dismissed in a manner that is  
abusive or unfair, they might have a claim for aggravated  
damages as compensation in addition to compensation in  
lieu of notice. Damages can be awarded as compensation  
for distress arising from the manner in which the defendant  
35 committed the wrong.

The decision did not propound anything to the effect that general  
damages cannot be paid to a wrongfully dismissed employee beyond  
what is due to them as payment in lieu of notice. As a matter of

5 fact, the Court awarded aggravated damages to the employee. In the words of Kanyeihamba JSC:

**The acts of the Appellant (employer) were not only unlawful but were degrading and callous. In my view, a good case has been shown for the respondent to be eligible for the award of aggravated damages.**

The same principle regarding damages beyond payment in lieu of notice had been enunciated earlier by the East African Court in **Obongo Vs Municipal Council of Kisumu**<sup>8</sup>, where court held that:

**It is well established that when damages are at large and a court is making a general award, it may take into account factors such as malice or arrogance on the part of the defendant and this is regarded as increasing the injury suffered by the plaintiff, as, for example, by causing him humiliation or distress. Damages enhanced on account of such aggravation are regarded as still being essentially compensatory in nature. On the other hand, exemplary damages are completely outside the field of compensation and although the benefit goes to the person who was wronged, their object is entirely punitive.**

Arising from my discussions above, I come to the conclusion that in some circumstances, in addition to payment of the contractually agreed upon amount in lieu of notice, courts can order the employer to pay damages to compensate for suffering arising out of the manner in which the termination of the contract was effected. A court exercises its discretion to determine whether to award general or aggravated damages.

Proceeding under **Article 132 (4) of the Constitution** which allows this Court to depart from its own judgments, I depart from this Court's earlier decision in **Stanbic Bank Uganda Limited vs. Deogratius Asimwe**<sup>9</sup> where it was held that *where an employee's*

<sup>8</sup> [1971] EA 91.

<sup>9</sup> SCCA No.18 of 2018.



5 contract is terminated unlawfully but the employer makes payment in lieu of notice in line with the contract of employment, no additional general damages can be awarded. And that payment in lieu of notice is precisely what general damages would address or atone if such compensation had not been paid to the employee.

10

### **Conclusion and orders**

Arising from the above analysis, I uphold the award of general damages in the sum of Ug. Shs. 150,000,000/=.

I would dismiss the appeal and award costs to the Respondent.

15 I would also award costs in the courts below to the Respondent.

Dated at Kampala this 29<sup>th</sup> day of November 2023.

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L. Tibatemwa  
.....  
**PROF. LILLIAN TIBATEMWA-EKIRIKUBINZA**  
**JUSTICE OF THE SUPREME COURT.**

25

*The judgment delivered as directed*

*Babji*

*29/11/2023*

**THE REPUBLIC OF UGANDA**  
**IN THE SUPREME COURT OF UGANDA TA KAMPALA**  
(Coram: Mwondha, Tibatemwa-Ekirikubinza, Tuhaise, Chibita, Musoke, JJ.SC)

**CIVIL APPEAL NO. 13 OF 2022**

**UGANDA POST LIMITED.....APPELLANT**

**VERSUS**

**CONSULATE MUKADISI.....RESPONDENT**

(An Appeal from the decision of the Court of Appeal at Kampala Civil Appeal No. 25 of 2018 dated 10<sup>th</sup> March 2022 before Cheborion Barishaki, Musota, Madrama, JJA)

**JUDGMENT OF MWONDHA, JSC.**

I have had the benefit of reading in draft the judgment of my learned sister Justice Lillian Tibatemwa-Ekirikubinza, JSC. I concur with the analysis and decision, that this appeal would fail.

I also concur with the orders proposed.

**Decision of the Court**

Since all the Justices on the Coram concur, the Appeal is dismissed with the orders proposed therein.

Dated at Kampala this 29<sup>th</sup> day of November 2023.

..........

**Mwondha**  
**Justice of the Supreme Court.**



**THE REPUBLIC OF UGANDA**  
**IN THE SUPREME COURT OF UGANDA AT KAMPALA**  
(CORAM: MWONDHA; TIBATEMWA-EKIRIKUBINZA; TUHAISE;  
CHIBITA; MUSOKE; JJSC)

**CIVIL APPEAL NO. 13 OF 2022**

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**VERSUS**

**CONSOLATE MUKADISI .....RESPONDENT**

*[Appeal arising from the decision of the Court of Appeal at Kampala before Hon. Justices  
Cheborion Barishaki, Stephen Musota and Christopher Madrama, JJA, in Civil Appeal No. 251  
of 2018, dated 10<sup>th</sup> March 2022]*

**JUDGMENT OF TUHAISE, JSC.**

I have had the benefit of reading in draft the Judgment prepared by my learned sister Hon. Prof. Justice Tibatemwa-Ekirikubinza, JSC.

I agree with her decision and conclusions that the appeal be dismissed with costs to the Respondent.

Dated at Kampala, this <sup>29<sup>th</sup></sup> day of <sup>November</sup>.....2023.



Percy Night Tuhaise

**Justice of the Supreme Court**

**THE REPUBLIC OF UGANDA**  
**IN THE SUPREME COURT OF UGANDA**  
**AT KAMPALA**

**(CORAM: MWONDHA; TIBATEMWA-EKIRIKUBINZA;  
TUHAISE; CHIBITA; MUSOKE; JJ.SC)**

**CIVIL APPEAL NO: 13 OF 2022**

**UGANDA POST LIMITED :::::::::::::::::::::::::::::::::: APPELLANT**  
**VERSUS**

**CONSOLATE MUKADISI :::::::::::::::::::::::::::::::::: RESPONDENT**

*[An appeal from the decision of the Court of Appeal at Kampala before: (Hon. Justices: Cheborion Barishaki, Stephen Musota and Christopher Madrama, JJA) in Civil Appeal No. 251 of 2018 dated 10<sup>th</sup> March, 2022]*

**JUDGMENT OF CHIBITA, JSC**

I have had the benefit of reading in draft the judgment prepared by my learned sister, Hon. Justice Lillian Tibatemwa-Ekirikubinza, JSC and I agree with her reasoning and her conclusion.

I also agree with the orders that she has proposed.

Dated at Kampala this .....<sup>29<sup>th</sup></sup> day of .....<sup>November</sup>.....2023



Hon. Justice Mike Chibita  
**JUSTICE OF THE SUPREME COURT**



**THE REPUBLIC OF UGANDA  
IN THE SUPREME COURT OF UGANDA AT KAMPALA  
CIVIL APPEAL NO. 013 OF 2022**

**UGANDA POST LIMITED:.....APPELLANT**

**VERSUS**

**CONSOLATE MUKADISI:.....RESPONDENT**

*(Appeal from the decision of the Court of Appeal (Cheborion, Musota and Madrama, JJA) in Civil Appeal No. 251 of 2018 dated 10<sup>th</sup> March, 2022)*

**CORAM: HON. LADY JUSTICE FAITH MWONDHA, JSC  
HON. LADY JUSTICE PROF. LILLIAN TIBATEMWA –  
EKIRIKUBINZA, JSC  
HON. LADY JUSTICE PERCY TUHAISE, JSC  
HON. MR. JUSTICE MIKE CHIBITA, JSC  
HON. LADY JUSTICE ELIZABETH MUSOKE, JSC**

**JUDGMENT OF ELIZABETH MUSOKE, JSC**

I have had the advantage of reading in draft the judgment of my learned sister Prof. Tibatemwa-Ekirikubinza, JSC and I concur with the analysis leading to her conclusion that the appeal be dismissed with costs, here and in the Courts below, to the respondent.

Dated at Kampala this 29<sup>th</sup> day of November 2023.



**Elizabeth Musoke**

Justice of the Supreme Court