

THE REPUBLIC OF UGANDA

THE CENTRE FOR ARBITRATION AND DISPUTE RESOLUTION  
(CADER)

CAD/ARB/No. 8 OF 2012

WILSKEN AGENCIES LTD ..... APPLICANT

V.

INTERNATIONAL RESCUE COMMITTEE, INC. (IRC) ..... RESPONDENT

RULING

The Respondent did not oppose this Application.

It was also agreed that each party would bear its own costs for this Application.

Both parties are agreed that the dispute revolves around interpretation of the contract in dispute.

The arbitration clause reads as follows,

**“10. Disputes**

*Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Uganda. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules widely used in Uganda. If there are more than two sets of commercial arbitration rules in such country, the arbitrator(s) mutually agreed to by the parties shall determine applicable arbitration rules. It is understood and agreed that each party to the arbitration will pay its pro rata share of expenses and fees of the arbitration incurred or approved by the arbitrator(s); and arbitration may proceed in the absence of any party if written notice (sic) the proceedings has been given to such party. It is further understood and agreed that each party shall bear its own attorney fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards **rendered by the arbitrator** shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this subsection shall be construed as precluding the bringing of an action for injunctive relief or other equitable relief. **The***

*arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement.”*

Taking into account the background to the dispute, I hereby nominate Jackie Nakalembe as the arbitrator in this matter.

Should Jackie Nakalembe decline the appointment, under **S.12(1) Arbitration and Conciliation Act, Cap.4 Laws of Uganda**, I then appoint Lydia Ochieng Obbo or Sarah Lubega. These two can only be approached in the sequential order listed.

**Dated at Kampala this 7<sup>th</sup> day of March 2012.**

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**Jimmy M Muyanja**  
**Executive Director, CADER.**