

**THE  
REPUBLIC  
OF  
UGANDA**

**IN THE  
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KAMPALA**

**CIVIL  
SUIT NO.  
750 OF  
1993**

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That this would cause irreparable damages to the applicant, I share that sentiment. At least the inconvenience which refusal to grant the will be greater temporary injunction will present to the plaintiff than that which the Respondent will suffer by the grant of the temporary injunction.

The Respondent was not served with the c/summons as required by r. 3 of 037 of the C.P.R. The applicant sought to dispense with such service for fear of immediate danger of his eviction, I considered the unique circumstances of this case, and agreed that service of the c/summons to the Respondent would present an immediate serious risk of eviction of the Applicant by the Respondent and this would seriously affect the students who are due to start the examinations tomorrow. Consequently I allowed the application to proceed exparte.

A11 in all I satisfied that this is a proper case in which temporary injunction should be granted to maintain the status quo until the main suit is heard and determined, The temporary injunction is therefore granted as prayed. The applicant is to bear the cost of this Application.



**G.M. OKELLO**

JUDGE

26/10/93.