

**THE REPUBLIC OF UGANDA**

**IN THE HIGH COURT OF UGANDA AT KAMPALA**

**CIVIL SUIT NO.463 OF 1996**

**RODNEY MUJUNI**

**(SUING BY HIS NEXT FRIEND MONICA MAKORO)..... PLAINTIFF**

**VERSUS**

**THE UGANDA LAND COMMISSION..... DEFENDANT**

**BEFORE: THE HON. MR. JUSTICE E.S. LUGAYIZI.**

**JUDGMENT**

The plaintiff (who is a minor) sued the defendant through his next friend Ms. Monica Makoro. Among other things, he sought a declaration that he is the rightful owner of land and developments comprised in Leasehold Register Volume 1632 Folio 22 Plot 59, Naguru Drive. The defendant who was apparently served with court process did not enter appearance. Consequently, the case was fixed for hearing; and it proceeded exparte.

The plaintiff called one witness, that is to say, Ms. Monica Makoro (PW1) who testified as follows. That the plaintiff is her son and he is 14 years old. Sometime in 1987 she applied for a lease on behalf of the plaintiff in respect of Plot 59 Naguru Drive. That plot is a commercial plot. the defendant granted the plaintiff an offer in respect of the plot which the plaintiff in turn accepted. Ms. Makoro paid the necessary service charges and later on a lease title was issued in favour of the plaintiff. The lease was for a duration of 5 years. However, the plaintiff did not develop the land during that period. This was because the Controlling Authority did not service the area with roads, etc. to facilitate development. At the end of the lease term therefore, the plaintiff applied for a renewal of the lease. The defendant granted it to him. It was for a further period of two years. During that period the plaintiff built a boy's quarters on the plot and he was preparing to develop it further when the lease expired. The plaintiff applied for its renewal, but

the defendant did not respond. Later on, the plaintiff discovered that the defendant had offered the said plot to one Cornelius Tamale Mukasa; and it was not willing to revisit that decision. Hence this suit.

It is quite clear that the plaintiff was granted a 5 year lease by the defendant in respect of the suit premises. That lease was registered in his favour on 28th July, 1987; and a copy of it is on record as “Exh. P2”. It is also clear that after the said lease expired it was renewed by the defendant on 3rd August 1992 for a further period of 2 years. The plaintiff produced “Exh.P3” to confirm that fact. However, what is not clear is the following,

1. Whether the defendant was justified in refusing to grant the plaintiff a second renewal of the lease?
2. The appropriate remedies.

Court will address the above two issues in turn. With regard to the first issue, the underlying question is whether the defendant had a good reason to refuse the plaintiff a second renewal of the lease? The evidence on record shows that at the time the plaintiff applied for a second renewal of the lease he had partly developed the suit premises by building a boy’s quarters on it. In essence that means that he had established for himself a more permanent interest in the Suit premises than he had before. The evidence further reveals that on receipt of the plaintiff’s application the defendant did not respond to it despite several reminders by the plaintiff. Instead, the defendant offered the suit premises to one Cornelius Tamale Mukasa under Exh.P7. Clearly, that shows that the defendant gave no reason for refusing to grant the plaintiff a second renewal of the lease. It is most likely it had no good reason to give him. For that reason Court is of the view that the defendant was not justified in refusing to grant the plaintiff a second renewal of the lease. The first issue is therefore answered in the negative.

With regard to the second issue, since the first issue has been resolved in the plaintiff’s favour, Court must grant him the remedies he prayed for in the plaint. Accordingly, judgment is hereby entered in favour of the plaintiff in the following terms.

- (a) the plaintiff is the rightful lessee of the suit premises;

(b) the lease offer that the defendant made to one Cornelius Tamale Mukasa under Exh.P7 is forthwith cancelled;

(c) the defendant is directed to grant an extension of the lease to the plaintiff; and

d) costs of this suit shall be borne by the defendant.

**E.S LUGAYIZI**

**JUDGE** \_\_\_\_\_

**23/04/2001**