

**THE REPUBLIC OF UGANDA**  
**IN THE HIGH COURT OF UGANDA AT KAMPALA**  
**LAND DIVISION**  
**CIVIL SUIT NO. 139 OF 2012**

**KAILASH MINE LIMITED:.....PLAINTIFF**

**VERSUS**

**B4S HIGHSTONE LIMITED :.....DEFENDANT**

**BEFORE:        THE HON. MR.JUSTICE BASHAIJA ANDREW**

**JUDGMENT:**

*KAILASH MINE LTD. (hereinafter referred to as the “plaintiff”) filed this suit against B4S HIGHSTONE LTD.(hereinafter referred to as the “defendant”) seeking an eviction order against the defendant from the land comprised in Kyaggwe Block 62 Plot 111(hereinafter referred to as the “suit land”); an order for accounts of the business carried out on the land since 1<sup>st</sup> January, 2008, till judgment; mesne profits; exemplary and general damages for trespass; interest at the commercial rate from the date of filing till payment in full; and costs of the suit.*

***Background:***

The plaintiff company was incorporated in Uganda on 19.05.2006 by three share holders namely; Vekariya Lalji, Vekariya Laxmilkant, and Hirani Dhiraji Harji, who are also the directors of the company. The directors mobilised funds and contributed equally for leasing of the suit land and starting of a stone crushing industry.

On 01.07.2006, the plaintiff company acquired a lease for 49 years from Paulo Wavamunno for the suit land comprised in Kyaggwe Block 62 Plot 111 land at Kiumi and Kanero. The plaintiff took possession of the suit land and began operating their business which entailed crushing stones and producing stone aggregates in the quantity of 350 tons per day with each ton going for a price of Ug.Shs. 40,000.

Sometime in 2008 when one of the directors Hirani Dhiraj Harji was away on business in South Sudan, he returned only to find that unknown to the plaintiff and without their consent or approval, the defendant had entered on the suit land and converted the plaintiff's business to its use which the defendant has continued running and operating to date. The plaintiff thus instituted this suit against the defendant claiming the reliefs outlined above.

The defendant denied the plaintiff's allegations and instead averred that the plaintiff company is insolvent and therefore has no locus to institute this

suit. To that end the defendant contended that it would raise a preliminary point of law on that point at the commencement of the trial. The defendant further prayed that the plaintiff's suit to be dismissed with costs.

The plaintiff was represented by Mr. Niwagaba Wilfred and Mr. Arinaitwe Peter of *M/s. Niwagaba & Mwebesa Advocates*. The defendant was represented by M/s. Wagabaza C.K Advocates who filed a written statement of defence but did not appear for trial despite service of the hearing notices upon them. The matter proceeded *ex parte* under **Order 9 r. 20(1) (a) of the Civil Procedure Rules**.

***Evidence:***

The plaintiff adduced evidence of four witnesses who filed sworn witness statements. **PW1**, Hirani Dhiraj aged 44 years and a resident of Old Kampala, stated that he is a director in the plaintiff company, which was incorporated on 19.05.2006 by three shareholders who are doubling as directors namely; Vekariya Lalji, Vekariya Laximilkant, and Hirani Dhiraji Harji. The three shareholders/directors pooled resources and contributed equally the funds for leasing the land comprised in Kyaggwe Block 62 Plot 111 land at Kiumi and Koneru, and for establishing a stone crushing industry valued at Ug.Shs. 500,000,000. The business started to run in

2006 producing aggregates in the quantity of 350 tons per day with each ton being sold at Ug.shs 40,000. That in 2008 while he was away on a business trip in South Sudan, he returned only to find the defendant in physical possession of the land and having converted the plant and machinery to its own use.

PW1 inquired from the defendant as to how it came to operate and run the business and whether it was paying anything to the plaintiff but he got no answers. PW1 then approached Paulo Wavamuno, the lessor of the suit land to establish as to whether he was responsible for the takeover of the land and business, but Paulo Wavamuno denied ever re-entering the land or authorising the defendant or anyone to take over the land, plant and machinery. PW1 then approached the Uganda Police and Local Authorities to help him to remove the defendant from the business and for the defendant to account to the plaintiff company, but he was advised to go to a civil court. PW1 prayed that the defendant be found liable for trespass and conversion, and that order for eviction be issued against the defendant. PW1 also prayed that the defendant be ordered to account for the proceeds from the business and pay them to the plaintiff from the date of wrongful conversion till payment in full, mesne profits, exemplary and general damages, interest thereon, and costs.

**PW2**; Valji Kerai aged 38 years a businessman a resident of Old Kampala stated that he knew the plaintiff company through his dealings with one of its directors Hirani Dhiraj Harji. That he used to purchase aggregate from the company's stone quarrying business situate in Kumi and Koneru at a price of Ug.shs.40,000 per ton. That one time when he had gone to purchase more aggregate from the plaintiff, he found that the operators were persons he had not seen before and who were unknown to him. That also the sign post at the quarry had been changed and it read B4S Highstone (U) Ltd instead of M/s. Kilash Mine Ltd which was there throughout the time he first dealt with the company. PW2 then tried to inquire from Hirani Dhiraji but that he was out of the country. That since then Hirani Dhiraji the director of the plaintiff has been trying to repossess the business which has been in the hands of the defendant to no avail.

**PW3**, Paulo Wavamuno aged 66 years old, a farmer and resident of Kiwumu village Ntonto Parish Kyampisi sub- county in the Mukono District testified that he is the owner of the land comprised in Kyaggwe Block 62 Plot 111 land at Kiumi and Koneru. That he leased the said land to the plaintiff company in July, 2006, and that the company established a stone crushing business thereon.

That sometime in 2008 one of the plaintiff's directors, Hirani Dhiraj Harji, whom he dealt with at the time of leasing the land approached him inquiring as to whether he was the one who had authorised the defendant to take over the plaintiff's business. That PW3 was also shocked to hear that because he had never dealt with the defendant or authorised it to take possession of the land or carry on any business in as far as the land in issue was concerned. To PW3, the defendant is a trespasser since PW3 only leased the land to M/s. Kailash Mines Ltd which has never sought his consent to transfer its interest to anyone including the defendant.

**PW4** Bunjo Ernest aged 48 years, LC1 Chairman of Natete village Ntonto Parish stated that he is the LC 1 Chairman of the village where the suit land and stone quarry are situated. That the said land was leased to the plaintiff company by Paulo Wavamuno and the plaintiff company established a stone quarry. That after about four years of operation, he was told by a one Laxmikant alias Laku that the operator had changed from M/s.Kailash Mine Ltd to M/s. B4s Highstone Ltd, but that later one of the directors of the plaintiff whom they knew and dealt with came to complain that the plaintiff company's business was converted illegally by the defendant.

PW4 stated further that the directors of M/s. B4S Highstone came to him to asking him sign documents on their behalf, but that he knew as a fact that it

was M/s. Kailash Ltd which leased the land since he had never authorised or participated in any transaction allowing the defendants to take possession of the land nor carry on any business on the suit land. As far as PW4 was concerned, the defendant is a trespasser on the land.

In the scheduling memorandum, the following issues were raised for determination;

- 1. *Whether the plaintiff is insolvent and therefore with no locus to sue.***
- 2. *Whether the defendant is a trespasser on the land comprised in Kyaggwe Block 62 Plot 111?***
- 3. *Whether the defendant has converted to its use the stone crushing machinery and equipment on the said land?***
- 4. *What remedies, if any, are available to the parties?***

Only Counsel for the plaintiff company filed written submissions to argue the case which I have considered in arriving at a decision. As earlier stated Counsel for the defendant company did not appear or file any defence on behalf of the defendant.

### ***Resolution of Issues:***

***Issue No. 1: Whether the plaintiff is insolvent and therefore with no locus to sue.***

Citing **Section 109 of the Evidence Act**, Counsel for the plaintiff submitted that he who alleges a particular fact has the burden of proving that allegations. That the defendant company alleged in its written statement of defence that the plaintiff company is insolvent with no locus to sue, but it did not attach anything to the defence to that effect. Further, that despite notification of the hearing and affidavits on service on court record, the defendant did not bother to attend and hence the defendant failed to prove the allegations of insolvency against the plaintiff company. Counsel invited court to hold that the plaintiff is not insolvent and therefore has capacity to sue.

I believe Counsel for the plaintiff erroneously cited **Section 109(supra)** in his submissions intending to show on whom the legal burden of proof lies where a party makes allegations of fact. The correct citation should have been **Section 101 (supra)** provides that;

***“(1) Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he or she asserts must prove that those facts exist.***



***(2) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.”***

**Section 102 (supra)** further provides that;

***“The burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side.”***

**Section 103 (supra)** provides that;

***“The burden of proof as to any particular fact lies on that person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person.”*** [Underlined for emphasis].

In the case of ***Dr.Vincent Karuhanga t/a friends Polyclinic vs. National Insurance Corporation & Uganda Revenue Authority, HCCS No.617 Of 2002 (2008)ULR 660 at 665***, cited with approval by the Court of Appeal in ***Takiya Kaswahili & A’ nor vs. Kajungu Denis, CACA No.85 of 2011***, it was held, inter alia, that;

***“...The general rule is that the burden of proof lies on the party who asserts the affirmative of the issue or question in dispute. When that party adduces evidence sufficient to raise a presumption that what he asserts is true, he is said to shift the burden of proof that is, his allegation is presumed to be true***

***unless his opponent adduces evidence to rebut the presumption.”***

In the instant case, even though the suit proceeded *ex parte*, the burden of proof still remained on the plaintiff which was required to prove its case on the balance of probabilities. See: ***Yoswa Kityo vs. Eriya Kaddu [1982] HCB 58.***

The defendant was served with summons and filed a written statement of defence. However, neither the defendant's representative nor its lawyer appeared in court for trial despite being duly served with the hearing notices. Nevertheless, looking at paragraph 5 of the written statement of defence, the particular allegations that the plaintiff company has no locus to institute this suit because it is insolvent were made by the defendant. In fact, the defendant put the plaintiff and court on notice that it would raise a preliminary point of law on the same issue. However, not a single document was attached to the defence from which to deduce the basis of the allegations of insolvency as alleged nor did the defendant appear to defend the case or provide evidence of the allegations in its pleadings.

The plaintiff for its part was required to deny the allegations, which they did and the burden thus shifted to the defendant to prove the allegations. In the absence of any evidence proving the allegations of insolvency of the

plaintiff, the defendant which wanted court to believe the same as true would stand to lose. Court has no basis for holding that the plaintiff company is insolvent and that it has no locus to sue in its name. Issue No.1 is answered in the negative.

***Issue No.2: Whether the defendant is a trespasser on the land comprised in Kyaggwe Block 62 Plot 111.***

In the case of *Justine E.M.N. Lutaya vs. Stirling Civil Engineering Company Ltd (supra)* Mulenga J.S.C. (R.I.P.) held as follows on trespass to land;

***“Needless to say, the tort of trespass to land is committed, not against the land, but against the person who is in actual or constructive possession of the land. At common law, the cardinal rule is that only a person in possession of the land has capacity to sue in trespass. Thus, the owner of an unencumbered land has such capacity to sue, but a landowner who grants a lease of his land, does not have the capacity to sue, because he parts with possession of the land. During the subsistence of the lease, it is the lessee in possession, who has the capacity to sue in respect of trespass to that land. An***

***exception is that where the trespass results in damage to the reversionary interest, the landowner would have the capacity to sue in respect of that damage. Where trespass is continuous, the person with the right to sue may, subject to the law on limitation of actions, exercise the right immediately after the trespass commences, or any time during its continuance or after it has ended. Similarly subject to the law on limitation of actions, a person who acquires a cause of action in respect of trespass to land may prosecute that cause of action after parting with possession of the land.” (Emphasis mine)***

It was submitted for the plaintiff that the element of illegal entry or unauthorised entry was proved by the testimony of PW1 the director of the plaintiff who stated that in 2008 while he was away on a business trip in South Sudan he returned only to find the defendant in occupation of the suit land. This is corroborated by evidence of PW2 and PW3 who all confirmed the fact that the defendant entered on the land and started operating the plaintiff's business. PW2 in particular stated that a new signpost in the name of the defendant was put up. PW4 the LC 1 chairman of the village where the suit land is located stated that the suit land was leased to the plaintiff who established a stone quarry and after about 4

years of operation, and that he was told by a one Laxmikant that the operator had changed from M/s. Kailash Mine Ltd to M/s. B4s Highstone Ltd but that later one of the directors of the plaintiff company came complaining to him that their business was converted illegally.

Counsel for the plaintiff weighed in on the testimonies of the witnesses and submitted that with the unchallenged facts, the question of trespass on the part of the defendant was duly proved by the plaintiff. Counsel cited *Justine E.M.N Lutaya vs. Sterling Civil Engineering Company Ltd (supra); Sheikh Mohammed Lubowa vs. Kitara Enterprises Ltd (1992) vs. KALR 126; Salmons Law of Torts 9<sup>th</sup> Edition at page 207*; all of which are authoritative on what constitutes the tort of trespass. Counsel invited court to hold that the defendant is a trespasser on the suit land.

Applying the principles of the law on trespass to facts of this case, it is clear that every unlawful entry by one person on land in possession of another is trespass for which an action lies even though no actual damage is done. A person trespasses upon land if he or she wrongfully sets foot on it, rides or drives over it or takes possession of it, or expels the person in possession or pulls down or destroys anything on it or in it. Thus the operative word in the tort of trespass to land is “unlawful”; which simply denotes that which is contrary to the law and for which the trespasser is ultimately liable.

There is unchallenged evidence of the plaintiff's witnesses that the plaintiff lost possession of the land and that the same is being occupied by the defendant which is utilising the plaintiff's plant and machinery equipment. PW1, a director of the plaintiff company, stated that in 2008 while he was away on a business trip in South Sudan, he returned only to find the defendant in physical occupation and possession of the land and having converted the plant and machinery to their own use. This is the suit land over which the plaintiff company was granted a lease by PW3, the land owner who testified that he leased the said land to the plaintiff company in July, 2006, and the company established a stone crushing business thereon.

A look at the lease agreement and the certificate of title which were adduced in evidence shows that they are in the names of the plaintiff company. The lease agreement shows that the plaintiff company was granted a leasehold interest over the suit land on 26.06.2006 for a period of 49 years. The same interest was registered as an encumbrance on the owner's copy of the certificate of title on 04.07.2007. PW3 was further categorical that he had never authorised nor participated in any transaction allowing the defendant to take possession of the land or carry on any business thereon. PW4, the LC1 Chairman of area where the land is

situated also stated as much. Further, PW2 who used to purchase aggregate stones from the plaintiff company's stone quarrying business stated that while he had gone to purchase more aggregate, he found that the operator were persons he had not seen before and who were unknown to him and that the sign post at the quarry read M/s. B4S Highstone (U) Ltd instead of M/s. Kilash Mine Ltd which had been there throughout the time he first dealt with the plaintiff company.

After evaluating the evidence, there is no doubt that the plaintiff company is the rightful owner of the suit land and that it has been unlawfully denied possession and use of the same by the defendant company. The defendant unlawfully entered the plaintiff's land and therefore the defendant is a trespasser on the suit land comprised in Kyaggwe Block 62 Plot 111. Issue No. 2 is answered in the affirmative.

***Issue No.3: Whether the defendant has converted to its use the stone crushing machinery and equipment on the said land.***

Counsel for the plaintiff submitted based on the testimony of PW1 that in 2008 while PW1 was away on a business trip to South Sudan, upon his return he found the defendant in physical control and occupation of the land

having converted the plant and machinery to its own use. That this testimony is corroborated by PW2 and PW4 and with the unchallenged facts, the question of conversion of the stone crushing machinery and equipment of the plaintiff by the defendant has been proved.

Indeed, I find the above submissions correct to the point. There is further evidence of PW2 that while he had gone to purchase more aggregate, he found that the operators were persons he had not seen before and who were unknown to him and the sign post at the quarry had been changed to read M/s.B4S Highstone (U) Ltd instead of M/. Kilash Mine Ltd which was there throughout the time he first dealt with the plaintiff company. PW4 also stated that after about four years of operation, he was told by a one Laxmikant alias Laku that the operator had changed from M/s. Kailash Mine Ltd to M/s. B4s Highstone Ltd, but that later one of the directors whom they knew and dealt with came to complain that the plaintiff company's business was converted illegally.

I therefore find that the plaintiff adduced sufficient unchallenged evidence that the company currently in occupation of the suit land is the defendant company and not the plaintiff. This court has already found that the defendant company trespassed on the suit land and took possession and is using it unlawfully. The defendant also using the plaintiff's plant and



machinery for the defendants own use. This has inevitably denied the plaintiff the use of its machinery and equipment thus occasioning financial loss to the plaintiff. The defendant's actions in relation to the unlawful takeover of the plaintiff's plant and machinery are nothing short of conversion.

***Issue No.4: What are the remedies, if any, available to the parties***

The plaintiff prayed for an eviction order against the defendant from the suit land. Evidence proves that the defendant is in unlawful occupation of the land and use of the plaintiff's stone crushing machinery and equipment. An order of eviction against the defendant to vacate the suit land is therefore issued accordingly.

The plaintiff also prayed for an order that the defendant makes an account of the business carried out on the land since 1<sup>st</sup> January 2008 till judgment. It has been proved that the plaintiff suffered loss of income because of the conversion of its plant and machinery by the defendant to its own use. An order that the defendant accounts to the plaintiff for the business it has carried out on the plaintiff's suit land from since 1<sup>st</sup> January 2008 till the date of this judgment. This must take into account that the plaintiff's

business yielded 350 tons per day each ton being sold at Ug. Shs.40,000, thus totaling to Ug.Shs.14 million per day. The applicable formula 14 million per day x 30 days x 94 months (7years and 10 months) = Ug.Shs. 39,480,000,000 (*Thirty nine billion four hundred eight million only*)

The plaintiff prayed for mesne profits. **Section 2(m) of the Civil Procedure Act (Cap. 71)** defines mesne profits as;

***“Those profits which the person in wrongful possession of the property actually received or might with ordinary diligence have received from it, together with interest on those profits, but shall not include profits due to improvements made by the person in wrongful possession”.***

In the case of **George Kasedde Mukasa vs .Emmanuel Wambedde & 4 O’rs HCCS No 459 of 1998**, Mukiibi J. stated, and correctly so in my view, as follows;

***“It is settled that wrongful possession of the defendant is the very Essence of a claim for mesne profits.”*** Similar position was taken in the case of **Paul Kalule vs. Losira Nonozzi (1974) HCB 202; and Fred Kamugira vs. National Housing & Construction Company Ltd. HCCS No. 127 of 2008.**

In *Elliott vs. Boynton* [1924] 1 Ch. 236 (C.A) Warrington, L.J, at page 250 held;

***“Now damages by way of mesne profits are awarded in cases where the Defendant has wrongfully withheld possession of the land from the Plaintiff***

This court has pronounced itself before in the case of *Mugisha Kaganzi vs Mwesigwa Phillip* HCCA No. 26 of 2007 that;

***“It is the established principle that burden of proving the profits received lies on the person who claims that it was received, and not on the one in possession as a wrong doer; for the latter cannot be relied upon to provide an honest and accurate account of the monies realized during the time of his or her possession and/ or occupation. Therefore, in a claim for mesne profits, just as in other cases, it is incumbent on the claimant to establish; not only the existence of his right, but also the extent of it. It is for the person out of possession to prove what profits the one in possession of property made out of it. As soon as the claimant prima facie establishes that profits were somewhere about the sum alleged, the burden shifts to the Defendant.”***

Applying the principles to the facts of the instant case, PW2, a director in the plaintiff company stated that the business started to run in 2006 producing aggregates in the quantity of 350 tons per day with each being sold at Ug.shs 40,000. PW2 also testified that he used to purchase aggregate from the company's stone quarrying business at a price of Ug.shs. 40,000 per ton. The plaintiff attached a statement of the projected income and expenses of the company. I find that the amount which the defendant must account as proceeds of the business which the plaintiff would have been entitled to as from 01.01.2008 to the date of judgment is what constitutes mesne profits. The plaintiff is thus awarded Ug.Shs. 39,480,000,000 (*Thirty nine billion four hundred eight million only*) as mesne profits from 1<sup>st</sup> January 2008 to the date of this judgment.

The plaintiff further prayed for exemplary damages. In case of ***Fredrick J. K. Zaabwe vs. Orient Bank & Or's, SCCA No.04 of 2006***, the Supreme Court gave guidance on the circumstances under which exemplary damages can be awarded. It was held that it could be awarded where there is oppressive, arbitrary or unconstitutional action by the servants of the Government and where the defendant's conduct was calculated to procure him some benefit not necessarily financial, at the expense of the plaintiff. The principle has been adopted in ***Uganda***

***Revenue Authority vs. Wanume David Kitamirike CACA No.43 of 2010***

where Kasule, JA held that exemplary or punitive damages are an exception to the rule that damages generally are to compensate the injured person. These are awardable to punish, deter, express outrage of court at the defendant's egregious, highhanded, malicious, vindictive, oppressive and/or malicious conduct. They focus on the defendant's misconduct and not the injury or loss suffered by the plaintiff.

In the instant case, the defendant company took possession of the suit land which the plaintiff company has a subsisting leasehold interest without any lawful or reasonable excuse at all. PW4, the LC1 chairman of the area where the land is situated stated that he was told by a one Laxmikant alias Laku that the operator had changed from Kailash Mine Ltd to B4s Highstone Ltd. PW1 stated that when he came back from South Sudan he found that the defendant had taken over the suit land and was using the plaintiff's plant and machinery. PW3 the lessor testified that he had never consented to the defendant using the suit land other than the plaintiff as lessee. Therefore, without evidence to the contrary, I find the actions of the defendant were egregious, highhanded, malicious, vindictive, oppressive and malicious. This is an appropriate case in which the award exemplary damage is proper. Given the particular circumstances of this case, I would

consider Ug.Shs. 40million as exemplary and punitive damages and award the same to the plaintiff.

The plaintiff prayed for the award of general damages for trespass. The position of the law is that the award of general damages is in the discretion of court, and is always as the law will presume to be the natural and probable consequence of the defendant's act or omission. See: **Annet Zimbiha vs. Attorney General (MBR) HCCS No.109 of 2011; James Fredrick Nsubuga vs. Attorney General, HCCS No. 13 of 1993.**

In **Takiya Kashwahiri & A' nor vs. Kajungu Denis, CACA No.85 of 2011,** was held that general damages should be compensatory in nature in that they should restore some satisfaction, as far as money can do it, to the injured plaintiff.

The plaintiff in the instant case has been denied use and occupation of its land by the defendant company since 2008. It has suffered financial loss and inconvenience as a result. I think this is a case where the plaintiff should receive compensatory damages. I find that an award of Ug.shs. 55,000,000 fair and adequate and award the same as general damages.

The plaintiff prayed for interest on the amounts awarded. The guiding principle is that interest is awarded at the discretion of court, but like in all

discretions it must be exercised judiciously taking into account all circumstances of the case. See ***Liska Ltd.vs. DeAngelis***[1969] EA 6; ***National Pharmacy Ltd. vs. Kampala City Counsel*** [1979] HCB 256, ***Superior Construction & Engineering Ltd vs. Notay Engineering Ltd.*** HCCS No. 24 of1992. Also, ***Section 26 CPA (supra)*** is to the effect that where interest was not prior agreed as between the parties, court could award interest that is just and reasonable. See also ***Mark Extraction Enterprises Ltd. vs. M/s Nalongo Orphanage, HCCS No. 04 of 1996.***

In my view, a just and reasonable interest rate would be one that would keep the awarded amount cushioned against the ever rising inflation and drastic depreciation of the currency. The plaintiff ought to be entitled to such a rate of interest which should not neglect the current economic value of money, and at the same time which should insulate the amount awarded against the vagaries due to inflation and depreciation of the currency. I would thus consider that since the plaintiff is a company that was engaged in commercial activities, the rate of interest awarded should be on a commercial basis at a rate of 25% per annum on the amount of general damages, exemplary damages, and the mesne profits from the date of judgment till judgment in full. Accordingly, judgment is entered for the plaintiff in the following terms of the orders;

- 1. An order of eviction doth issue against the defendant to vacate the suit land comprised in Kyaggwe, East Buganda Block 62 Plot 111.**
- 2. The plaintiff is awarded mesne profits of Ug.shs 39,480,000,000 (Thirty Nine Billion and Four Hundered and Eighty Million Only).**
- 3. The defendant shall pay Ug.shs.44, 000,000 as punitive and exemplary damages to the plaintiff.**
- 4. The defendant shall pay Ug.shs. 55,000,000 as general damages to the plaintiff.**
- 5. The amount in (2) (3) and (4) above shall attract an interest rate of 25% per annum from the date of judgment till payment in full.**
- 6. The plaintiff is awarded costs of the suit**

**BASHAIJA K. ANDREW  
JUDGE  
30/10/2015**

Mr. Peter Arinaitwe Counsel for the plaintiff present.

Counsel for the defendant and defendant absent.

Mr. Godfrey Tumwikirize Court Clerk present.

Ms. Hasipher Nansera transcriber present.

Court: Judgment read in open Court.



**BASHAIJA K. ANDREW**  
**JUDGE**  
**30/10/2015**