

RWANDA / JUDGMENT

MUKAKALISA ET.AL v SONARWA ET.AL (ADD)

RLR V.2-2025

COURT

Supreme Court

DECIDED

22 November 2024

CASE / FILE NUMBER

RS/INJUST/RC 00009/2024/SC

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MUKAKALISA ET.AL v SONARWA ET.AL (ADD) [Rwanda SUPREME COURT-RS/INJUST/RC 00009/2024/SC (Hitiyaremye, P.J., Muhumuza, Kazungu, J.) 22 November 2024] Laws governing the civil procedure- Insurance coverage for accidents –Road accidents- Amicable settlement - An amicable settlement is an agreement by which involved parties agree on ending an existing or potential dispute whereby each party makes some concessions, and it is made in accordance with the law governing contracts. When it is entered into by the unentitled person or by a mandated person acting beyond the scope of his/her mandate, the act is deemed non-existent. Laws governing the civil procedure- Mandate – Mandate for renunciation- The mandate for renunciation, mortgaging an immovable property, or for carrying out any other act that is exclusively reserved to the rightful owner of the property, must be explicit. Laws governing the civil procedure –Mandate- General mandate- The mandator who generally assigns to the mandatary the duty to carry out the transaction that he/she will deem appropriate, or who simply assigns the mandatary the duty to carry out the transaction that he/she would have been able to

perform personally, gives a general mandate; and such a mandate is solely limited to managerial duties.

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Facts : This case originates from the road accident that occurred on 24 January 2024 when Nshimyumuremyi was hit by the car insured by SONARWA General Insurance and died on the spot. Mukakalisa, the victim's mother, together with 4 victim's siblings gave Karonkano a mandate to follow up their claim for compensation before SONARWA General Insurance Company Ltd. Mukakalisa received 375,000 FRW for damages on her Bank account and she was told that the remaining amount will soon be deposited but she waited in vain. The claimants filed a compensation case before the Intermediate Court of Karongi suing the insurer alongside with Karonkano alleging that the duo cheated them by not allotting them appropriate compensation but the claim was declared inadmissible due to prescription coupled with a prior amicable settlement. The claimants appealed against the judgment before the High Court, and the latter held that the case be sent back to the Intermediate Court of Karongi. That court held that there had been an amicable settlement agreement between the claimants and the insurer. Dissatisfied with the judgment, the claimants appealed against it before the High Court which also held that there had been an amicable settlement agreement. Mukakalisa and her co- claimants applied for review of the judgment on grounds of injustice and the case was sent to the Supreme Court which examined whether there had been an amicable settlement agreement between Mukakalisa and her children and SONARWA General Insurance Company Ltd.

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The claimants alleged that they never received all the damages as provided for by the law and ther never endorsed the amicable settlement agreement and never agreed on the damages to be allocated to them. They went on and alleged that Karonkano, their mandatary, acted fraudulently, and renounced some damages which made them end up getting less damages, and they insisted that all what he did beyond the scope of his mandate be invalidated. SONARWA General Insurance alleges that there was an amicable settlement agreement and they paid out the damages agreed upon whereas Karonkano alleges that he was given the mandate mandated by the claimants to follow up compensation, and upon his arrival at the premises of SONARWA General Insurance Company Ltd., he was told that the damages to be paid amount to 357,000 FRW and that they had been computed in accordance with the law. Held: 1. An amicable settlement is an agreement by which involved parties agree on ending an existing or potential dispute whereby each party makes some concessions, and it is made in accordance with the law governing contracts. When it is entered into by the unentitled person or by a mandated person acting beyond the scope of his/her mandate, the act is deemed null and void.

2. The mandate for renunciation, mortgaging an immovable property, or any other act that is exclusively reserved to the rightful owner of the property, must be explicit.

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3. The mandator who generally assigns to the mandatary the duty to carry out an act that he/she will deem appropriate, or who simply assigns the mandatary the duty to carry out an act that he/she would have been able to perform personally, gives a general mandate; and such a mandate is solely limited to managerial duties.
4. An amicable settlement agreement entered into by a person who is not fully entitled or when acts were carried out by an untitled person, acting beyond the scope of the mandate, is deemed non-existent. The application for review on grounds of injustice has merit; There was no amicable settlement agreement. Statutes referred to: Presidential Order N0 31/01 of 28/08/2003 on compensation for body injuries due to accidents caused by motor vehicles, articles 11, 12, and 23 No cases were referred to Legal writings referred to: Loïc CADIET « Dictionnaire de la Justice », Paris, 2004, verbo Transaction. Encyclopédie de droit civil belge, code civil, I, Tome VI, articles 1915 à 2281, p.103, N°4 al.3, par Gustave BELTJENS, Bruxelles, Etablissement Emile Bruylant, 1907;

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François LAURENT, Principes de droit civil, Bruxelles, Bruylant – Christophe et cie., 1877, p.486-487, N° 434.

Judgment**I. BACKGROUND OF THE CASE**

On 24/01/2010, a car with plate number GR 466 C insured by SONARWA General Insurance Company Ltd. hit Nshimyumuremyi François to death

Mukakalisa Alphonsine, the victim's mother, together with 4 victim's siblings namely Musabyimana Vestine, Nyiraneza Rosine, Nyiranzabandora Aline, and Nyiransabimana Dorothee, all assisted by Karonkano Etienne¹, requested SONARWA General Insurance Company Ltd. for the accident-related damages, on 23/10/2010, SONARWA General Insurance Company Ltd. deposited 357,000 FRW on Mukakalisa Alphonsine's bank account in BPR Bank.

Mukakalisa Alphonsine alleges that when the above amount got deposited on her bank account, she asked Karankono Etienne why SONARWA General Insurance allotted them a small amount of damages, and

1 The claimants' mandatary before SONARWA, Mukakalisa Alphonsine's uncle.

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the latter replied that more money was yet to be deposited, and she kept waiting.

Having realized that she did not receive the remaining money and that the amount paid out was very little, on the 09/11/ 2020 she hired a lawyer and she sued SONARWA General Insurance Company Ltd. together with Karonkano Etienne before the Intermediate Court of Karongi, and she accused them of fraud in compensation related payment, and she prayed the court to order SONARWA General Insurance Company Ltd. to allot the damages computed in conformity with the law governing this issue; while with regard to Karonkano Etienne, she requested the court to order him to refund 180,000 Rwf for advocate fee (and the case was registered under No RC 0071/2020/TGI/KNG).

The defendants contended that the claim should not be admitted because there had been an amicable settlement agreement coupled with the prescription, since it was filed five (5) years later the accident².

On 28/10/2020, the Intermediate Court of Karongi rendered the judgment holding that the case is not admitted due to prescription and the fact that both parties settled their dispute through amicable settlement.

² Article 4 of the Law n0 01/2002 of 17/01/2002 modifying and completing the Law n0 20/75 of 20 June 1975 governing General Insurance provides that “the prescriptive period for filing all insurance- related claims is five (5) years”

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Mukakalisa and her children appealed against the judgment before the High Court, Detached Chamber of Rusizi, and alleged that there was no amicable settlement and the case was registered under RCA 00054/2021/HC/RSZ.

On 29/06/2022, the High Court, Detached Chamber of Rusizi rendered a judgment and held that the appeal is admitted and overturned the appealed judgment, and ordered that the case be sent back to the Intermediate Court of Karongi for the hearing on the merits. The court explained that the Intermediate Court disregarded the evidence adduced by the claimants proving that there was no legally accepted amicable settlement agreement, and that therefore there was no prescription of their claim.

The Intermediate Court of Karongi received back the case file, and registered it under RC 00047/2022/TGI/KNG, and rendered the judgment on 21/12/2022, and held again that there was an amicable settlement of the dispute despite lack of supporting document and concluded that the hearing on the merits was not appropriate.

Again, Mukakalisa and her co-claimants appealed against the judgment before the High Court, Detached Chamber of Rusizi and the case was registered under RCA 00001/2023/HC/RSZ. On 16/10/2023, the court held that the parties settled their dispute through amicable settlement, “even though the amicable settlement agreement has a peculiar format and it is not included in the case file”, and confirmed the judgment of the case RC 00047/2022/TGI/KNG.

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Mukakalisa and her children were not satisfied with that judgment and they wrote to the President of the Court of Appeal requesting that the judgment No RCA 00001/2023/HC/RSZ rendered by the High Court, Detached Chamber of Rusizi on 16/10/2023 be reviewed on grounds of injustice. After examining the application, the President of the Court of Appeal wrote to the President of the Supreme Court requesting that the judgment be reviewed on grounds of injustice.

After analysis of the report ad hoc, the President of the Supreme Court ordered that the case be heard by the Supreme Court, and the case was registered under RS/INJUST/RC 0009/2024/SC.

In their submissions, Mukakalisa and her children allege that the injustice they were subjected to resides into a blatant violation of the law whereby the court declined to rely on articles 11, 21, 22, and 23 of the Presidential Order of 25/08/2003 on compensation for body injury due to accidents caused by motor vehicles (in this case, we will be using the term “Presidential Order”), yet, had the court considered the above mentioned articles, it would have found that the requirements for an amicable settlement agreement were not observed, therefore, there had been no amicable settlement of the dispute between the claimants and SONARWA General Insurance Company Ltd., and allege that their mandatary did not fulfill his mandate, thus, in the course of the payment of the damages, the defendants acted fraudulently.

The case was heard in public on 14/10/2024, Mukakalisa Alphonsine, Musabyimana Valentine,

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Nyiraneza Rosine, Nyiranzabandora Aline and Nyiransabimana Dorothee being represented by Counsel Nsengiyumva Eugène, while SONARWA General Insurance Company Ltd was represented by Counsel Bagomora Charles whereas Karonkano Etienne was assisted by Counsel Ruganza Bin Seba, and the court first examined whether there had been an amicable settlement of the dispute between SONARWA General Insurance and Mukakalisa and her children. II. LEGAL ISSUE AND ANALYSIS THEREOF Whether there had been an amicable settlement agreement between Mukakalisa and her children and SONARWA General Insurance Company Ltd.

To answer this question, Counsel Nsengiyumva Eugène representing Mukakalisa and her children refers to article 11 of the above mentioned Presidential Order which provides that “when the insurer has received all the documents mentioned in the previous article³ justifying the legitimacy of the request for compensation, they shall,

³ Article 10: “In case of death of the victim, the legal claimants must as soon as possible bring to the Insurer, the complete compensation file that includes notably: the official police report of the accident, a death certificate issued by a registered doctor or a death certificate issued by a relevant authority, birth certificates of the victim and of his legal claimants, a full proof of identity of the victim and of his legal claimants, life certificates of the legal claimants, a marriage certificate of the surviving spouse.

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within a period of thirty days, submit to the victim a written proposal for comprehensive payment modalities which also indicates the figures related to the compensation”

He goes on and alleges that the payment modalities mentioned as per this provision, is a written document made between the insurer and the claimant, and signed by both parties in case they reach an agreement. He alleges that in this case file, such a procedure was not observed since his clients neither saw nor were given this document.

He went ahead and argued that even before the previous courts, the document was not showed, especially before the High Court, Detached Chamber of Rusizi, when it rendered the judgment on review on grounds of injustice because it really stated that “ a mere fact that SONARWA General Insurance Company Ltd. never showed the agreement deed is not enough to prove the existence of fraud”⁴;

He also added that the fact it is the first time that the document is showed before the Supreme Court, it denotes that the previous court decided the case with no single evidence proving that parties entered into an amicable settlement agreement, that this evidence should not be examined at this level because it was not debated before any of the previous courts. He stressed that article 11 of the Presidential Order was infringed, and it is

4 See case RCA 000/2023/HC/RSZ, page 6, paragraph 22.

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therefore clear that no amicable settlement was entered into.

In respect of Karonkano Etienne, Counsel Nsengiyumva Eugène recalled article 70 of the Law n° 45/2011 of 25/11/2011 governing contracts on which his clients relied on to sue him, the article provides that “each party has an obligation of performing the contract in good faith and fair dealing between the parties”. He went on and explained that the court held that Karonkano did not play any part in the fraud he is accused of, yet he presented no evidence proving that he had given them the amicable settlement document. He concludes by adding that Karonkano’s conduct on his contractual mandate contradicts the provisions of the above mentioned article, therefore, it is appropriate for the court to hold that Karonkano played a big role in the scam they were subjected to.

Counsel Bagomora Charles representing SONARWA General Insurance Company Ltd. alleges that parties reached an amicable settlement on 28/05/2010, and the claimants received the amount agreed upon, that he realizes that SONARWA General Insurance complied with the requirements of article 9 (3) of the Presidential Order⁵, thus, the previous courts did

5 Paragraph 3 of article 9 of the Presidential Order n0 31/01 of 25/08/2003 on compensation for body injuries due to accidents caused by motor vehicles provides that “in case of parties’ agreement to settle the compensation, the involved parties shall irrevocably be bound by the settlement agreement”

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not err since they based their decisions on the testimony by Karonkano Etienne, the claimants’ mandatory, who testified to have handed in the document of the amicable settlement agreement to the claimants.

He explains that it is not easy to find out the case file because it was closed by an agreement ; but since the claimants kept elongating lawsuits, and denying the existence of amicable settlement agreement, SONARWA General Insurance Company Ltd. set up an ad hoc taskforce to search for it and, when it got found it was submitted as an evidence for the amicable settlement agreement. He concluded by requesting the court to find that the grounds for the alleged injustice are now different from the currently submitted evidence.

Karonkano Etienne, assisted by Counsel Ruganza Bin Seba, alleges that he was given mandate to follow up compensation for Mukakalisa Alphonsine and her children before SONARWA General Insurance Company. He went on and alleged that he had entered into an amicable settlement with SONARWA, and the latter accepted to pay 357,000 Rwf, the amount was deposited on the mandators’ bank account.

He alleges that by the time he went to SONARWA’s office, he did not prepare any calculations, rather, it is SONARWA which made them and told him that the calculations were effected in conformity with the law, that it must pay out the damages amounting to 357,000 Rwf, and would resort to court system in case of

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disagreement. He added that he had informed the mandators of the agreement and they hand endorsed it after receiving the documents that were used during the negotiations, and it is the very documents they used for withdrawing the money that SONARWA had allotted them even though he has no evidence since the whole mandate was fulfilled within the family confidentiality. DETERMINATION OF THE COURT

Article 12 of the Presidential Order n0 31/01/ of 25/08/2003 on compensation for body injuries due to accidents caused by motor vehicles provides that “within a period of thirty days from the receipt of the proposal for payment made by the insurer, the legal claimants shall state clearly their position. Where the position of the legal claimants is not made known by this period, their approval of the proposal shall be presumed. In case of disagreement on the proposal for payment, the insurer’s proposal shall not be considered. In case of the parties’ agreement on compensation payment, the involved parties shall be irrevocably bound by the payment of that money”

Article 11 of the above mentioned Presidential Order which provides that “when the Insurer has received all the documents referred to in the previous article⁶ justifying the legitimacy of the request for

⁶ See the above mentioned note 3.

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compensation, they shall, within a period of thirty days, submit to the victim a written proposal for claim settlement, and the proposal must be substantiated and must include all calculations related to the compensation”. The French language version goes as follows : “Dès que l’assureur a réceptionné tous les documents cités à l’article précédent et justifiant le bien fondé de sa demande d’indemnisation, il transmet à la victime, endéans trente jours, une proposition de règlement motivée et chiffrée relative à l’indemnisation. »

Article 23 of the Presidential Order provides that “in case of death of the victim, the compensation for loss of affection shall only be allotted to persons listed below and within the limits provided for by this Order: the victim’s spouse: 1 x the guaranteed annual minimum wage; the victim’s parents and legitimate or recognized children: 0.75x the guaranteed annual minimum wage; the victim’s siblings: 0.5x the guaranteed annual minimum wage”

The court finds that as per the proposal for amicable settlement (proposition de transaction), there is no average annual minimum wage, neither did it contain any referential rate for computing the compensation amount, and the second page of the proposal, especially the section reserved for parties ” any other observations”⁷,

⁷ This is the section that would have clarified about Karonkono Etienne’s compensation request before SONARWA General Insurance Company, the SONARWA’s accepted amount and accompanying justifications, reasons for not honoring income loss compensations and related clarifications, and this section could have

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contained no commentary neither from the side of the plaintiffs, nor from the insurance officer. The court also finds that the proposal for amicable settlement featured three victim’s siblings instead of four as they appear in the case file; all the above listed flaws indicate that the proposal for amicable settlement was not legally conceived for due validity.

Legal scholars argue that an amicable settlement is an agreement by which the involved parties agree on ending an existing or potential dispute whereby each party makes some concessions. “La transaction est un contrat par lequel les parties terminent une contestation née, ou préviennent une contestation à naître, en s’accordant des concessions réciproques⁸ »

In their book, legal scholars went on to explain that an amicable settlement must comply with general rules governing contracts for the amicable settlement to be valid.

They went on and explained that an amicable settlement agreement is naturally consensual, that it requires making concessions, that the parties must be in position to make concessions, which denotes that the parties must have the required capacity (the right to dispose the concerned rights). Besides, due to the nature

served for adding some related Supreme Court precedents, if any, etc. Actually, anything to do with more details on the transacted agreement needed elaboration under this section. 8 Loic CADIET « Dictionnaire de la Justice », Paris, 2004, verbo Transaction

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of such an agreement, a mandatary who was given a general mandate cannot validly enter into it on the behalf of the his/her mandator.

Furthermore, those scholars add that due to the fact that an amicable settlement is a critical agreement owing to the involved concessions, it is worth being careful to make sure that what the contracting parties agreed upon is clear. They conclude by alleging that, just like in any other contracts, in amicable settlement agreement, the parties must make an agreement that is valid and clear⁹.

With regard to the mandate given to Karonkano Etienne¹⁰, the court found that it was written in the

9 « La transaction étant un contrat, elle est soumise au droit commun des contrats pour ce qui relève de sa validité [...]. La transaction est donc en principe un contrat consensuel. Il reste que le contrat de transaction est un acte de disposition puisqu'il consacre la renonciation à un droit. Par conséquent, celui qui renonce doit jouir de la capacité et du pouvoir de disposer des droits concernés [...] De surcroît, son caractère d'acte de disposition empêche qu'un mandataire n'ayant reçu qu'un mandat général, puisse valablement contracter une transaction pour le compte de son mandant. Etant un acte de disposition, la transaction est un acte grave, et il faut s'assurer de la réalité du consentement de ceux qui la concluent. Comme toute convention, la transaction implique que les parties aient échangé un consentement valable et éclairé », op.cit. supra note 8.

10 A certain document that was handed to Karonkano Etienne with the title "POWER OF ATTORNEY", but in legal language, it is normally referred to as "MANDATE". This is a terminology that is found under article 529 of civil Code book III Kinyarwanda version, extractable

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following terms: " I, Mukakalisa Alphonsine, Nshyimyumuremyi François' mother, do hereby give the mandate Karonkano Etienne to follow up our compensation resulting from the car accident in which the ONATRACOM bus

claimed the life of Nshimyumuremyi François"

The court finds that, from a legal perspective, this type of mandate concerns managerial duties (administration duties), and it does not encompass disposal rights (renunciation). The mandate consisting of renunciation, mortgaging an immovable property, or any other act that is exclusively reserved for the rightful owner of the property must be explicit¹¹.

Legal scholars argue that the mandator who generally assigns to the mandatary the duty to carry out what he/she deems appropriate, or who simply assigns him/her the duty to fulfil what is in his/her interest, or to perform the duties that the mandatory would have been able to fulfil, gives a general mandate; and such a mandate is solely limited to managerial duties¹².

from book "Codes et lois usuelles du Rwanda. Vol. II, authored by Gakwaya Jean, Gasasira Ephrem et alii. 11 Article 1988 Code civil Français, édition 2008, Dalloz: « Le mandat conçu en termes généraux n'embrasse que les actes d'administration. S'il s'agit d'aliéner ou hypothéquer, ou de quelque autre acte de propriété, le mandat doit être exprès ». 12 « Celui qui donne à son mandataire de faire tout ce qu'il jugera convenable pour ses intérêts, ou pouvoir de faire tous les actes qu'il pourrait faire lui-même, donne un mandat conçu en termes généraux; ce mandat ne comprendra que les actes d'administration »

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Looking at the wording of the mandate given to hat Karonkano Etienne, it contains two major terms, and those are " following up the accident [...] to get compensation" This denotes that he was given the mandate to contact SONARWA General Insurance Company and learn about the compensation-related requirements (administrative documents), to get information about the damages he would accept without resorting to court proceedings, etc..., all these duties fall under managerial acts, while an amicable settlement requires explicit mandate as it has been explained above (special mandate).

With regard to the mandate related to amicable settlement, legal scholars question the validity of an agreement made by an unentitled person (with sufficient authority) or the validity of the acts accomplished by the mandatary beyond the scope of his/her rights. They argue that such acts are considered non-existent because there is no mandator's consent (non-existence due to the lack of the mandator's consent). For such an agreement, the mandatary acts in the name of the mandator, but the mandatory is not entitled to represent the mandator as long as he/she (the mandatary) acts beyond the scope of the mandate. This means that the mandatory is not

(Encyclopédie de droit civil belge, code civil, I, Tome VI, articles 1915 à 2281, p.103, n°4 al.3, par Gustave BELTJENS, Bruxelles, Etablissement Emile Bruylant, 1907).

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represented; which entails that there is no mandator's consent, hence the agreement is non-existent ¹³.

With regard to this case, during the hearing, Karonkano Etienne explained that he did not take any amount proposal to SONARWA ; that it was rather SONARWA that presented the amount of money alleging that it was a legally computed amount. This is corroborated by Counsel BAGOMORA Charles, SONARWA's advocate, who submitted that the claimants did not make any amount proposal through their mandatary, and that the mandatary could not make any amount proposal because he is not a lawyer ; however, Counsel Bagomora Charles admits that the involved parties held talks whereby each made some concessions. Nevertheless, the court finds that there is no evidence substantiating those talks and the concessions of each

13 « Quel serait l'effet d'une transaction faite sans pouvoir suffisant ? La question doit être généralisée, et l'on doit se demander quel est l'effet de tout acte qu'un mandataire a fait en excédant ses pouvoirs. L'article 1998 dit que le mandant n'est pas tenu de ce que le mandataire a fait au-delà de son pouvoir, et l'article 1997 décide que le mandataire n'est tenu d'aucune garantie envers celui avec lequel il a traité s'il lui a donné connaissance suffisante de ses pouvoirs. [...] l'acte fait par le mandataire sans pouvoir est-il nul à l'égard de toutes les parties, ou le mandant seul peut-il se prévaloir de la nullité ? A notre avis, il y a plus que nullité, l'acte est inexistant faute de consentement. En effet, le mandataire y a figuré au nom du mandant ; or, il n'a aucune qualité pour le représenter en dehors des limites de son pouvoir ; donc, quand il dépasse ces limites, le mandant n'est plus représenté, il ne consent pas ; par suite il y a absence de consentement, ce qui entraîne l'inexistence du contrat même. » (François LAURENT, Principes de droit civil, Bruxelles, Bruylant – Christophe et cie., 1877, p.486-487, N° 434).

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party, yet such concessions are part of the essence of amicable settlement as explained above by the legal scholars.

Looking at Karonkano Etienne's little technical and legal knowledge in matters pertaining to compensation for body injuries resulting from the accidents caused by motor vehicles just as SONARWA's attorney himself asserted it, the court finds that by the time of approving and signing the final amount proposal, SONARWA General Insurance Company Ltd. should have invited Mukakalisa Alphonsine to come around and sign in person or else produce a special document certifying that she saw the amicable settlement proposal and that she agrees to receive the proposed amount of 357,000 Rwf as provided for by article 12 of the aforementioned Presidential Order. Such a procedure would have been enough to prove valid and clear consent mentioned above by aforementioned legal scholars (valid and clear consent of the parties).

The court reminds that in this case file, SONARWA General Insurance Company Ltd paid out the damages amounting to 357,000 FRW for an accident that claimed the life of a 21-year-old person. Based on Presidential Order in its aforementioned provisions together with the explanations from the legal scholars, it is clear that this amount of damages is too little, almost non-existent ; and indeed, SONARWA made no concessions at all. Such an observation is corroborated by legal scholars who argued that there is no amicable settlement as long as there is a party which accepts to

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renounce its rights in exchange of a derisory, or seemingly non-existent cost.

Based on all the above provided explanations, the court finds that the amicable settlement agreement of 28/05/2010 between SONARWA General Insurance Company and Karonkano Etienne cannot be upheld as an amicable settlement agreement between SONARWA and Mukakalisa Alphonsine, Musabyimana Valentine, Nyiraneza Rosine, Nyiranzabandora Aline and Nyiransabimana Dorothée, as for them, such an agreement never existed.

The hearing of this case will proceed with a claim on compensation resulting from the road accident which Mukakalisa Alphonsine, Musabyimana Valentine, Nyiraneza Rosine, Nyiranzabandora Aline and Nyiransabimana Dorothée requested for before the Intermediate Court of Karongi, and that is when the issue of the damages requested for in this case, shall be examined. III. DECISION OF THE COURT

Holds that the case filed by Mukakalisa Alphonsine, Musabyimana Valentine, Nyiraneza Rosine, Nyiranzabandora Aline and Nyiransabimana Dorothée applying for review on grounds of injustice of the judgment RCA 00001/2023/HC/RSZ rendered by the High Court, Detached Chamber of Rusizi on 16/10/2023 has merit ;

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Holds that there was no amicable settlement agreement between the claimants, Mukakalisa Alphonsine, Musabyimana Valentine, Nyiraneza Rosine, Nyiranzabandora Aline and Nyiransabimana Dorothée and SONARWA General Insurance Company Ltd;

Holds that the hearing of the case shall proceed with examining the issue of damages resulting from the road accident that were requested for before the Intermediate Court of Karongi; Rules that the hearing shall resume on 07/01/ 2025 at 9:00 AM

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