

RWANDA / JUDGMENT

UWAMWEZI v RANGHELLA

RS/REV/INJUST/CIV.0012/16/SC

COURT

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Text

Page 1

UWAMWEZI v RANGHELLA [Rwanda SUPREME COURT– RS/REV/INJUST/CIV.0012/16/SC (Kayitesi, P.J, Nyirinkwaya, Hatangimbabazi and Kanyange, J.) 1 june 2018] Law governing matrimonial regime – Divorce – Community of property – A consent agreement of sharing properties made between spouses married under community property regime, is void if it was not concluded aiming at modifying matrimonial regime between the spouses, because community property regime is still valid as long as they are not divorced. Facts: This case started before Kacyiru Primary Court Ranghella suing Uwamwezi for divorce due to excess, abuse and serious insults, he requested also the Court to sustain the sharing contract they both made. The Court rendered the judgment and the divorce was not granted because it lacked evidence that Uwamwezi does excess, abuses and seriously insults Ranghella, the Court decided also that, the sharing contract is void. Ranghella was not contended with that judgment and appealed before Gasabo Intermediate Court which decided that that appeal has merit in part, it decided that the divorce is not granted, but it sustained the sharing contract (contrat de partage). After two years, Ranghella filed a new divorce claim before Primary Court for the grounds that he has separated from his wife Uwamwezi for a period of three years, the Court granted the divorce and decided

also that with regarding the properties, the sharing contract (contrat de partage) confirmed by the Intermediate Court in previous case which acquired res judicata principle is sustained. Uwamwezi did not get contended with that decision and appealed before Gasabo Intermediate Court stating that the sharing contract was illegal because the Court would not be basing on sharing contract (contrat de partage) whereas they are married under community property regime, thus it should have based on the law. The Court found without merit her appeal, it found baseless the statement that the contract does not prevail over the Law because it is a contract made between parties, and was never declared void. Uwamwezi was not contended with the ruling of that judgment, then she wrote to the Ombudsman stating that the concerned judgment is vitiated with injustice, thus, she requests for its review, the Ombudsman after assessment submitted the issue to the Supreme Court which admitted to review the case due to injustice. During the hearing, the counsel for the claimant indicated that the case under review is vitiated with injustice with regarding the sharing of the properties where the Court based on the sharing contract which they don't even recognize because she signed it ignoring its content, that the concerned contract could not be based on because it could not prevail over the matrimonial regime under which they are married and which has never been modified thus, they should share their properties basing on the principle that divorced couple must share their properties in case they are married under community property regime. The counsel for Ranghella argues that the statement of Uwamwezi about the case which she pretends is vitiated with injustice whereas the latter did not infringe the Law by deciding that the issue of properties sharing was resolved by the judgment which acquired res judicata principle,

Page 2

he finds then that the issue of property sharing could not be adjudicated again before Courts, because it was adjudicated earlier in previous judgments. The counsel for Ranghella argues that the statement of Uwamwezi is without merit that she does not recognize the sharing contract (contrat de partage) because she signed it ignoring its content and does not indicate where that contract caused her injustice or where it infringed the Law. Held: 1. A consent agreement of sharing properties made between spouses married under community property regime, is void if it was not concluded aiming at modifying matrimonial regime between the spouses, because community property regime is still valid as long as they are not divorced, thus the sharing contract of properties between Ranghella and Uwamwezi is void regarding the sharing of properties basing on the matrimonial regime they chosen during their marriage. Review of the case due to injustice has merit; The decision of the case under review is reversed with regarding the properties sharing. Statutes and statutory instruments referred to: Law N° 21/2012 of 14/06/2012 relating to the civil, commercial, labour and administrative procedure, articles 9 and 11; Organic Law N° 03/2012/OL of 13/06/2012 determining the organisation, functioning and jurisdiction of The Supreme Court, articles 33, 78, 79, 80 and 81; Law No 22/99 of 12/11/1999 completing Book One of Civil Code and instituting part five regarding matrimonial regimes, liberalities and successions, articles 19 and 24. No cases referred to.

Judgment

I. BACKGROUND OF THE CASE [1] In the case RC 0377/08/TB/KCY rendered by the Primary Court of Kacyiru, Ranghella Giuseppe, who married Uwamwezi Joséphine, sued his wife for divorce for excess, abuse and serious insults from her towards him; and prayed the Court to sustain the sharing contract they made on 06/07/2007, (see paragraph 7, 26, 28 and 31 of that case RC 0377/08/TB/KCY). [2] In her defence regarding divorce, Uwamwezi Joséphine argued that she does not consent to the divorce whereas, regarding the sharing contract, she states that, she does not recognize it, as her lawyer led her signing the contract whereas she ignores its content because she does not master French in which it is drafted and does not include their properties located in Europe, and that she bore alone all family loans and she is selling houses referred to in that sharing contract in ignorance of her husband (see paragraph 9, 27, 29 and 30 of that case RC 0377/08/TB/KCY).

Page 3

[3] The Primary Court of Kacyiru rendered the the judgment RC 0377/08/TB/KCY on 28/11/2008, and decided that the divorce is not granted because there is no evidence that Uwamwezi Joséphine does excess, abuses and seriously insults Ranghella Giuseppe, it decided also void, the sharing contract of 06/07/2007. [4] Ranghella Giuseppe was not contended by the ruling of that judgment and appealed before the Intermediate Court of Gasabo, the case was registered on RCA 0180/08/TGI/GSBO, in that appeal, Ranghella Giuseppe continues requesting for divorce, whereas regarding the sharing contract, he argues that the judge couldn't declare it void while he did not grant the divorce and Uwamwezi Joséphine did not even request that, (*ultra petita*). He argued also that, the statement of Uwamwezi Joséphine that she does not recognize that contract because as it is drafted in french which she does not master is false as all her correspondences are in french, and it was not compulsory for children to sign, because they are heirs regardless the sharing of the property (see article 4, 5 of the judgment RCA 0180/08/TGI/GSBO) [5] In her defence in appeal, the representative of Uwamwezi Joséphine argues that, the statement of Ranghella Giuseppe that, the judge ruled "*ultra petita*" is false, because, it is Ranghella Giuseppe who brought that sharing contract before the Court, was then part of litigation, they couldn't ignore it any way. He added that sharing of properties for spouses, has to be approved by the Court in case of divorce by mutual consent, which is not the case for the judgment in hand, reason why the sharing contract is void (*nul et de nul effet*). [6] After assessment of both sides' submissions, the Intermediate Court of Gasabo, rendered the judgment RCA 0180/08/TGI/GSBO on 07/08/2009, and held that the appeal of Ranghella Giuseppe has merit in part, it decided that the divorce is not granted, that the "the sharing contract" is sustained.¹ That judgment was not subjected to appeal. [7] Ranghella Giuseppe, after losing the case for divorce in the aforementioned case, he filed a new case before Kacyiru Primary Court which numbered RC 0422/10/TN/KCY and was requesting again divorce, for the grounds that his wife and him are separated since three years. [8] Kacyiru Primary Court, rendered the judgment on 13/02/2012, and decided that Ranghella Giuseppe is divorced to Uwamwezi Joséphine, it

decided also that the issue of properties has been answered in case RCA 0180/08/TGI/GSBO because it decided that the sharing contract made on 07/06/2007 is sustained and that judgment has acquired res judicata principle, thus each one should keep the properties acquired that time and their related interests. [9] Uwamwezi Joséphine appealed before the Intermediate Court of Gasabo, then by the judgment RCA 0127/12/TGI/GSBO rendered on 27/01/2014, that Court decided that the divorce is granted, and with regarding the properties, the sharing contract of 07/06/2007 should apply because it is a contract made by both parties and it has never been declared void, it motivated

11. Gasabo Intermediate Court stated in paragraph 33 of the judgment RCA 0180/08/TGI/GSBO that “article 24 of the Law n°22/99 of 12/11/1999 [...] completing book one of civil code and instituting part five relating to matrimonial regime, liberalities and succession provides that The regime of community of property and that of limited community of acquests shall be dissolved by: divorce; legal separation; modification of the marital regime. Thus as long as Uwamwezi and Langhela have not apply before the civil status officer for modification of their marital regime, though they have signed a contract which indicates how they shared their properties, community property agreed upon during marriage, remain valid”

Page 4

that the statement of Uwamwezi Joséphine that the sharing contract does not prevail over the community property regime under which they are married, has no merit because it is a contract made between both parties and has never been declared void, as it was motivated in the judgment RC 0180/08/TGI/GSBO. [10] Gasabo intermediate Court found with no merit the statement of Uwamwezi Joséphine that the sharing of the properties was based on the contract of 06/07/2007 which disredarded the Law, because she has no legal reference, it found without merit the argument that the sharing contract does not prevail over the community property regime under which they are married, because it is a contract made between both parties and has never been declared void as it was explained by the representatives of the claimant. [11] Uwamwezi Joséphine was not contented by the decision of that case and wrote to the Ombudsman office arguing that the judgment RCA 0127/12/TGI/GSBO is vitiated with injustice. She explained to the Office of the Ombudsman that injustice she suffered is based on the the decision of Gasabo Intermediate Court which decided with merit about the divorce but it did not decide about the sharing of the spouses' properties basing on the community property regime, this is contrary to the provision of the Law No 22/99 of 12/11/1999 completing Book One of civil code and instituting part five regarding matrimonial regimes, liberalities and successions. [12] The office of Ombudsman after assessment of the claim it received, it found that the judgment RCA 0127/12/TGI/GSBO aforementioned is vitiated with injustice because Ranghella Giussepe and Uwamwezi Joséphine were married under the community property regime, at time of deciding about divorce, the Court did not share neither their properties nor their loans as it is provided by article 24 of the Law N° 22/99 of 12/11/1999 aforementioned, whereas they did not reverse their matrimonial regime, it stated also that the Court decided the case basing on the sharing contract whereas it does not replace the community regime under which they are married, it requested

the President of the Supreme Court to review the case due to injustice, the latter decided to review the case too, so that the Court can analyse the injustice which vitiates it. [13] The hearing of the case happened in public on 26/09/2017, Uwamwezi Joséphine represented by Counsel Ndagijimana Emmanuel, whereas Ranghella Giuseppe is represented by Counsel Nkurunziza François Xavier, the latter raised the objection of inadmissibility of the claim because there is a case RC 0180/08/TGI/GSBO which acquired res judicata principle and which sustained the sharing contract between Uwamwezi Joséphine and Ranghella made on 06/07/2007 (contrat de partage), he states that in sharing the properties of the spouses none Law was disregarded, thus Uwamwezi Joséphine who filed a claim for injustice does not have interests in the case. [14] The Court decided that the objection will be analysed together with the case in merit, basing on the provision of article 78 paragraph 4 of the Law N° 21/2012 of 14/06/2012 relating to the civil, commercial, labour and administrative procedure. [15] The Court continued with the hearing, but in the middle, it found necessary to look for further evidence and explanations before closing the hearing, it requested Counsel Ndagijimana Emmanuel to look for figures which indicate that there is balance which remained from the

Page 5

house sold for reimbursement of the loan taken by Uwamwezi Joséphine in Banque Rwandaise de développement (BRD), and he should also indicate personal accounts either of Uwamwezi Joséphine or for La Comète company, since the commencement of the case till now, whereas Counsel Nkurunziza François Xavier was ordered to indicate how the plot no 99 was registered on Ranghella Giuseppe's company namely SOGIS and the amount of money it costed.; to produce the deed of the houses located in Belgium and in Roma and their property valuer report « expertises » he should also indicate the accounts statement either of Ranghella Giuseppe or of SOGIS since two years from the adjudication of the case which is vitiated by injustice. The Court ordered also both parties to the case to insert in the case file all copies of the judgment they referred to, and all relevant evidence which they find useful to the Court. [16] All these reasons led the Court to postpone the hearing of the case for the first time on 05/12/2017, then for the second time on 06/02/2018, that day parties appeared before the Court represented as before, the case was adjudicated and closed, its pronouncement was scheduled on 16/03/2018. [17] In its deliberation to decide upon the case, the Court found it necessary to look for further explanations about the movable and immovable properties of parties to the case, it ordered consequently parties to the case the following:

1. Ranghella Giuseppe has to produce before the Court, in written, SOGIS Ltd's house located in plot no2603 in Kamonyi, which was acquired from selling price of the plot no 99/ Nyarugenge which became afterwards n° 778/Nyarugenge, and should also produce before the Court all documents related either to latter plot since its acquisition, or related to property transfer on it;

2. Ranghella Giuseppe has to produce before the Court the value for money for the shares he has in SOGIS Ltd company, movable and immovable properties of SOGIS Ltd company and their value for money.
3. Ranghella Giuseppe and Uwamwezi Joséphine have to produce before the Court, respectively, the value for money of the shares they have or they had in la Comète Company, movable and immovable properties of La Comète Company and its value, and they should indicate its bank accounts number and the available money on them.
4. Uwamwezi Joséphine must produce before the Court the case she stated that she lost against Kayitesi Monique which value is 120,000,000 Frw and the relationship between that case and the current case;
5. Uwamwezi Joséphine must produce before the Court the value of the loan which she stated that, it is evidenced by the Court cases she lost before the Supreme Court, and its relationship with this case;
6. Ranghella Giuseppe and Uwamwezi Joséphine have to produce before the Court the amount of the money they have in Rwandan banks and abroad, they should also indicate accounts number and money deposited on them;
7. Ranghella Giuseppe and Uwamwezi Joséphine have to produce before the Court, respectively how the Concession Carlo Mo mentioned in this case (Giti cy'inyoni) is managed.

Page 6

[18] On 09/04/2018 counsel Nkurunziza François Xavier who represents Ranghella Giuseppe produced a document containing explanations about properties, then on 12/04/2018, Counsel Ndagijimana Emmanuel who represents Uwamwezi Joséphine also provided explanations regarding those properties, and had a say about explanations provided by Counsel Nkurunziza François Xavier who represents Ranghella Giuseppe. [19] The hearing resumed again on 17/04/ 2018 as it was scheduled in interlocutory judgment on 16/03/2018, that day Counsel Ndagijimana Emmanuel who represents Uwamwezi Josephine appeared before the Court, Counsel Nkurunziza François Xavier who represents Ranghella Giuseppe appeared as well, the case was adjudicated and closed, the pronouncement was scheduled on 01/06/2018. ANALYSIS OF LEGAL ISSUES

- a. Whether the objection raised by Ranghella Giuseppe of inadmissibility of Uwamwezi Joséphine's claim to review the case RCA 0127/12/TGI/GSBO due to injustice has merit [20] The counsel for Ranghella Giuseppe states that the claim of injustice filed by Uwamwezi Joséphine is inadmissible because she cannot indicate where the Court erred in Law in judgment RCA 0127/12/TGI/GSBO for which she applied for review due to injustice. He explains that the issue of property sharing couldn't be submitted to Court again, because it was analysed in cases RCA 0180/08/TGI/GSBO, RC 0422/10/TB/KCY and RCA 0127/12/TGI/

GSBO, and sustained the sharing contract made on 06/07/2007 (contrat de partage), he finds that Uwamwezi Joséphine cannot refer to this as injustice because the case RCA 0180/08/TGI/GSBO rendered by Gasabo Intermediate Court decided at last instance that the sharing contract (contrat de partage) must be enforced, and acquired res judicata principle because there is no another case law which reversed it. [21] The Counsel for Ranghella Giuseppe argues that the statement of Uwamwezi Joséphine is without merit that she does not recognize the sharing contract (contrat de partage) pretending that she signed it ignoring its content as she does not master French, because she does not indicate where that contract infringed her or where it contradicted the Law, furthermore, that contract provides in article 5 that any disputes should be resolved through arbitration, thus, this arbitration procedure has never been applied to declare void that contract. [22] The Counsel for Ranghella Giuseppe states that he admits that a case rendered at last instance can be reviewed, however he finds that there was no Law disregarded, because as he aforementioned, other Courts decided upon the issue of Ranguella Giuseppe and Uwamwezi Joséphine's properties definitively, he finds then that there is no injustice in case Law applied for review, whereas upon the sharing issue, there is a decision taken and which acquired res judicata principle. [23] The Counsel for Uwamwezi Joséphine for his rebuttal about the objection, he states that the judgment rendered for the last instance, which is subject for review due to injustice is the judgment RCA 0127/12/TGI/GSBO, which decided upon divorce as well between Ranguella Giuseppe and his wife Uwamwezi Joséphine, it found that the issue of sharing the properties was

Page 7

resolved in judgment RCA 0180/08/TGI/GSBO which acquired res judicata principle as stated by the counsel for Ranghella Giuseppe, it was decided in the latter judgment to sustain the sharing contract (contrat de partage) of 07/06/2007, however this is the source of injustice for Uwamwezi Joséphine, that injustice was found by the Office of the Ombudsman because that case did not divide the spouses' properties equally either movable or immovable and even loans they have, whereas they are married under community property regime, this is contrary to article 24 of the Law N° of 12/11/1999 completing Book One of Civil Code and instituting Part Five relating to matrimonial regime, liberalities and successions and article 3 of the same Law, which provides that the regime of community of property is a contract by which the spouses opt for a marriage settlement based on joint ownership of all their property-movable as well as immovable and their present and future charges. Even the article 4 of the same Law which provides that in the event the regime of community of property is altered in accordance with article 19 of the Law aforementioned, the spouses shall equally share the assets and liabilities of the common property. [24] The counsel for Uwamwezi Joséphine concludes by stating that there is no grounds to reject Uwamwezi Joséphine's claim for injustice whereas the injustice has been identified by the Office of Ombudsman, thus, the objection raised by the counsel for Ranghella Giuseppe must be rejected, mostly because he mentions the case RCA 0180/08/TGI/GSBO which acquired res judicata principle, but that case did not decide upon divorce, it decided even that the

management of matrimonial regime of the spouses should remain community property.

DETERMINATION OF THE COURT [25] Article 33, of the Organic Law N° 03/2012/OL of 13/06/2012 determining the organization, functioning and jurisdiction of the Supreme Court provides that “The Supreme Court may undertake a review due to injustice on final judgements rendered by the Supreme Court itself or other courts, basing on the provisions of this Organic Law”. [26] Article 78 of the Organic Law N° 03/2012/OL aforementioned provides that:” the Supreme Court shall have exclusive jurisdiction over applications for review of final decisions due to injustice upon approval of the President of the Supreme Court.” [27] Article 79 of the Law N° 03/2012/OL aforementioned provides that “The Office of the Ombudsman shall be the competent organ to petition the Supreme Court over application for review of a final decision due to injustice. When the Office of the Ombudsman finds that the decision handed down is unjust, it shall send to the President of the Supreme Court a letter accompanied by a report on the issue and evidence of such injustice and request to re-adjudicate the case. Application for review of a final decision due to injustice shall not be subject to screening”. [28] Article 80 of the Organic Law N° 03/2012/OL aforementioned provides that “After considering the report of the General Inspectorate of Courts, the President of the Supreme Court shall decide that the case be re-adjudicated, he/she shall send the file to the Chief Registrar of the Supreme Court for recording it in the relevant registry, and he/she shall set the date of hearing and determine the bench. He/she shall also designate from among the members of the bench a judge rapporteur”.

Page 8

[29] Article 81 of the same Organic Law N° 03/2012/OL of 13/06/2012 provides in the paragraph 2 that “However, the party entitled to other ordinary and extraordinary procedures to appeal who did not exercise this right within the time limit prescribed by law shall not be entitled to invoke the provisions of this Section to apply for review of a decision of the case he/she lost”. [30] As regarding to grounds for inadmissibility of the claim, article 77, paragraph 4, of the Law N° 21/2012 of 14/06/2012 relating to the the civil, commercial, labour and administrative procedure provides that “The reason for the inadmissibility of a claim is any argument requesting for inadmissibility of a claim without being considered on merit such as not having the status, capacity, and interest to file a claim, prescription of the claim, expiry of the prescribed period to file a claim, a decided case or non payment of court fees”. [31] As regarding to the case which acquired res judicata principle, article 11 of the Law No21/2012 of 14/06/2012 afore mentioned provides that “A case that was definitively decided and of which the possibility to be reviewed due to a decision tainted with injustice is exhausted cannot be summoned again for the same facts and between the same parties pleading the same subject matter”. [32] As aforementioned, the case file indicates that after the Intermediate Court of Gasabo by the case RCA 0127/12/TGI/GSBO rendered on 27/01/2014, it decided that Uwamwezi Joséphine is divorced to her husband Ranguella Giuseppe, whereas the sharing contract concluded on 07/06/2007 shall apply regarding properties, because it is a contract made between both parties and was never declared void, as the case RC 0180/08/TGI/GSBO motivated, Uwamwezi Joséphine filed a claim to office of Ombudsman stating that

she suffered injustice in case RCA 0127/12/TGI/GSBO, because it did not divide her and her husband properties equally, the office of Ombudsman found that the case RCA 0127/12/TGI/GSBO is vitiated by injustice, then it requested the President of the Supreme Court to review that case, the President of the Supreme Court also ordered to hear the case review to analyse the injustice it contains. [33] Though it is clear that, the case RC 0180/08/TGI/GSBO rendered on 07/08/2009 by Gasabo Intermediate Court at last instance, because neither Uwamwezi Joséphine nor Ranguella Giuseppe did not apply any appeal procedure either ordinary or extra ordinary, to reverse the decision in that case Law as provided by article 81, paragraph 2 of the Organic Law N° 03/2012/OL of 13/06/2012 determining the organization, functioning and jurisdiction of the Supreme Court, the Court basing on the provisions of article 78, 79, 80, and 81 of that Law aforementioned, the Office of the Ombudsman found injustice in the case RCA 0127/12/TGI/GSBO, thus, if there is case RC 0180/08/TGI/GSBO rendered on 07/08/2009 by Gasabo Intermediate Court, which the counsel for Ranguella Giuseppe referred to as acquired res judicata principle because none appealed for it, is groundless to declare the claim against the case RCA 0127/12/TGI/GSBO inadmissible, rather it must be considered as a defence argument of Ranguella Giuseppe with regarding to injustice which Uwamwezi Joséphine pretended to suffer from. [34] Basing on motivations above provided, the Court finds the objection of inadmissibility of Uwamwezi Joséphine's claim for review the case RCA 0127/12/TGI/GSBO due to injustice raised by Ranguella Giuseppe lacks merit.

Page 9

- b. Whether Ranguella Giuseppe and Uwamwezi Joséphine have to share equally their properties regardless their sharing contract (contrat de partage) [35] The counsel for Uwamwezi Joséphine states that the injustice suffered by his client from the judgment RCA 0127/12/TGI/GSBO which is under review due to injustice resides in the fact that the Court decided upon the divorce between Ranguella Giuseppe and Uwamwezi Joséphine, however, it decided that the issue of sharing the properties was answered by the judgment RCA 0180/08/TGI/GSBO which acquired res judicata principle, it decided also to sustain the sharing contract of 07/06/2007, instead of sharing their movable and immovable properties equally including their loans whereas they are married under community property regime, this contrary to the Law N° 22/99 of 12/11/1999 completing Book One of Civil Code and instituting part five relating to matrimonial regime, liberalities and successions. [36] The counsel for Uwamwezi Joséphine continue stating that the decision of the judge in judgment RCA 0127/12/TGI/GSBO under review due to injustice is erroneous that there is another judgment RCA 0180/08/TGI/GSBO which acquired res judicata principle about the sharing of the properties, because that judgment is not the one which decides upon divorce, also it did not decide that the management of the spouses' properties remain the community property regime. [37] In his rebuttal, the counsel for Ranguella Giuseppe, states that the judgment RCA 0127/12/TGI/GSBO which Uwamwezi Joséphine states that it contains injustice, it did not contradict the Law anyway by deciding that the property issue between spouses was resolved in judgment RCA 0180/08/TGI/GSBO which acquired res judicata principle, he finds

that the issue of property sharing would not be brought afresh in Court, because it was analysed in all previous judgments to the judgment RCA 0127/12/TGI/GSBO, the last judgment is RCA 0180/08/TGI/GSBO, the latter sustained the contract of 06/07/2007 of sharing properties (contrat de partage), he finds then that, the statement of Uwamwezi Joséphine that she suffered injustice in judgment RCA 0127/12/TGI/GSBO is without merit, as long as there is no judgment which quashed the judgment RCA 0180/08/TGI/GSBO. [38] The counsel for Ranghella Giuseppe continues stating that, is without merit the statement of Uwamwezi Joséphine that she does not recognize the sharing contract (contrat de partage) because she signed it ignoring its content as she does not know French, because she does not indicate where that contract caused her injustice or where it contradicts the Law, furthermore, article 5 of that contract provides that any dispute will be resolved through arbitration, the latter procedure has never been applied so that it could had declared that contract void. 2 It was stated in paragraph 33 of the judgment RCA0180/08/TGI/GSBO, which is stated that: “article 24 of the Law n°22/99 of 12/11/1999 [...] completing book one of civil code and instituting part five relating to matriomonal regime, liberalties and succession provides that “The regime of community of property and that of limited community of acquests shall be dissolved by: divorce; legal separation; modification of the marital regime. Thus as long as Uwamwezi and Langhela have not apply before the civil status officer for modification of their marital regime, though they have signed a contract which indicates how they shared their properties, community property agreed upon during marriage remain valid”.

Page 10

[39] The counsel for Ranghella Giuseppe concludes by stating that he agrees that a judgment rendered at last instace can be reviewed, however he finds that there was no Law disregarded, because as he stated above, there are Courts which resolved definitively the issue of properties under adjudication between Ranguella Giuseppe and Uwamwezi Joséphine. DETERMINATION OF THE COURT [40] Article 19 of the Law N° 22/99 of 12/11/1999 completing Book One of Civil Code and instituting part five relating to matriomonal regime, liberalties and succession provides that: “On application by the spouses or by one spouse during the marriage, thematrimonial regime may be modified. The applicant has to prove that modification is required in the interest of the household or by a significant change that has occurred in the situation of the spouses or of one spouse. The request shall be submitted under summary procedure before the Court of First Instance of the place of residence of the spouses. In case the request is dismissed by a final decision, no other such request may be made, but only two years after this decision, and basing on new evidence”. [41] Article 24 of the Law N° 22/99 of 12/11/1999 aforementioned states that: “The regime of community of property and that of limited community of acquests shall be dissolved by divorce; legal separation; modification of the marital regime. In case of dissolution of the community, spouses shall share common assets and liabilities”. [42] The case file indicates that before Ranguella Giuseppe and Uwamwezi Joséphine were given

divorce in judgment RC 0422/10/TN/KCY rendered by Kacyiru Primary Court on 13/02/2012, that divorce was confirmed by Gasabo Intermediate Court in judgment RCA 0127/12/TGI/GSBO rendered on 27/01/2014, they had a contract titled sharing contract (contrat de partage) concluded on 07/06/2007 drafted in French, whose content is as follows: Article 1 : Les soussignés se conviennent d'une façon de partager les biens en commun de la manière suivante:

- a. Les biens suivants reviennent à Mme Uwamwezi Joséphine : Maison d'habitation parcelle no 736 Kacyiru ;
 1. Immeuble ex Eden Garden parcelle no 533 à Nyarugenge ;
 2. Parcelle (marché) no 2270 à Nyarugenge ;
 3. Société la COMETE S.A.R.L;
 4. Gestion Concession Carlo Mo (Giti cy'inyoni) à 90% ;
 5. Maison de Bruxelles sise 22, Rue de la Sympathie (Anderleckt) à 50% ;
- b. Les biens suivants reviennent à Monsieur Ranguella Giuseppe :
 7. Immeuble sis dans la parcelle n° 99 à Nyarugenge ;
 8. La Société SOGIS S.A.R.L;
 9. Gestion Concession Carlo Mo (Giti cy'inyoni) à 10% ;
 10. Maison de Bruxelles sise 22, Rue de la Sympathie (Anderleckt) à 50% ;

Page 11

Article 2 : Concernant le crédit de la BRD sur Mme Uwamwezi Joséphine, la partie Ranguella Giuseppe accepte de payer les intérêts encourus jusqu'à concurrence de 30.000.000 Frw par chèque de Fina Bank dont le présent contrat constitue bonne et valable quittance. Article 3 : Mme Uwamwezi Joséphine reconnaît par la présente convention de partage qu'elle reste seule responsable des engagements pris à la BRD en relation avec l'immeuble sis dans la parcelle no 533, étant donné qu'elle est unique propriétaire. Article 4 : Les parties s'engagent d'informer la BRD du retrait de la caution solidaire de Monsieur Ranguella Giuseppe sur le crédit octroyé à Mme Uwamwezi Joséphine, étant donné qu'elle était donnée en sa qualité de co-propriétaire des biens donnés en garantie avant la convention. En cas de refus du retrait de cette caution par la Banque, les parties trouveront une solution d'apurement de ce crédit par la réalisation des biens donnés en garantie. Article 5 : En cas de litige ... ». [43] The case file indicates that the concerned contract intitled sharing contract (contrat de partage) of 07/06/2007 confirmed by the judgments (RC 0422/10/TN/KCY and RC 0127/12/TGI/GSBO) should be applied between Ranguella Giuseppe and Uwamwezi Joséphine with regarding to the sharing of community properties because it was concluded between the concerned parties and the sharing contract (contrat de partage) has never been declared void as motivated by the judgment RC 0180/08/TGI/GSBO. [44] The analyse of the

judgment RC 0180/08/TGI/GSBO aforementioned, which referred to by the counsel for Ranghela as acquired res judicata principle withregarding to the sharing contract (contrat de partage) of 07/06/2007, it indicates that, though the Intermediate Court of Gasabo decided in paragraph 37 to sustain the sharing contract of 07/06/2007, but in paragraph 33 of that judgment (RCA 0180/08/TGI/GSBO), it motivated that “as long as Uwamwezi Joséphine and Ranghela did not apply before the Civil Registartion Officer to change their matrimonial regime, their community regime prevails”, this is based on article 24 of the Law in case of divorce of the spouses N°22/99 of 12/11/1999 [...] instituting part five relating to matriomonial regime, liberalties and succession provides that “The regime of community of property and that of limited community of acquests shall be dissolved by: divorce; legal separation; modification of the marital regime”, this suggests that the Court had sustained the application of that decision, in case of divorce of the spouses, this suggests then that, its decision to sustain the sharin contract (contrat de partage) of 07/06/2007, is contrary to its findings which is also provided by article 24 of the Law N°22/99 of 12/11/1999 on which the Court based. [45] The Court finds then that, in the judgment RCA 0127/12/TGI/GSBO for which Uwamwezi Joséphine applied for review due to injustice, Gasabo Intermediate Court decided that the issue of sharing contract (contrat de partage) of 07/06/2007 was definitely resolved in

Page 12

judgment RCA 0180/08/TGI/GSBO which acquired res judicata principle, as Counsel Nkurunziza François Xavier who represents Ranghella Giuseppe argues, it is not true because as aforementioned , the Court indicated in paragraph 33 of the conerned judgment RCA 0180/08/TGI/GSBO, that the community property regime remains applicable between spouses as long as they are not yet divorced, this suggests that basing on article 24 of the law N°22/99 of 12/11/1999 aforementioned, if community property regime ends due to divorce, in that case the spouses have to share equally common loans and properties, thus, the sharing of the properties as provided in sharing contract (contrat de partage)of 07/06/2007, is without merit because it is contrary to Law, mostly because that sharing contract was not aimed at modifying the matrimonial regime into force between Uwamwezi Joséphine and Ranghella Giuseppe: community property, because that is done by reference to article 19 of the Law N° 22/99 of 12/11/1999 aforementioned. [46] Basing on legal provisions and motivations above, for the judgment RCA 0127/12/TGI/GSBO rendered by Gasabo Intermediate Court rejected the equal sharing of the common properties and loans between Ranghella Giuseppe and Uwamwezi, rather it sustained the sharing contract (contrat de partage) of 07/06/2007, the Court finds that judgment caused injustice obviously every party to the case, Uwamwezi Joséphine who filed a claim against it, because the issue of sharing contract (contrat de partage) did not acquireres judicata principle (autorité de la chose jugée) as aforemotivated. [47] The Court finds then that, in order to remove the injustice contained in judgment RC 0127/12/TGI/GSBO, the decision taken in that judgment with regarding the the sharing of the properties of the spouses (community property), has to be reversed, and decide that the divorce between spouses married under the latter regime, have to share equally all their properties, including loans assets and liabilities (actif et passif), as

provided by article 24 of the Law N°22/99 of 12/11/1999 aforementioned.

- c. to know which properties to be shared between Ranghella Giuseppe and Uwamwezi Joséphine [48] Counsel Ndagijimana Emmanuel, who represents Uwamwezi Joséphine, in his submissions, even in his letter of 29/01/2018 submitted to the Court with the evidence it requested during the hearing of 08/02/2018, together with the explanations he provided during the same hearing and that one of 17/04/2018, he states that community properties and loans Ranghella Giuseppe and Uwamwezi Joséphine had as spouses married under community property regime which they have to share is composed of immovable, movable property and debts. [49] With regarding the immovable property, Counsel Ndagijimana Emmanuel states that is composed of: A. Immovable property
1. The house located in plot No533 Nyarugenge (whose value is 395,000,000 Frw) sold in public auction for 301,000,000 Frw, to pay BRD's loan, it was bought by Nduwumwami Victor;

Page 13

2. The plot n° 2270 Nyarugenge within which a market is constructed, also sold in public auction to pay BRD's loan ; Counsel Ndagijimana Emmanuel explains that in his letter dated 29/01/2018 aforementioned that, the houses located in both plots of Ranghella Giuseppe and Uwamwezi Joséphine were sold on 22/11/2012 for 610,622,000 Frw to pay BRD's loan, and after payment, Uwamwezi Joséphine was refunded 65,926,589Frw, which she admits to share with Ranghella Giuseppe, each should take a half of it equivalent to 33,790,794Frw.
3. The house located in plot n° 99 Nyarugenge, which became plot n° 778 Nyarugenge, and was sold where by the product of sale, was used to buy another house at Kamonyi, located in plot n° 2603; Counsel Ndagijimana Emmanuel explains in his letter dated 29/01/2018 aforementioned, that the concerned house is valued at 571,262,000 Frw based on the property valuer report submitted to Court, however, that house was registered on Ranghella Giuseppe, the latter transferred the ownership to SOGIS Ltd Company, then he sold it to Rugenera Marc in 2014, the product of the sale, Ranghella Giuseppe used it to buy another house in Kamonyi located in plot n° 2603, which he kept on registering it on SOGIS Ltd Company, legally represented by Ranghella Giuseppe and his daughter, Ranghella Giuseppe has 99, 03% shares whereas his daughter has 0,07%, he finds also that the selling contract of the house n° 778 Nyarugenge which Ranghella Giuseppe indicates that it was sold to Rugenera Marc for 120,000,000frw is forgery, because it does not reflect its real value of 571,262,000Frw aforementioned basing on the the property valuer report submitted to Court. Counsel Ndagijimana Emmanuel requests that the concerned house was unlawfully registered on SOGIS Ltd Company, because it was done basing on the unlawful sharing contract (contrat de partage), it should be sold and share both the selling price, basing on Ranghella Giuseppe's shares of 99,03% in that company. He adds that they don't recognize the buying contract of Rugenera Marc, reason why there is a Court case undergoing before the court.

4. a house located at Kacyiru in plot n° 736; destroyed for the construction of the road; Counsel Ndagijimana Emmanuel explains that Uwamwezi Joséphine was paid for that house 161,273,432 Frw, and is willing to share it with Ranghella Giuseppe, where by each will get a half equivalent to 80,636,716 Frw.
5. houses composed of 3 ware houses (dépôts) benefited from the management of Carlo Mo Concession (Gestion Concession Carlo Mo) (Giti cy'inyoni); Counsel Ndagijimana Emmanuel explains that, though in the document submitted to Court, he stated that those houses belong to Uwamwezi Joséphine, he finds that, they should not be included in immovable properties to share, because they belong to another person (Carlo Mo), he apologizes for the mistake available in the document just mentioned.
6. house located in Bruxelles in Belgium on street Sympothesie, n°.22, Anderlecht;

Page 14

7. house located in Roma in Italy Via Casali du Vallera n°18 Roma. [50] Regarding this issue of immovable property , the counsel for Ranghella Giuseppe argues that in his rebuttal submission, he stated that Uwamwezi Joséphine and Ranghella Giuseppe have no longer immovable properties, because the house located at Kacyiru in plot n° 533 was destroyed by the construction of the road where by Uwamwezi Joséphine was paid money for expropriation, houses located in plot n° 2270 and 533 was auctioned to pay BRD's loan, Carlo Mo concession are not Uwamwezi Joséphine and Ranghella Giuseppe's properties, rather they are in charge of management, the house located in plot n° 2603 at Kamonyi, (it was bought with the money received after the selling of the plot n° 99 Nyarugenge which became plot n° 778 Nyarugenge) and is owned by SOGIS Ltd Company. [51] The counsel for Ranghella Giuseppe states that, the house located in Bruxelles, both parties agreed to share it for 50%, whereas the house located in Roma cannot be divided because the succession is not yet opened, he finds then that, as long as the issue of succession stands, there are challenges to share it. B. Movable property [52] With regarding movable property, Counsel Ndagijimana Emmanuel who represents Uwamwezi Joséphine states that it is composed with the following:
 1. Money deposited on bank accounts in bank of Kigali and in Europe, but it is unknown to Uwamwezi Joséphine because it is deposited on her husband's account, the Court should order to produce the bank statements particularly those of I&M Bank.
 2. The balance of 65,926,589Frw, remained on houses sold to pay loans, as aforementioned, Uwamwezi Joséphine agrees to share with Ranghella Giuseppe;
 3. Money equivalent to 161,273,432Frw, received by Uwamwezi Joséphine from the house located in plot n° 736 in Kacyiru which she agrees to share with Ranghella Giuseppe as well, where by each will get a half equivalent to 80,636,716 Frw.

4. A vehicle owned by SOGIS Ltd Company, which is no longer available. [53] During the hearing of 17/04/2018, Counsel Ndagijimana Emmanuel who represents Uwamwezi Joséphine adds that his client gave him a bank statement (extrait bancaire) of bank of Kigali which indicates that on 29/01/2018, Uwamwezi Joséphine had on her account 182,000,000Frw composed of the balance she was refunded and money from expropriation. Whereas Uwamwezi Joséphine states that after withdrawing some money, she remains with 253,000,000Frw. [54] With regarding La Comete Company, Counsel Ndagijimana Emmanuel the counsel for Uwamwezi Joséphine states that, the concerned company, which does no longer exist, is insolvent, Uwamwezi Joséphine was audited (constat de stock mort), even the house in which it was operating was auctioned as indicated by the statement of auction submitted to Court, money equivalent to 14,000,000Frw which that company had on account was taken by Rwanda Revenue Authority.

Page 15

- [55] With regarding this issue of movable property, the counsel for Ranghella Giuseppe states that in his rebuttal submission, he indicated that he cannot know the money which was on bank accounts of Kigali and Europe as Ranghella is hospitalized in Italy, however Uwamwezi Joséphine who mentions it, has no evidence for it, as she has no access to Ranghella Giuseppe's accounts. [56] The counsel for Ranghella Giuseppe continues stating that Ranghella Giuseppe should be sharing his shares in SOGIS Company with Uwamwezi Joséphine, because the company itself cannot be divided, this also applies for shares in La Comete Company as well as it cannot be divided too, Uwamwezi Joséphine has to be ordered by the Court to indicate her shares in La Comete Company. During the hearing of 17 /04/2018, he added that if the Court decides that Uwamwezi Joséphine has to share with her husband Ranghella Giuseppe, in that case, he does not agree with the statement of Uwamwezi Joséphine's counsel that La Comete Company is insolvent and has no property, because if it was true, it could not have been listed among the properties available in sharing contract (contrat de partage), furthermore it has never written off in books of commerce, even auctioning the house does not mean that La Comete Company does not have other properties, if they cannot indicate the location of merchandise and other equipment. [57] He states also that, he does not agree with the statement of Uwamwezi Joséphine that she has 253,000,000 Frw, because that amount is what is available on Bank of Kigali account, whereas she is hiding money on other accounts. C. Debts [58] With regarding Ranghella Giuseppe and Uwamwezi Joséphine's debts which they have to share,
1. The loan of BRD equivalent 363,757,476Frw indicated in judgment RCOM 0161/09/HCC-RCOM 0165/09/HCC;
 2. A loan equivalent to 120,000,000Frw consequent to the case she lost against Kayitesi Monique;

3. Other debts indicated in cases she lost before the Supreme Court. [59] Counsel Ndagijimana Emmanuel who represents Uwamwezi Joséphine, explains that the loan of 120,000,000Frw is a family loan, this is indicated by the fact that the person who bought the equipment did it while the spouses were still living together, it was thus the common business between both. during the hearing of 17/04/2018, he stated that, though he asked his client to bring all copies of judgments regarding those loans, he has never received them, except the copy of judgment of the High court case where Uwamwezi Joséphine was ordered to pay 120,000,000Frw. [60] With regarding to know the exact claim of Uwamwezi Joséphine whereby she is requesting to share the community properties she has with her husband, whereas she argues that she does not know the value of their common property, her Counsel Ndagijimana Emmanuel, states that, there are properties possessed by her husband but are unknown to her, however, if the Court decides upon that, their value can be revealed, this concern particularly the houses located

Page 16

in Roma and in Belgium, because none can conduct an expertise before this judgment is rendered and conduct Exequatur. [61] With regarding this issue of debts, the counsel for Ranghella Giuseppe argues that in Uwamwezi Joséphine's rebuttal submission, she has to indicate the evidence of BRD's loan which remains unpaid. He adds that the judgment of High Court aforementioned does not indicate Uwamwezi Joséphine's claim, he finds then that, it can not help the Court at all. DETERMINATION OF THE COURT [62] Article 24 of the Law N° 22/99 of the Law 12/11/1999 completing Book One of Civil Code and instituting part five relating to matrimonial regime, liberalities and succession provides that: "The regime of community of property and that of limited community of acquests shall be dissolved by: divorce; legal separation; modification of the marital regime. In case of dissolution of the community, spouses shall share common assets and liabilities". [63] Article 9 of the Law N° 21/2012 of 14/06/2012 relating to the civil, commercial, labour and administrative procedure provides that "Every plaintiff must prove a claim". [64] Basing on arguments of both parties, aforementioned, the Court finds that Uwamwezi Joséphine and Ranghella Giuseppe, have to share all common properties, basing on the provision of article 24 of the Law N° 22/99 of 12/11/1999 aforementioned, however they should share the properties indicated and evidenced before the Court as provided by article 9 of the Law N° 21/2012 of 14/06/2012 relating to the civil, commercial, labour and administrative procedure aforementioned. [65] Basing thus on motivations above, it is clear to Court that there is no longer immovable property available in Rwanda, because the house which was located at Kacyiru in plot 736 was destroyed by the construction of the road, Uwamwezi Joséphine was paid expropriation fee, houses located in plots n° 533 and n° 2270 were auctioned to pay BRD loan, "Mo Carlo concession" is not really Uwamwezi Joséphine and Ranghella Giuseppe's property as they both agree. [66] What is clear to Court again is that they remain with the house located in Kamonyi built in plot n° 2603, which was accounted among community property and was acquired from the sale's product of plot n° 99 Nyarugenge which was a common property between Uwamwezi Joséphine and Ranghella Giuseppe as spouses, even as the counsel for Uwamwezi Joséphine

recalled above, there is a Court case undergoing regarding the sale of that house located in plot n° 99 which became n° 778 Nyarugenge. [67] The Court finds that, as long as there is a Court case undergoing before the Court regarding the sale agreement of the house just mentioned, Ranghella Giuseppe and Uwamwezi Joséphine have to share equally, the value of money which will come out from the Court case of that house, if Uwamwezi Joséphine wins it. [68] With regarding the house located in Bruxelles in Belgium, the Court finds that both parties agreed to share it, each will get 50% of it.

Page 17

[69] Withr egarding the house located in Roma in Italy, the Court finds that Uwamwezi Joséphine does not produce evidence before the Court which poves that Ranghella Giussepe is the owner whereas the counsel for Ranghella Giussepe states that it is still under succession. [70] With regarding movable property, the Court finds that both parties agree before the Court that, they agree to share 65,926,589 Frw which is the balance from their houses located in plots n° 533 and n° 2270 auctioned to pay BRD's loan, both parties agree also to share money from expropriation of their house located in plots n° 736 in Kacyiru received by Uwamwezi Joséphine equivalent to 161,273.432 Frw, thus, all is amounting 227,200,021Frw, thus as Uwamwezi Joséphine who received all that money agrees to share it with Ranghella Giussepe, each will received a half of it equivalent to 113,600,011Frw. [71] With regarding other movable property composed of the money that Ranghella Giussepe may own, deposited on bank accounts in Rwanda or Europe as stated by Uwamwezi Joséphine, the Court finds that the latter, could not produce evidence that it can base on to divide the money which she even ignores, whereas the counsel for Ranghella Giussepe states that he could not know the amount of money kept by his client. [72] With regarding debts to be shared between both parties, the Court finds that Uwamwezi Joséphine is the one who mentions the BRD loan equivalent to 363,757,476 Frw available in judgment RCOM 0161/09/HCC-RCOM 0165/09/HCC, and the loan equivalent to 120,000,000 Frw from the Court case she lost against Kayitesi Monique, and even further loans indicated in cases she lost before the Supreme Court. [73] The Court finds rather that as aforementioned, BRD' s loan equivalent to 363,757,476 Frw indicated in judgment RCOM 0161/09/HCC-N° RCOM 0165/09/HCC, in relation to plots 533 and 2270 auctioned to pay BRD loan, and it was evidenced that BRD has been reimbursed, where by the balance after reimbursement equal to 65,926,589 Frw which both parties should share as aforementioned, this suggests that if they owned both those houses which were then auctioned, they both paid BRD loan reffered to in this case. [74] With regarding the loan of 120,000,000Frw stated by Uwamwezi Joséphine that is consequent to the Court case she lost agaist Kayitesi Monique, the Court finds without truth, the statement of her counsel that there is money won by Kayitesi Monique in judgment 0070/07/TGI/NYGE-RC 00754/07/TGI/NYGE, because the copy of judgment RCA 0040/09/HC/KIG-RCA 0047/09/HC/KIG rendered by the High Court, produced before the Court during the hearing of 17/04/2018, indicates that the claimants before Nyarugenge Intermediate Court in the judgment RC 0070/07/TGI/NYGE-RC 00754/07/TGI/NYGE aforementioned, are

Nshimiyimana Callixte and Uwantege Jeannine, they are the ones who were accusing Kayitesi Monique, they prayed the court to order for the enforcement of the selling contract of washing machine they had with Kayitesi Monique, someone else intervened voluntarily in that judgment namely Nyirandamira Valérie, whereas Uwamwezi Joséphine was forced to intervene, Kayitesi Monique and Uwamwezi Joséphine lost the case and appealed before the High Court. [75] Uwamwezi Joséphine being reluctant to submit the copy of judgment of the judgment RC 0070/07/TGI/NYGE-RC 00754/07/TGI/NYGE aforementioned, whereas she was asked to, during the hearing the of 26/09/2017, and even during the interlocutory judgment pronounced on

Page 18

16/03/2018, all these aimed to know the relation between that loan and the current judgment, the Court finds baseless to decide on that loan. [76] With regarding to other loans, Uwamwezi Joséphine states that they are evidenced by the judgments she lost before the Supreme Court, the Court finds as aforementioned, she did not produce before it a copy of judgment, it was thus unavailable to counsel for Ranghella Giuseppe to pleads on it, whereas she was asked to, during the hearing of wa 26/09/2017, even during the interlocutory judgment pronounced on 16/03/2018, and indicate the value of money which both parties have to share, and indicate the relation between those judgments and the current case, thus, the Court finds baseless to decide upon those other debts which are not clear about their link to this case. [77] Basing on motivations provided above and on legal provisions aforementioned, the Court finds Ranghella Giuseppe and Uwamwezi Joséphine's properties have to share equally basing on article 24 of the Law completing Book One of Civil Code and instituting part five relating to matriomonal regime, liberalties and succession the properties as follows:

1. shares of Ranghella Giuseppe in SOGIS Ltd Company equivalent to 99, 03%: Uwamwezi Joséphine and Ranghella Giuseppe have to share them, where by each will take the half of them equivalent to 49.50%; 2.a house located in Bruxelles in Belgium, they have to share it as they have agreed, each will get 50% of it.
3. Money equivalent to 65,926,589Frw which remained after the auction of their house located in plots n° 533 and n° 2270 for the reimbursement of BRD loan, each will take the half of it equivalent to 33,790,794 Frw
4. Money from expropriation of the house located in plot n° 736 in Kacyiru equivalent to 161,273,432 Frw, each will take the half of it equivalent to 80,636,716Frw. [78] The Court finds also that Ranghella Giuseppe and Uwamwezi Joséphine have to share equally, the value of money which will get out from the judgment related to the house located in plot n° 99 Nyarugenge, which became n° 778 Nyarugenge, which was sold and the product of sale was used to buy another house located in Kamonyi, in plot n° 2603, in event Uwamwezi Joséphine wins the case.

- d. Damages, procedural and Counsel fee requested in this case [79] The counsel for Uwamwezi Joséphine, states in his submission that, Ranghella Giuseppe has to be ordered to give him 10,000,000 Frw of moral damages, 1,000,000 Frw of procedural fee and 5,000,000 Frw of counsel fee. [80] Counsel for Ranghella Giuseppe in his rebuttal, states that, in his submission he requested rather that his client should be given by Uwamwezi Joséphine procedural fee and counsel fee equivalent to 1,000,000Frw. DETERMINATION OF THE COURT

Page 19

- [81] The Court finds without merit to award to parties money for moral damages, for procedural and counsel fee they request in this case, rather in the spirit of recalling the principle of sharing equally aforementioned, each has to bear the procedural fee for this case. III. DECISION OF THE COURT [82] Decides to reject the objection of inadmissibility of Uwamwezi Joséphine's claim aiming at review the case RCA 0127/12/TGI/GSBO due to injustice raised by Ranghella Giussepe; [83] Decides with merit Uwamwezi Joséphine's claim of review the case RCA 0127/12/TGI/GSBO due to injustice; [84] Decides that Ranghella Giussepe and Uwamwezi Joséphine have to share their properties equally as follows:
1. Shares of Ranghella Giussepe in SOGIS Ltd company equal to 99, 03%; Uwamwezi Joséphine and Ranghella Giussepe have to share them, where by each will take the half of them equivalent to 49.50%;
 2. A house located in Bruxelles in Belgium, they have to share it as they have agreed, each will get 50% of it;
 3. Money equivalent to 65,926,589Frw which remained after the auction of their house located in plots n° 533 and n° 2270 for the reimbursement of BRD loan, each will take the half of it equivalent to 33,790,794 Frw;
 4. Money from expropriation of the house located in plot n° 736 in Kacyiru equivalent to 161,273,432 Frw, each will take the half of it equivalent to 80,636,716Frw. [85] Decides that Ranghella Giussepe and Uwamwezi Joséphine have to share equally, the value of money which will get out from the judgment related to the house located in plot n° 99 Nyarugenge, which became n° 778 Nyarugenge, which was sold and the product of sale was used to buy another house located in Kamonyi, in plot n° 2603, in event Uwamwezi Joséphine wins the case; [86] Orders Ranghella Giussepe and Uwamwezi Joséphine to pay together Court fees related to this case equal to 100,000Frw, each of them will pay a half of it equivalent to 50,000Frw; [87] Decides that the decision of the judgment RCA 0180/08/TGI/GSBO rendered by Gasabo Intermediate Cou rt on 07/08/2009 and that of the judgment RCA 0127/12/TGI/GSBO rendered by Gasabo Intermediate Court on 27/01/2014 are reversed with regarding the sharing of the spouses' properties married under community property regime.

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