

UGANDA / JUDGMENT

Asindua v Nakafuuma and 5 Others (HCCS 23 of 2020) [2022] UGHCLD 239 (21 December 2022) [2022] UGHCLD 239

COURT

HC: Land Division (Uganda)

BEFORE

Basaza, J

CASE / FILE NUMBER

HCCS 23 of 2020

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THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA

[LAND DIVISION]

HCCS. NO. 023 OF 2020

MAHGOUB AMIN ASINDUA

PLAINTIFF

$\mathbf{V}$

- 1. ROSE NAKAFUUMA MUYIISA
- 2. JOHN C. MUYIISA
- 3. ELIAS TURINOMUHANGI
- 4. BULEGEYA JULIUS
- 5. STANBIC BANK UGANDA LTD
- 6. COMMISSIONER LAND REGISTRATION

DEFENDANTS

BEFORE: HON. LADY JUSTICE P. BASAZA – WASSWA**JUDGMENT**

Representation:

Mr. Buyinzika Allan for the Plaintiff.

Mr. Ssekitto Moses, Ms. Arinaitwe Sharon and Mr. Babu Hakim for the 6th Defendant.

None for the 1st, 2nd, 3rd, 4th or 5th Defendants.

Introduction:

[1] The Plaintiff; Mr. Asindua brought the present suit by ordinary plaint, in an action for alleged fraud against Ms. Nakafuuma Muiyisa and four (4) others; Mr. John

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C. Muiyisa, Mr. E. Turinomuhangi, Mr. Bulegeya Julius and M/s. Stanbic Bank Uganda Ltd.

- The sixth (6th) Defendant; the Commissioner Land Registration (the CLR), was out [2] of necessity, added by court as a co-defendant to the suit pursuant to Order 1 Rule 10 (2) of the CPR.
- [3] In his suit, Mr. Asindua seeks for a Declaration that the 1st and 2nd Defendants fraudulently and illegally procured a special certificate of title for the land comprised in **Kyadondo Block 236 Plot 2228 at Bweyogerere (hereinafter referred to as 'the suit land')**.

He also seeks *inter alia*; for an order cancelling the special certificate of title issued on June 19, 2018, and for the cancellation of the names thereon, and for general damages, interest and costs of the suit.

Background:

- [4] Before the commencement of the hearing of this suit, Mr. Asindua entered into two (2) separate partial consent Judgments; one with Mr. John C. Muiyisa; the 2nd Defendant, and the other with Stanbic Bank Uganda Ltd (the mortgagee Bank). The partial consent Judgments were entered by the Deputy Registrar of this court on March 5th and 22nd 2021 respectively.
- In the first partial consent judgment, Mr. John C. Muiyisa, conceded that the [5] special certificate of title to the suit land that was issued to him and his wife Ms. Nakafuuma (the 1st Defendant) in 2018, was obtained fraudulently and that the

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same should be cancelled. He also stated therein that his wife is since deceased. The duo also agreed that Mr. Asindua's suit against the 1st and 2nd Defendants was thereby amicably settled, and thus withdrawn.

- [6] In the second partial consent Judgment with the mortgagee bank, it was agreed that Mr. Asindua's suit against the bank was settled amicably, and withdrawn. The terms of which settlement were however not included in the consent.
- [7] Consequent upon the above consents, the Plaintiff's suit proceeded only against the 3rd, 4th and 6th Defendants. Mr. Turinomuhangi and Mr. Bulegeya (the 3rd and 4th Defendants) did not file a defence, and with the leave of court, this suit proceeded *ex-parte* against them.
- At the scheduling the following facts were agreed upon by Mr. Asindua and the [8] CLR,
- That Mr. Bulegeya Julius (the 4th Defendant) is the current registered proprietor of the suit land.
- That Mr. Bulegeya Julius obtained registration as proprietor on the ii) certificate of title to the suit land through a transfer from Mr. Turinomuhangi (the 3rd Defendant), which transfer was executed on December 12, 2018 and lodged on January 3, 2019.
- That Mr. Turinomuhangi (the 3rd Defendant) obtained his registration on iii) the certificate of title to the suit land through a transfer from the 1st and

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2nd Defendants which transfer was executed on December 22, 2010 and lodged on November 14, 2018.

- (iv) That Stanbic Bank Uganda Ltd registered a Mortgage as an encumbrance on the certificate of title of the suit land on February 21, 2008
- That the 1st and 2nd Defendants applied for a special certificate of title on \$V\$ February 7, 2018 and the same was issued on June 19, 2018.

The Plaintiff's case against the 3rd & 4th Defendants:

- [9] The allegations in the plaint against Mr. Turinomuhangi and Mr. Bulegeya are;
- That the duo fraudulently got registered on the suit land. i)
- That the duo failed or neglected to carry out due diligence before ii) effecting registration on the suit land.

- That the duo neglected or failed to physically inspect the suit land to \$iii)\$ ascertain that he (Asindua) was in possession thereof.
- That Mr. Bulegeya undervalued the suit land intentionally to deprive \$iV\$) Government of its revenue and he (Asindua) of his interest in the suit land.
- That the duo neither have legal, nor equitable, interests in the suit land \$\vee\$)

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The 3rd & 4th Defendants' case:

\$[10]\$ As already pointed out, this case proceeded *ex-parte* against Mr. Turinomuhangi and Mr. Bulegeya, who did not file a defence, pursuant to Order 9 Rules 10 and 11 (2) of the CPR.

The 6th Defendant's case:

- The Commissioner Land Registration (CLR) contends; \$[11]\$
- \$i)\$ That Mr. Asindua has no reasonable claim against the CLR.
- \$ii)\$ That the CLR rightly followed due process when it carried out all transactions and its duties, whilst effecting transactions on the suit title.

Issues:

- The issues for determination are; \$[12]\$
- Whether the Plaintiff is the lawful and *bona fide* owner of the suit land? \$1.\$
- Whether the 3rd & 4th Defendants fraudulently obtained their registration \$2.\$ on the certificate of title to the suit land?
- \$3.\$ Whether there are any remedies available to the parties?

Determination of issues:

Issues Nos. 1 & 2 (jointly):

Whether the Plaintiff is the lawful and *bona fide* owner of the suit land?

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Whether the 3rd & 4th Defendants fraudulently obtained their registration on the certificate of title to the suit land?

- \$[13]\$ The sole witness in this case was the Plaintiff; Mr. Asindua (PW1). The CLR did not call any witness. The full testimony of Mr. Asindua (PW1) is on the court record. In this Judgment only the relevant portion of PW1's testimony has been referred to.

- \$[14]\$ He (PW1) testified that he is the rightful owner of the suit land having purchased it from the mortgagee bank through M/s Armstrong Auctioneers vide a sale agreement (EXH P.1) and a transfer deed (EXh P. 2) both dated July 2009.
- \$[15]\$ He stated that the mortgagors; Rose Nakafuuma Muiyisa and John C. Muiyisa (the 1st and 2nd Defendants) defaulted on the loan terms and the bank realized the security they had pledged to it by the sale thereof to him (PW1). That the Bank handed over to him the duplicate certificate of title (EXH P. 3) on July 29, 2009 and that ever since then, he has had physical possession thereof to - date.
- \$[16]\$ That upon starting the process of transferring the suit land into his names, he carried out a search at the zonal lands office in Wakiso, and as per the search statement dated June 27, 2019 (EXH. P4) and a copy of the white page (EXH P5), he discovered that the suit land had been transferred, without his consent and authority, into the names of Turinomuhangi Elias on November 14, 2018.

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That although the \$1st and \$2nd Defendants executed the transfer deed (EXH. P. 6) to Turinomuhangi Elias (the 3rd Defendant) on December 22nd 2010, the latter lodged the transfer deed in the land office on November 14, 2018.

- \$[17]\$ That on further inquiry, he discovered that Ms. Rose Nakafuuma Muiyisa and Mr. John C. Muiyisa had applied for and obtained a special certificate of title to the suit land on February 7, 2018 on the basis of an application (EXH. P7) and a statutory declaration (EXH. P.8) to the effect that they had lost the duplicate certificate of title while allegedly shifting from their home in Bweyogerere, well aware that they had deposited the same with the bank as security for a loan in 2008.
- That the Bank's mortgage was cancelled on the basis of a forged Release of \$[18]\$ mortgage and further charge dated March 4, 2008 (EXH. P.12) as per a copy of the white page (EXH. P. 13).
- That by its letter dated December 12th 2019 (EXH. P. 14), the bank denied ever \$[19]\$ having issued the said release of mortgage in favour of the 1st and 2nd Defendants.
- That Turinomuhangi Elias transferred the suit land to Mr. Bulegeya Julius vide [20] transfer form dated December 12, 2018 (EXHs P. 15), and the latter got registered thereon on January 4, 2019 as per the white page (EXH P. 16), without his (PW1's) consent and authority.

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That the 3rd & 4th Defendants never carried out due diligence on the suit land, [21] and intended to defeat his (PW1's) title.

Submissions of Counsel on issues Nos. 1 & 2:

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- It was only Mr. Buyinzika Allan; learned Counsel for the Plaintiff, who filed written [22] submissions. The CLR did not file any. Mr. Buyinzika argued;
- \$i)\$ That Mr. Asindua is the lawful owner of the suit land. That he purchased the suit land in good faith from the bank on July 20, 2009, as per EXH. P.1. That the transfer of the suit land (EXH P. 2) was duly executed and Mr. Asindua was handed over the certificate of title (EXH. P. 3) and has since had physical possession, to-date.
- That the 3rd and 4th Defendants; Mr. Turinomuhangi and Mr. Bulegeya ii) fraudulently obtained registration of their names on the certificate of title to the suit land. That they had constructive notice of Mr. Asindua's interest in the suit land, yet continued to deal in the certificate of title with intent of deprive Mr. Asindua of his lawful interest. That they (the 3rd and 4th Defendants) ought to have physically inspected the suit land, and had they done so, they would have found Mr. Asindua in possession. That by virtue of section 77 of the RTA, their title is void and ought to be cancelled.
- That the CLR (the 6th Defendant), was careless / negligent when he failed iii) to verify the release of mortgage (EXH. P.12), and when he issued a special

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certificate of title to Ms. Nakafuuma and Mr. Muiyisa, making his actions fraudulent.

- [23] For his propositions, learned Counsel relied on **Sections 59 & 77 of the RTA**, and on the decisions in;
- Rosemary Nabukenya v Bwogi Abdul¹. \$i)\$
- Mudiima Issa & 5 Ors v Elly Kayanja & 2 Ors² \$ii)\$
- J. W. R Kazzora v M. L. S. Rukuba³ iii)
- Katarikawe v Katwiremu & Anor⁴ \$iv)\$

Analysis by this Court:

The uncontested evidence before me shows that indeed Mr. Asindua purchased [24] the suit land from M/s Stanbic Bank Uganda Ltd (the mortgagee Bank) as per EXHs. P. 1 & P. 2. The evidence also shows that he neither registered his said interest on the certificate of title to the suit land, nor did he lodge a caveat thereon.

According to his (PW1's) evidence, it is not until he embarked on the process of transfer to register his interest than he discovered that the certificate of title, which initially was in the names of Ms. Nakafuuma and Mr. Muiyisa, had since been transferred to Mr. Turinomuhangi and subsequently to Mr. Bulegeya.

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^{&/sup>lt;sup>1} COA C/A No. 290 of 2017

^{&/sup>lt;sup>2} HCCS No. 0232 of 2009 [Land Div.]

^{&/sup>lt;sup>3} SCCA No. 13 of 1992

^{&/sup>lt;sup>4} [1977] HCB

- Whereas the partial consent judgment between Mr. Asindua and Mr. Muiyisa \$[25]\$ (the 2nd Defendant) shows that the latter conceded that together with his wife; Ms. Nakafuuma, they fraudulently obtained a special certificate of title to the suit land, the real questions for determination before this court are;
- 'Whether the subsequent transfers of the certificate of title to the suit land \$1.\$ from the names of Ms. Nakafuuma and Mr. Muiyisa into the name of the 3rd Defendant, and subsequently into the name of the 4th Defendant, were tainted with fraud?
- ... And if so, whether the alleged fraud can be imputed on the transferees \$2.\$ and the CLR as alleged? i.e. 'Whether there is proof of actual fraud or some act of dishonesty on the part of the 3rd, 4th & 6th Defendants?
- Before I determine the above questions, it is important to lay down the definition [26] 'Fraud' and 'fraudulent acts' have been defined in a wealth of of fraud. authorities to connote;

'a knowing misrepresentation of the truth or concealment of a material fact', an intentional perversion of the truth', 'a false statement', unconscientious dealing, 'conduct involving bad faith, 'dishonesty', and so on, all purposed to defraud others, and or to deceive others and or to induce another to surrender their right'.

See Black's Law Dictionary⁵ and the Judgment of Katureebe, JSC. in Frederick Zaabwe v Orient Bank Ltd & 5 Ors⁶

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^{&/sup>lt;sup>5} 9th ed. at pages 731 & 733

^{&/sup>lt;sup>6} SCCA No. 4 of 2006

- It is well settled that allegations of fraud must not only be pleaded in the plaint \$[27]\$ with specificity⁷, but must also be strictly proved, and that the burden of proof is heavier than on a balance of probabilities that is applied in ordinary civil cases. To prove fraud, one must prove actual fraud or some act of dishonesty on the part of the person

against whom the allegation is made. Per Wambuzi, C. J. (as he then was), in *Kampala Bottlers Ltd v Domanico (U) Ltd*⁸ applied in *Frederick Zaabwe v Orient Bank Ltd & 5 Ors*⁹

- In the present case, the allegations of fraud by Mr. Asindua against the 3rd and [28] 4th Defendants are that they fraudulently got registered on the suit land, and that they failed and or neglected to carry out due diligence before effecting registration of their names on the suit land. That they neglected and or failed to physically inspect the suit land to ascertain that the Plaintiff; (Mr. Asindua) was allegedly in possession thereof. The other allegation was that the 4th Defendant; Mr. Bulegeya undervalued the suit land intentionally to deprive Government of its revenue and Mr. Asindua of his alleged interest in the suit land. See para. [9] above.
- For convenience, I will address these allegations in two (2) prongs; [29]

The first prong is the alleged failure and or alleged negligence by the 3rd & 4th Defendants to carry out due diligence before effecting their registration on the Machillum 21/12

⁷ Order 6 Rule 3 of the CPR requires that where a party relied on fraud, misrepresentation, breach of trust, wilful default or undue influence, and all other like cases, particulars with dates must be stated in the pleadings.

⁸ SCCA No. 22/92

⁹ SCCA No. 4 of 2006

certificate of title to the suit land, including alleged failure and or negligence to physically inspect the suit land to ascertain that the Plaintiff; (Mr. Asindua) was allegedly in possession thereof.

The second prong is the alleged undervaluation of the suit land by the 4th Defendant; Mr. Bulegeya to allegedly intentionally deprive Government of its revenue and Mr. Asindua of his unregistered interest in the suit land.

- In respect of the first prong, after due consideration of the evidence before this \$[30]\$ court, the law and the submissions of learned Counsel for the Plaintiff¹⁰, together with the authorities he cited, I find as follows;
- \$(i)\$ It is not clear to this court who has, and or had possession of the suit land, at all material times to this suit. To wit; at the time of the executions and registrations of the transfers from the names of Rose Nakafuuma Muyiisa and JC Muyiisa, into the names of Mr. Turinomuhangi, and Mr. Bulegeya; the current registered proprietor. It is also unclear who is in possession thereof today.

Mr. Asindua claims to have had, and that he still has possession of the suit land from July 29, 2009 to date. That assertion is however not supported. Contrary to his said assertion, I found that in his averments contained in his affidavits in support of his applications vide **M. A Nos.**

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¹⁰ See paras. [22] & [23] above.

317 - 2020, 913 - 2020 and 914 - 2020¹¹, he (Asindua) lamented that the 1st & 2nd Respondents therein; who are also the 1st and 2nd Defendants herein, were carrying out alleged illegal activities on the suit land including making repairs on the house that is on the suit land, and or carrying out construction works thereon.

Likewise, this court is puzzled about the contents of paragraph 3 of the partial consent judgment between Mr. Asindua and Mr. Muiyisa (the 2nd **Defendant**). For clarity, that paragraph 3 reads as follows;

'That the Plaintiff shall pay to the \$2nd\$ Defendant a sum of UGX. 20,000,000= (Uganda Shillings Twenty Million) to be a final and full settlement of their claim whatsoever against the Plaintiff'.

This paragraph leaves one wondering; 'what was the claim being referred to in that paragraph? Why did Mr. Asindua (the Plaintiff) have to pay money; to the tune of UGX. 20,000,000/= to Mr. Muiyisa; the \$2^nd\$ Defendant? What was the money for?

Equally puzzling was the fact that when court tried to visit the locus in quo on December 8, 2022, Mr. Asindua, who was the only witness in this case, did not show up! The Court was left wondering where the actual location of the suit land is, and who is in fact in occupation thereof?

The Plaintiff's lawyer Mr. Biyinzika, attempted to show court the locus, but court declined to take cognizance of the same since learned Counsel was Macama num 21/12

¹¹ Applications for a certificate of urgency, for an order of an injunction and for an interim order of an injunction.

not a witness in this case, but rather is Counsel. This court was not given any explanation as to why PW1 failed to show up. Court was only told that he was in Arua. As it is, this Court was not shown the suit land. The effect of which failure to show court the suit land is, **inter alia**; that Mr. Asindua failed to prove to court that he was in possession thereof.

It was not enough for Mr. Asindua to simply allege that he had possession. Rather, it was incumbent upon him to prove that he in fact had possession at all material times. He failed to do so. **The law requires** that he who alleges or asserts, must prove his \$/\$ her allegations. He \$/\$ she must prove the existence of an alleged fact. (Sec. \$101 - 103\$ of the Evidence \$Act^{12}\$).

The above scenario in this case is distinguished from the scenario in the Rosemary Nabukenya v Bwogi Abdul (supra) case that was cited by In that case, the Court of Appeal took cognisance that the Counsel. Appellant Ms. Nabukenya and her relatives lived on the suit premises, in an old house built in the 60s and or 70's.

Mr Asindua failed to prove that the transferees; Mr. Turinomuhangi and (ii) Mr. Bulegeya were aware of his unregistered interest in the suit land.

As already stated, Mr. Asindua failed to prove that he had possession of the suit land. He also failed to show that he gave notice to the parties

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¹² Cap. 6 of the Laws of Uganda.

that he had dealt with the mortgagee Bank as a purchaser of the suit property. He did not lodge a caveat as shown on the white page / certificate of title to the suit land. See EXBs. P. 5, P.3 & P. 16.

Similarly, Mr. Asindua failed to prove that the said transferees; Mr. (iii) Turinomuhangi and Mr. Bulegeya were aware that the 1st and 2nd Defendants procured the special certificate of title through fraud.

The terms and conditions under which Mr. Turinomuhangi dealt with the 1st & 2nd Defendants were not brought to the fore. No acts of dishonesty or deception on the part of Mr. Turinomuhangi, let alone Mr. Bulegeya, have been shown. The mortgagee Bank's encumbrance was released on 06/08/2018, and so was the encumbrance by a one Ruth Kijjambu on 08/08/2018. Both encumbrances were released / removed before the registration of the 3rd Defendant, and subsequently the 4th Defendant as proprietors of the suit land.

I also took it into account that although Mr. Asindua produced a letter dated December 12, 2018 (EXB P.14) purportedly authored by the Mortgagee Bank, in which the mortgagee bank denied ever authoring a mortgage release in favour of the 1st and 2nd defendants, he (Asindua) did not connect or bring home to the 3rd and 4th Defendants, the forgery of the said mortgage release (EXB P.14).

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The position of the law on this point is settled, that except for **inter alia**: fraud, a person registered as proprietor cannot be deprived of his interest in land under the RTA¹³. (See Sections 176 and 181 of the RTA).

Referring to sec. 181 of the RTA, B. J Odoki, J. A., (as he then was), stated in the celebrated case; David Sejjaaka Nalima v. Rebecca Musoke¹⁴, that:

'the effect of that section is that once a registered proprietor has purchased property in good faith, his title cannot be impeached on account of the fraud of the previous registered proprietor...a *bona fide* purchaser therefore obtains good title even if he purchases from a proprietor who previously obtained it by fraud'

... Before a purchaser can claim the protection of the section, he must act in good faith. If he is guilty of fraud or sharp practice, he will cease to be innocent and therefore lose the protection'
(Underlining added for emphasis)

Also see Odoki's decision in; Robert Lusweswe v G. W Kasule & Anor¹⁵,

- \$[31]\$ By reason of the foregoing, it is my conclusion, in respect to the Plaintiff's allegations under the 1st prong, that the Plaintiff has failed to prove his said allegations of fraud against the 3rd & 4th Defendants.
- I now turn to the second prong. [32]

I have very carefully looked at the transfer form dated December 12, 2018 (EXH. P. 15) and its reverse side, by which form Mr. Turinomuhangi Elias transferred the suit land to Mr. Bulegeya Julius. I find that a figure of UGX. 30,000,000/=

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lt;sup>13</sup> The Registration of Titles Act, Cap 230

lt;sup>14</sup> SCCA No. 12 of 1995 – reported in [1992] KALR 132 at page 149

lt;sup>15</sup> C/S No. 1010 of 1983 [1987] HCB page 65

(thirty Million) was declared therein as the consideration for the sale and transfer of the suit land. I also find that the Chief Government Valuer assessed and approved the same figure of UGX. 30,000,000/= as the value of the suit land.

\$[33]\$ I find further that although Mr. Asindua alleges that there was an undervaluation of the value of the suit land, he failed to prove that allegation. It was not enough to merely make the allegation. See sections 101 – 103 of the Evidence Act.

Mr. Asindua (PW1) ought to have demonstrated to this court that the declared figure of UGX. 30M fell short of the actual value of the suit land. That was not done. No valuation report was produced before this court to suggest that the actual value of the suit land exceeded what was declared. He (Asindua) also failed to show whether any stamp duty was paid by Mr. Bulegeya in respect of this transaction, and that if so, the same was inadequate and not in conformity with the value assessed by the Chief Government Valuer.

- In the Appeal case; **Mohammed Abdallah Garelnabi v Diana Irene Naiga**¹⁶, the [34] court of Appeal held that 'for as long as the purchaser pays a duty assessed by the Chief Government Valuer, it cannot be evidence of fraud attributed to a purchaser whether or not the purchaser states a lesser value on the transfer form'.
- In that case the Court of Appeal took cognizance of the fact that the Appellant \$[35]\$ had not disputed the fact that the Respondent paid a consideration of UGX. MasumWumm 2/12

¹⁶ COA Civil Appeal No. 231 of 2019

\$30,000,000/\$ = in purchasing the suit land and that she obtained title and took possession.

- \$[36]\$ Similarly, in the present case, I take cognizance that Mr. Asindua has failed to adduce any evidence to suggest that Mr. Bulegeya paid a lesser amount than what the Chief Government Valuer assessed, and or what was declared by Mr. Bulegeya as the value of the suit land. No fraud in this respect was therefore proved.
- I hasten to point out that the Justices of the Court of Appeal in their decision in [37] the Mohammed Abdallah Garelnabi case (supra) distinguished the facts in that case, from the facts and the decision by the Supreme Court in **Betty Kizito v David Kizito Kanonya & 7 Ors** ¹⁷. In the latter case, the Supreme Court approved and applied the case; Samuel Kizito Mubiru & Anor v G. W Byensiba & Anor¹⁸, in which a lesser figure than the amount actually paid as consideration for the suit land were inserted in the transfer forms, and less money was actually paid as stamp duty. That is not the scenario in the present case in which no figures have been presented on what was paid as the consideration for the suit land, vis - a'- vis what was actually paid as stamp duty.
- [38] Just like my conclusion in respect of the allegations of fraud under the 1st prong, I also conclude that the allegations of fraud under this 2nd prong have not been proved.

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¹⁷ SCCA No. 8 of 2018

¹⁸ [1985] HCB at pg. 106

I will quickly add that in respect of the allegations of fraud against the CLR (6th [39] Defendant), those were neither pleaded, nor was any evidence adduced in The said allegations only appeared in the submissions of respect of them. Counsel and cannot be sustained.

Decision of Court:

\$[40]\$ In the result, I hold that no fraud has been proved against the 3rd & 4th Defendants as transferees on the certificate of title to the suit land, and neither has fraud been proved against the office of the CLR. By reason of the foregoing, the unregistered interest of Mr. Asindua cannot override the registered interest of Mr. Bulegeya who is the registered proprietor of the suit land. (sections 176 & 181 of the RTA, applied.) Also see the decision in David Sejjaaka Nalima v. Rebecca Musoke (supra).

Issue No. 3: Whether there are any remedies available to the parties?

- \$[41]\$ Having concluded as I have under issues Nos. 1 & 2, it follows that the Plaintiff's suit against the 3rd, 4th & 6th Defendants fails. I accordingly Order and Direct as follows;
- \$1.\$ The Plaintiff's suit against the 3rd, 4th & 6th Defendants is dismissed with costs to the 6th Defendant only. The 6th Defendant is the only other party that participated in these proceedings.

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I hereby direct the Commissioner Land Registration (6th Defendant) to \$2.\$ cancel the special certificate of title (EXB P.9) which was admittedly illegally and wrongfully obtained.

(For the avoidance of any doubt, this direction does not cancel the entries of proprietorship and or any other entries on the white page).

I hereby Order and direct that within fourteen (14) days from the date of \$3.\$ this Judgment, the Plaintiff; (Mr. Asindua) shall surrender and deliver the Duplicate Certificate of title (owner's copy) in his possession to the Commissioner Land Registration, who shall in turn onward deliver the same to the registered proprietor, the proper party.

I so Order,

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P. BASAZA - WASSWA JUDGE

December 21, 2022

Judgment delivered via email to the parties and uploaded on the ECCMIS system.

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