

Chao and 2 Others v Jun and 3 Others (Civil Suit 220 of 2020) [2024] UGHCCD 125 (12 August 2024)

[2024] UGHCCD 125

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In 2017 the plaintiffs and the 1st and 2nd Defendants together with Tu Xiangsheng, Chang Yu, Zhai Wenjie and Xue Zhigang met and agreed to incorporate the 3rd defendant company in Uganda. The registration and requirements to set it up did not require all the parties to be in Uganda, and thus they agreed to send the 1st and 2nd Defendants to Uganda to undertake the incorporation with all expenses to be met by me through Nanjing Dungu Technology Limited and the 1st plaintiff incurred all the expenses.

The 1st and 2nd Defendants incorporated Entec Electrical Equipment Company Limited (the 3rd Defendant) on 28th July, 2017 as per the agreement. The 1st plaintiff through Nanjing Dungu Technology Limited rented a house at plot 57A Ismail close Mbuya in which the 1st and 2nd Defendants and other workers were to reside in Uganda and met all the expenses towards incorporation of the company in Uganda.

The 1st and 2nd defendants registered themselves as the only shareholders and directors in the 3rd Defendant the Shareholders Cooperation Agreement. This anomaly resulted in several meetings to resolve the problem and they agreed on how to allot shares of the 3rd defendant amongst all the shareholders and they subsequently entered into Shareholder Cooperation Agreement to manage, finance and agree on the sharing of profits from the 3rd Defendant company.

As per the Shareholder Cooperation Agreement the shareholding of the 3rd Defendant company would be as hereunder; CHEN CHAO-45.1049%, ZHANG JUN -15.6540%, HU ZHEHENG -9.6502%, HUANG YOU-7.8222%, TU XIANGSHENG-5.4703%, CHANG YU -5.0360%, CHEN ZIPING-5.0360%, ZHAI WENJIE -4.7613%, XUE ZHIGANG -1.4650%

The shares in the above agreement were allotted depending on how much capital contributed by each shareholder which was converted into the percentage of shares to be taken by each member. Some shareholders- Chang Yu, Zhai Wenjie and Xu Ziang Cheng on 12th day of November, 2021, sold back their shares to the 3rd defendant and left the company.

In 2019, Plaintiffs requested the 1st and 2nd Defendants to transfer to each shareholder their respective shares as per the Shareholders Cooperation Agreement (SCA) but the 1st and 2nd Defendants ignored the requests. The 1st and 2nd Defendants blocked the plaintiffs from accessing the bank accounts of the company and have also locked them out of the company premises and have since chased workers recruited by plaintiffs and denied them access to their residence in a house rented by themselves.

The defendants in their defence denied any knowledge of Nanjing Dungu Technology Company Limited and contended that all the plaintiff were employees of the said company and that the 1st plaintiff has never been in control of Nanjing Dungu Technology Company Limited.

The defendant denied ever attending a meeting and denied ever entering a partnership with the plaintiffs. They further contended that all expenses concerning the incorporation of the 3rd defendant were met by them.

The 1st and 2nd defendant agreed to have signed a shareholder's agreement on the 18th day of September 2019, however the agreement was never effective and did not bind the 3rd defendant.

The 1st and 2nd defendant averred that they only witnessed on the transaction between the 1st plaintiff and Chang Yu, Tu Xiangsheng and Zhai Wenji however it did not bind the 3rd defendant as the shareholder agreement was never effective.

The defendants further averred that the 3rd defendant had several transactions with Nanjing Dungu Technology Company Limited and that these transactions are not related to the 3rd defendant and that the 3rd defendant is not a subsidiary to any other company.

The parties during a joint scheduling conference proposed the following issues for determination by this court.

- *1. Whether there is a legally binding Shareholders' Cooperation Agreement between the plaintiffs and 1st and 2nd defendant?*
- *2. Whether there was a breach of the Shareholders Cooperation Agreement and if so by who?*
- *3. What remedies are available?*

Representation

The plaintiff was represented by *Mr. Golooba Mohammed and Mulumba Rashid* whereas the defendants were represented by *Mr. Twinomugisha Daniel*

The plaintiff led evidence of 4 witnesses who testified in court by way of witness statements and were duly cross examined while the defendant failed to attend court and did not appear in court. The defence counsel haphazardly tried to seek courts leave to proceed by way of zoom which was denied by court since it was never agreed during scheduling and the application came after they were given a last adjournment.

The parties were directed to file written submissions; all parties accordingly filed the same. All parties' submissions were considered by this court.

Whether there is a legally binding Shareholders' Cooperation Agreement between the plaintiffs and 1st and 2nd defendant?

The plaintiffs' counsel submitted that, Section 10 of the Contracts Act laws of Uganda defines a contract as an agreement made with the free consent of the parties with capacity to contract, for a lawful consideration and with lawful object with the intention to be legally bound.

A contract may be oral or written or partly oral and partly written or may be implied from the conduct of the parties. See *HCCS NO. 335 of 2014 Hon. Justice Anup Singh Choudry vs Mohinder Singh Channa and N. S Channa*.

It was his contention that there existed an enforceable shareholders' cooperation agreement between the parties herein which is subject to enforcement by Court as testified below;

PW2 Chen Chao testified that in order to extend the business of the parent company, in 2017 Plaintiffs, the 1st and 2nd Defendants together with Tu Xiangsheng, Chang Yu, Zhai Wenjie and Xue Zhigang met and agreed to incorporate the 3rd defendant company in Uganda.

PW2 further testified that the registration and requirements to set it up did not require all the parties to be in Uganda, and thus we agreed to send the 1st and 2nd Defendants to Uganda to undertake the incorporation with all expenses to be met by 1st plaintiff through Nanjing Dungu Technology Limited and the first plaintiff have been paying all the expenses.

PW2 testified further that indeed, pursuant to their plan, the 1st and 2nd Defendants incorporated Entec Electrical Equipment Company Limited (the 3rd Defendant) on 28th July, 2017.*See PEX3.*

PW2 testified that at all levels, it is PW2 through Nanjing Dungu Technology Limited been responsible for all expenses and operation of all subsidiaries which included but not limited to recruitment of workers and their payment and purchase of the raw materials. See PEX 9 and PEX10.

PW2 further that it was him through Nanjing Dungu Technology Limited who rented a house at plot 57A Ismail close Mbuya in which the 1st and 2nd Defendants and other workers were to reside in Uganda and met all the expenses towards incorporation of the company in Uganda. See PEX 6.

PW2 further testified that contrary to the Shareholders Cooperation Agreement, the 1st and 2nd defendants registered themselves as the only shareholders and directors in the 3rd Defendant

PW2 testified that upon realizing of the above anomaly, the Plaintiffs, 1st and 2nd Defendants and the other Partners had a series of meetings in which we agreed on how to allot shares of the 3rd defendant amongst all the shareholders. We subsequently entered into Shareholder Cooperation Agreement to manage, finance and agree on the sharing of profits from the 3rd Defendant company*. See PEX7*.

PW2 further testified that as per the Shareholder Cooperation Agreement the shareholding of the 3rd Defendant company would be as hereunder;

| CHEN CHAO | -45.1049% |

|-----|-----|

| ZHANG JUN | -15.6540% |

| HU ZHEHENG | -9.6502 |

| HUANG YOU | -7.8222% |

| TU XIANGSHENG | -5.4703% |

| CHANG YU | -5.0360% |

| CHEN ZIPING | -5.0360% |

| ZHAI WENJIE | -4.7613% |

| XUE ZHIGANG | -1.4650% |

|||

PW2 testified that the shares in the above agreement was allotted depending on how much capital contributed by each shareholder which was converted into the percentage of shares to be taken by each member.

PW2 testified further under paragraph p of his witness statement that as per the Shareholder Cooperation Agreement, they invested funds in the company and set up a factory manufacturing electrical equipment and cement in Tororo.

PW2 further testified under paragraph q of his witness statement that by the repurchase agreement dated 12th day of November, 2021, Chang Yu, Zhai Wenjie and Xu Ziang Cheng sold back their shares to the 3rd defendant and left the company. *(see PEX 8)*

Pw2 further testified that they all contributed money to finance the purchase of land, setting up of the company and has been responsible for the purchase of equipment for the company and raw materials through Nanjing Dungu Technology Limited. *(see PEX9)*

The plaintiff's counsel submitted that the above evidence clearly illustrates that the parties signed PEX7 with the intention establishing the 3rd defendant and become shareholders in the same.

Clause 1 of the shareholders' cooperation agreement (PEX7) clearly states the amount of consideration by each party in terms of capital towards the establishment of the 3rd defendant and this was converted into shares to be owned by each party.

The defendant's counsel submitted that the 3rd defendant was incorporated in 2017 and yet the Shareholder's cooperation Agreement was signed in 2019 and further denied ever facilitating the incorporation of the 3rd defendant prior to the signing of the shareholder cooperation agreement.

The defendant's counsel further submitted that under section 20 of the Contracts Act provides that an agreement made without furnishing consideration is void. He contended further that the parties executed an agreement and agreed to furnish cash contributions in return for shares.

He submitted that the plaintiff has not led any evidence that they deposited these contributions with either the defendants or that there was an amendment where the parties agreed to a cash or monetary substitute.

The defendant counsel further submitted that PWI neither presented an employment contract nor a work permit for the claimed employment in installing a manufacturing plant. He contended further that the plaintiff never led evidence in proof of payment of salary.

Analysis

The defendants do not deny having executed the Shareholders' Cooperation Agreement but rather they only contend it was not effective and that it never bound the 3rd defendant. Under paragraph 12 & 14 of the defence they state; *"The 1st and 2nd defendant agreed to have signed a shareholder's agreement on the 18th day of September 2019, however the agreement was never effective and did not bind the 3rd defendant.*"

The 1st and 2nd defendant averred that they only witnessed on the transaction between the 1st plaintiff and Chang Yu, Tu Xiangsheng and Zhai Wenji however it did not bind the 3rd defendant as the shareholder agreement was never effective."

The nature of the agreement was confirming or ratifying what the plaintiffs and other original members had in mind and nature of the wording of the Shareholders' Cooperation Agreement is clear that the parties had already contributed towards this company's formation. It is clearly stated in the headings and body content; *Amount contributed by each party*; *Shares held by each party*;

PW 2 testified that the shares in the above agreement was allotted depending on how much capital contributed by each shareholder which was converted into the percentage of shares to be taken by each member.

PW2 further testified that they all contributed money to finance the purchase of land, setting up of the company and has been responsible for the purchase of equipment for the company and raw materials through Nanjing Dunggu Technology Limited. *(see PEX9)*

Section 101 of the Evidence Act provides;

Whoever desires any court to give judgment as to any legal right or liability on the existence of facts which he or she asserts must prove those facts exist.

It is a basic principle of the law of evidence that a party who bears the burden of proof is to produce the required evidence of facts in issue that has the quality of credibility short of which his/her claim will fail. It is trite law that matters that are capable of proof must be proved by producing sufficient evidence so that all reasonable mind could conclude that the existence of facts is more probable than its non-existence. See *Don Acknah v Pergah Transport [2011] 31 GMJ 174 SC*

The plaintiffs have adduced sufficient evidence both oral and documentary to prove the existence of a valid Shareholders Cooperation Agreement. They have discharged the burden required in a civil action. In a civil action, this burden demands that a party produces sufficient evidence such as will lead a reasonable mind, on all the evidence, to conclude that the existence of the fact in issue is more probable than its non-existence.

The standard of proof of allegations in civil cases is proof by preponderance of probabilities. The plaintiffs in this matter had fully satisfied this standard and this would entitle them to a judgment. PW2 Chen Chao testified that in order to extend the business of the parent company, in 2017 Plaintiffs, the 1st and 2nd Defendants together with Tu Xiangsheng, Chang Yu, Zhai Wenjie and Xue Zhigang met and agreed to incorporate the 3rd defendant company in Uganda.

The plaintiffs evidence on existence of a valid Shareholder's Cooperation Agreement is corroborated by the defence pleadings and the defendant is bound by their pleadings and in any case even if they had led existence it should never have departed from what they had pleaded in their written defence.

The defence counsel argued that there are major inconsistencies in the plaintiffs' case or evidence which are major and point to a deliberate falsehood. I believe this argument was totally misplaced and argued out of context. The plaintiffs case as per pleadings is quite clear and cannot be confused with erroneous apprehension of the evidence adduced in court. This court does not find any contradictions in the evidence both documentary and oral testimony. Be that as it may, the effects of inconsistencies in the testimony of witness can be addressed as follows;

"In the real world, evidence lead at any trial which turned principally on issues of fact, and involving a fair number of witnesses, would not be entirely free from inconsistencies, conflicts or contradictions or the like. In evaluating evidence led at a trial, the presence of such matters per se, should not justify wholesale rejection of the evidence to which they might relate. Thus in any given case, minor, inconsistencies must not be dwelt upon to deny justice to a party who had substantially discharged his or her burden of persuasion. Where inconsistencies or conflicts in the evidence were dearly reconcilable and there was a critical mass of evidence or corroborative evidence on crucial or vital matters, the court would be right to gloss over those inconsistencies." See Elizabeth Osei v Madam Alice Afua Korang [2013] 58 GMJ SC 1*

The validity of the Shareholders Cooperation Agreement between the plaintiff and the 1st and 2nd defendant is determined like any other agreement or contract between parties. A contract is an agreement constituted by an

offer and acceptance with the mutual intention that it should be binding and enforceable at law. The heavy burden of rebuttal lies in the party seeking to deny existence of a valid contract. Under **S. 2 of the Contract's Act**, a contract is "An agreement enforceable by law made with free consent of the parties with capacity to contract, for a lawful consideration and with a lawful object, with the intention to be legally bound". (Also see Section 10)

The law takes an objective rather than a subjective view of the existence of an agreement and so its starting point is the manifestation of mutual assent by two or more persons to one another. Agreement is not a mental state but an act, and as an act, it is matter of inference from the conduct. The parties are to be judged, not by what is in their minds, but by what they have said or written or done.

The courts must treat as sacrosanct the terms freely entered into by the parties. This is because parties to a contract enjoy their freedom to contract on their own terms so long as the same is lawful. The terms of a contract between the parties are clothed with some degree of sanctity and if any question should arise with regard to the contract, the terms in any document which constitute the contract are invariably the guide to its interpretation.

The existence and non-existence of a binding agreement is a matter of evidence which may be established in many ways including the actual conduct of the parties. The doctrine of sanctity of contract directs that a court cannot intervene and substitute any other interpretation of the contractual intentions of the parties, but must clinically give effect to only what the parties have themselves contracted to do. See **Soft Sheen Carson v William Fugar* [2014] 79 GMJ 162 CA*

The plaintiffs and the 1st and 2nd defendants clearly entered in the Shareholders Cooperation Agreement with a clear intention to correct the wrong they created by the 1st and 2nd defendant of incorporating the 3rd defendant without plaintiffs and other persons who had contributed to the cause. The agreement was purposely drafted to enable the plaintiffs and other investors reclaim what had been robbed from them through unscrupulous means by the 1st and 2nd defendant.

It is uncontested by both parties that the 1st and 2nd defendant that the 3rd defendant was incorporated but the current directors tried to defraud or to cheat the plaintiffs. It is indeed true that the plaintiff had an interest in the dealings and authorizations that were entered into by the 1st defendant as its managing director.

It is important to note that a director represents the directing mind and will of the company, and control what it does. In the case of **HL Bolton Co Vs TJ Graham and Sons* [1956] 3 All ER 624, Lord Denning held at page 630;*

**"A company may in many ways be likened to a human body. It has a brain and nerve centre which controls what it does. It also has hands which hold the tools and act in accordance with directions from the centre. Some of the people in the company are mere servants and agents who are nothing more than hands to do the work and cannot be said to represent the mind or will. Others are directors and managers who represent the directing mind and will of the company, and control what it does. The state of mind of these managers is the state of mind of the company and is treated by the law as such". In the case of *Lennard's Carrying Co Ltd v Asiatic Petroleum Co Ltd* [1915], Viscount Haldane had the view that "A corporation is an abstraction. It has no mind of its own any more than it has a body of its own. Its active and directing will must consequently be sought in the person of somebody who for some purposes* *may be called an agent, but who is really the directing mind and will of the corporation, the alter ego and centre of the personality*

of the corporation."*

As such, the 1st and 2nd defendant as the 2 shareholders were agents of the 3rd defendant and are the directing mind and will. The agreement between the plaintiffs and 1st and 2nd defendant should automatically be effected to give the full effect of the wishes of the parties in their Share Cooperation Agreement.

This court finds that there is a valid Share Cooperation Agreement between the plaintiffs and 1st and 2nd defendants and the same must be given effect in the terms set out therein.

Whether there was a breach of the Shareholders Cooperation Agreement and if so by who?

The plaintiff's counsel submitted that, a breach of contract occurs where one or both parties fail to fulfil the obligations imposed by the terms of the contract. See **Nakana Trading Co. Ltd v Coffee Marketing Board HCCS NO. 137 of 1991.**

The defendant contends that the plaintiffs breached the shareholders' cooperation agreement PEX7 by non-payment of the consideration allotted to them. Contrary to the above assertion, PW2 testified under paragraph o of his witness statement that the shares were allotted to the parties depending on their capital contribution which was converted into the percentage of shares taken by each party.

PW2 further testifies under paragraph r of the witness statement that all parties contributed money to finance the purchase of the land, setting of the company and have been responsible for the purchase of raw materials for the company.

In addition to the above, the shareholders cooperation agreement is self-explanatory as far as the contribution of the parties is concerned. Clause I of the same clearly stated the amount of capital that had been contributed by each member before entering into the agreement and it was that contribution that was converted into the percentage of shares to be held by each party.

Most importantly, there is a lot of evidence to illustrate that the plaintiffs have been part of the third defendant and have been involved in the day to day running of the same as explained below;

PW1 testifies under paragraph 3 of his witness statement that following the incorporation of the third defendant, he was recruited by Mr Chen Chao (the first plaintiff) to install the manufacturing plant of the third defendant in Uganda in 2017. PW1 further testified that after the installation of the manufacturing plant, he was appointed as a plant manager of the third defendant by the first plaintiff. PW1 testified that all his salary and other expenses have been paid by the 1st plaintiff.

Additionally, PW2 testified that by the re-purchase agreement PEX 8, some of the shareholders sold their shares back to the 3rd defendant. The defendant under paragraph 17 of their written statement of defence, admitted having signed the said re-purchase agreement and this is also confirmed by the handwriting expert report PEX21.

From a clear examination of all the shares re-purchase agreements PEX 8, the recital to the agreements describes the plaintiffs as already shareholders in the third defendant and this could not happen if no consideration was furnished by them.

Likewise, the agreements describe the plaintiffs as parties who established the third defendant together with others. The above clearly explains that at the time parties entered into PEX8, the plaintiffs were already shareholders as per PEX7.

Analysis

The primary duty of court as an impartial arbiter is to interpret any contract entered into between parties in the light of their clear intentions as conveyed by the agreement. In such circumstance, a trial judge is relieved of the duty of conducting unnecessary logical deduction from the conduct of parties, before reaching final conclusion.

In **William Kasozi vs DFCU Bank Ltd, High Court Civil Suit No. 1326 of 2000,** Lady Justice C. K. Byamugisha (RIP) while considering the prerequisite that must exist in order for a contract to be valid and enforceable stated that; **'Once a contract is valid, it creates reciprocal rights and obligations between the parties to it. I think it is that when a document containing contractual terms is signed, then in the absence of fraud and misrepresentation the party signing it is bound by its terms.'**

Hence, when one party to a contract fails to perform his or her obligation or performs them in a way that does not correspond with the Agreement, the guilty party is to be in breach of the contract and the innocent party is entitled to a remedy.

In the case of **Ronald Kasibante vs Shell Uganda Ltd HCCS NO. 542 of 2006, Breach of contract was defined as;**

'The breaking of the obligation which a contract imposes which confers a right of action for damages on the injured party.'

A breach occurs when a party neglects, refuses to perform any part of its bargain or any term of the contract, written or oral without a legitimate legal excuse. The doctrine of **pacta sunt servanda** has encapsulated the necessity of honouring undertakings which are legally enforceable. This principle simply means an agreement of a party to a contract which is not fraudulent is to be observed. The agreement should be honoured by gentlemen.

The 1st and 2nd defendant failed and or refused to honour their obligations towards the plaintiffs towards enforcing or implementing the Share Cooperation Agreement. The defendants' counsel argued that it was not effective and in his view there was no consideration or contribution made by the plaintiffs.

I do not find this argument holding any merit at all. The parties at execution of the Share Cooperation Agreement were in **consensus id idem** that the parties had already made contribution towards the incorporation of the company. As noted earlier, the wording of the agreement clearly shows that the parties had already made contributions towards the incorporation of the 3rd defendant and also towards the general expenses of the company like paying rent for the staff and also payment of some staff salaries.

The contract was to be effected immediately upon execution or atleast within a reasonable time. In contractual relations where no term concerning time for performance was agreed upon by parties, it is the duty of the court to read into the contract a term that performance was agreed to be given within a reasonable time. Reasonable time envisaged would depend on the circumstances of each case. See **Dantata Jnr v Mohammed (2012) 14 NWLR p. 122 (CA)**

It is clear by the time the plaintiffs had come to court the 1st and 2nd defendant had refused to put in effect the Share Cooperation Agreement and this resulted in the filing of the suit for breach of contract. It is this court's view that time was of the essence to make necessary changes to the shareholding in the company and streamline the operations of the company.

The 1st and 2nd defendant have reneged on their obligation to effect the Share Cooperation Agreement by making necessary resolutions to bring in the changes and new shareholding. This is a clear breach of contract which must be restrained by court. An agreement like the Share Cooperation Agreement which was freely entered into will be enforced.

****What remedies are available?****

This court declares that the plaintiffs and other persons mentioned in the Share Cooperation Agreement are lawful shareholders (owners) of the 3rd defendant and they are entitled to the shareholding as set out in the share agreement.

The plaintiffs have sought an Order of Specific Performance to enforce the Share Cooperation Agreement.

Specific performance as equitable remedy is granted at the discretion of the court. This court considering the circumstances of this court would grant the remedy of specific performance because of the uniqueness of the subject matter since it is the only remedy available to the plaintiffs.

The Share Cooperation Agreement and the Share Repurchase Agreement should be effected as the true reflection of the company status since 2019.

Section 33 of the Judicature Act provides;

The High Court shall, in exercise of the jurisdiction vested in it by the Constitution, this Act or any written law grant absolutely or on such terms and conditions as thinks just, all such remedies as any of the parties to the cause or matter is entitled to in respect of any legal or equitable claim properly brought before it, so that as far as possible all matters in controversy between the parties may be completely and

finally determined and all multiplicities of legal proceedings concerning any of those matters avoided.

The plaintiffs are accordingly appointed as the directors of the company and the 1st and 2nd defendant are removed from the (directorship) and management of the company with immediate effect.

The Registrar of Companies is ordered to effect those changes in the company register with immediate effect.

General Damages

The plaintiffs have sought general damages for the inconveniences and loss suffered as a result of the 1st and 2nd defendants' conduct or omissions.

The principle of assessment of damages for breach of contract generally is **restitutio in integrum**; that is the plaintiff should be restored as far as money can do it, to the correct position he would have been had the breach not occurred. The court has discretion as to the quantum of damages it would award in a claim of damages. The assessment does not depend on any legal rules, but the discretion of the court is however limited by usual caution or prudence and remoteness of damage when considering the award of damages.

In awarding general damages, the court would simply be guided by the opinion and judgment of a reasonable man in determining what sum of money will be reasonably awarded in the circumstances of the case. General damages are losses which flow naturally from the defendant's act or omission. Therefore, general damages are damages which the law implies and presumes to have accrued from the wrong complained of or as the immediate, direct and proximate result, or the necessary result of the wrong complained of. See **Lydia Mugambe v Kayita James & Hall Mark Construction and Painting Co. Ltd HCCS No. 339 of 220**

General damages are the direct probable consequence of the act complained of. Such consequences may be loss of use, loss of profit, or physical inconvenience. **Under S.61 (1) of the Contract Act, "where there is breach of contract, the party who suffers breach is entitled to receive compensation for any loss or damage suffered".**

The 1st and 2nd defendant's conduct has indeed been highhanded and extremely fraudulent. This court awards the 500,000,000/= in general damages against them jointly and severally.

The plaintiffs are awarded costs of the suit

I so Order.

SSEKAANA MUSA JUDGE 12th August 2024

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