

UGANDA / JUDGMENT

GW Nsobya & Anor v Uganda Posts and Telecommunications Employees Cooperative Savings and Credit Society Ltd (HCT-00-CC-CS 708 of 2002) [2005] UGCommC 6 (9 March 2005)

[2005] UGCommC 6

COURT

Commercial Court of Uganda

CASE / FILE NUMBER

HCT-00-CC-CS 708 of 2002

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 \b0\f0\cf1\insrsid16454229\charrsid16454229 REPUBLIC OF UGANDA\line \line IN THE HIGH
 COURT OF UGANDA\line \line HOLDEN AT KAMPALA\line (Commercial Court Division)\line \line
 HCT -00-CC-CS-0708 OF 2002
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 W. Nsobya Plaintiffs\line Edward Kato
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 \line Uganda Posts and Telecommunications Employees Defendant\line
 Cooperative Savings and Credit Society Ltd\line {\b0\f0\cf1\insrsid9850377
 \par }{\b0\i\f0\insrsid9850377\charrsid9850377 Employment-Saving-Interest-Damages.}
 {\b0\i\f0\insrsid9850377
 \par }{\i\f0\ul\insrsid9850377 Brief facts:
 \par }{\b0\i\f0\cf1\insrsid9850377\charrsid9850377 The plaintiffs were employees of Uganda Posts
 and Telecommunications, and had accounts with the defendants to which were deposited
 monthly deductions from their salaries. They stopped working with
 UPTC and demanded payment of this money to no avail, save for Shs500, 000.00, paid to each of
 the plaintiffs after this suit was filed. In spite of service of court process, the defendant did not
 turn up on the hearing date so the plaintiffs proceeded ex
 parte.}{\b0\i\f0\cf1\insrsid9850377
 \par }{\i\f0\ul\cf1\insrsid9850377 Issues:
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 \pararsid5987072 {\b0\i\f0\cf1\insrsid9850377\charrsid9850377 Whether the plaintiffs succeeded
 on a balance of pr}{\b0\i\f0\cf1\insrsid9850377

obabilities to prove their claim.

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\par {{b0i\f0\cf1\insrsid9850377\charrsid9850377 Plaintiffs Shs.500, 000.00 as general damages for inconveniences suffered}}{b0\f0\cf1\insrsid9850377\charrsid16454229 . \line }
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\par {{b0i\f0\cf1\insrsid9850377\charrsid9850377 Judgment entered for the plaintiffs}
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 BEFORE: THE HON. MR. JUSTICE F. M. S. EGONDA-NTENDE}{

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 {b0\f0\ul\cf1\insrsid16454229\charrsid16454229 JUDGMENT}
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1. The two plaintiffs, G. W. Nsobyia and Edward Kato, are former employees of the defunct Uganda Posts and Telecommunications Corporation. During their tenure there were members of Uganda Posts and Telecommunications Corporation Emplo

yees Cooperative Savings and Credit Society Ltd, the defendant in this case. Monthly deductions were made from their salaries and deposited on their savings account with the defendant.\line

2. In March 2001 the plaintiffs ceased being employees of the Uganda Posts and Telecommunications Corporation. They demanded their savings from the defendants which stood at Shs. 2,064,202.00 and Shs.3}{b0\f0\cf1\insrsid3413380\charrsid16454229

, 688,807.00}{b0\f0\cf1\insrsid16454229\charrsid16454229 for Plaintiff No. 1 and Plaintiff No.2 respectively. The defendant did not pay them, hence this action, filed on 2}
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b0\f0\cf1\insrsid16454229\charrsid16454229 December 2002, claiming the said amounts together with general damages, interest and costs of the suit.\line

3. In its written statement of defence the defendant claimed that this suit was premature, improperly instituted, disclosing no cause of action, pro

lix, frivolous, misconceived, vexatious and an abuse of court process which should be dismissed with costs. In addition, the defendants denied that refunds to the plaintiffs were due in accordance with the bye laws of the society and members resolutions.

Without prejudice the defendants asserted that they had offered part payments of the sums claimed by the plaintiffs but the plaintiffs did not pick up the payments or had refused to pick the same. The defendant prayed that this suit be dismissed.\line

4. When this suit initially came up for hearing, neither the defendant nor his advocates, M/S Katende, Ssempebwa and Co. Advocates were present. I adjourned the case to 3}
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\b0\f0\cf1\insrsid16454229\charrsid16454229 March 2005 to allow time to notify the defendant directly of that hearing date. In spite of service of court process, the defendant did not turn up on 3}{\b0\f0\cf1\super\insrsid16454229\charrsid16454229 rd}{

\b0\f0\cf1\insrsid16454229\charrsid16454229 March, 2005. I allowed the plaintiffs to proceed ex parte.\line 5. The two plaintiffs testified and closed their case. PW1 was G. W. Nsobya. In his brief testimony to this court he stated that he had

worked for 30 years with the UPTC, during which period there were monthly deductions from his salary credited to his account with the defendant. When he ceased work with UPTC, in March 2001, the savings stood at a sum of Shs.2}{

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{\b0\f0\cf1\insrsid16454229\charrsid16454229 only as shown by the Passbook, tendered into evidence as exhibit P1. He demanded payment of the said amount and was only paid Shs.500}{

\b0\f0\cf1\insrsid3413380\charrsid16454229 , 000.00}{\b0\f0\cf1\insrsid16454229\charrsid16454229 after he instituted this action. He now claims the balance, and profit on his money. He claimed interest, general damages, and costs of the action. \line

6. Edward Kato was PW2. He testified that he was an employee of Uganda Posts and Telecommunications, and had an account with the defendants to which were deposited monthly deductions from his salary. He stopped working with UPTC in March

2001, and by that time, his balance with the defendant was Shs.3}

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, as shown in the passbook, admitted into evidence as exhibit P3. He demanded payment of this money to no avail, until he filed this suit, after which he received part payment of Shs.500}

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\b0\f0\cf1\insrsid16454229\charrsid16454229 only through the defendant\quote s lawyers. He now claims the balance and costs of this suit.\line

7. The hearing in this case proceeded ex parte, in the absence of the defendants who had been duly served with court process. The evidence of the plaintiffs

stands uncontroverted. Nevertheless, it still must be evaluated to determine if the plaintiffs have succeeded on a balance of probabilities to prove their claim. In the defence put forward by the defendant it was alleged that there was no valid claim on

the defendants, as this claim was basically in breach of the bye laws of the defendant and the members resolutions. These bye laws and members' resolutions were not provided to the court by the defendant. That defence remained unsubstantiated.

line 8. The plaintiffs

have proved that they made deposits with the defendant the sums of money claimed on their savings account with the defendant. When they ceased employment with the UPTC they demanded for their savings. These were not paid save for Shs500,000.00

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id to each of the plaintiffs after this suit was filed. I am satisfied that the plaintiffs have proved their claim on a balance of probabilities, and that they are both entitled to the sums claimed. I allow the principal amounts claimed. line

9. There was a claim

for interest. It is clear that after March 2001, no further interest was posted to their accounts in the savings books, yet the defendants continued to retain these moneys. Prior to March 2001, interest was being credited to the savings accounts. Counsel

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el for the plaintiff claimed interest at 30% p.a. without establishing a basis for it in evidence. I find that the amounts claimed should bear interest from March 2001 but as there is no evidence to support a particular rate, I fix this at court rate of 1

2% p.a. from March 2001 till payment in full. line

10. There was a claim for general damages but no evidence put forward to support it. No doubt the plaintiffs must have suffered some inconvenience while their savings were being denied to them and as they made unsuccessful

demands for payment. On this account, I award each of the plaintiffs Shs.500,000.00

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{\b0\f0\cf1\insrsid16454229\charrsid16454229 as general damages for inconveniences suffered. line

11. In the result Judgment is entered for the plaintiffs as set out above with costs of this suit.

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{\b0\f0\cf1\insrsid16454229\charrsid16454229 day of March 2005\line \line \line \line \line FMS Egonda-Ntende\line Judge\line

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Prepared on 13 October 2026 · Esheria