

UGANDA / JUDGMENT

Kala Minerals Development Ltd v Universal Avia (Civil Suit No. 757 of 2015) [2015] UGCommC 289 (1 December 2015)

[2015] UGCommC 289

COURT

Commercial Court of Uganda

CASE / FILE NUMBER

Civil Suit No. 757 of 2015

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THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA

(COMMERCIAL DIVISION)

CIVIL SUIT NO.757 OF 2015

KALA MINERALS DEVELOPMENT LIMITED..... PLAINTIFF

VERSUS

UNIVERSAL AVIA..... DEFENDANT

CONSENT JUDGEMENT

BY CONSENT of the parties to the above suit, it is hereby agreed that Judgment be and is hereby entered in favour of the Plaintiff the above suit as follows;

1. It is hereby DECLARED that the Defendant owes the plaintiff and is therefore liable to pay to the plaintiff a sum of **USD600,000** (United States Dollars Six Hundred Thousand Only) being sum of money the plaintiff advanced to the defendant under contract dated 22/03/2014 to finance the repair of the Defendant's Aircrafts; Helicopter Mi – 8 – T, Registration Marks UR-24165, Serial Number 98941935 and Helicopter Mi – 8 – T, Registration Marks UR-24218, Serial Number 98730395, currently stationed at Entebbe Airport;
2. It is further declared that failure and/or default by the Defendant to pay to the plaintiff the said sum of **USD600,000** (United States Dollars Six Hundred Thousand Only) on or before the due date of 20/07/2014 constituted breach of the contract.

3. It is HEREBY Ordered that the Defendant surrenders to the plaintiff the above two (2) Aircrafts namely; Helicopter Mi – 8 – T, Registration Marks UR-24165, Serial Number 98941935 and Helicopter Mi – 8 – T, Registration Marks UR-24218, Serial Number 98730395, currently stationed at Entebbe Airport to the Plaintiff in full and final settlement of the Plaintiff's claims for USD 600,000 (United States Dollars Six Hundred Thousand Only) in the above suit.
4. That the defendant shall handover to the plaintiff and the Plaintiff shall take possession of the above described two (2) described Helicopters upon or soon after execution of this consent Judgment and the Plaintiff shall, upon receipt the said Aircrafts, have no more claims against the Defendant in respect of the above suit.
5. That it shall be the responsibility of the Plaintiff to settle parking and storage charges that accrued as a result of stationing the above described Helicopters at Entebbe Airport.
6. That each party shall meet its costs of the suit.

Dated at Kampala this.....18th.....day of.....November.....2015.

.....
LABONGO BEATRICE SALAMON ALEKSANDR

FOR THE PLAINTIFF FOR THE DEFENDANT

.....
STANLEY OMONY & CO. ADVOCATES

COUNSEL FOR THE PLAINTIFF

LODGED in the Court Registry this.....1st.....day ofDecember.....2015

.....
REGISTRAR

DRAWN & FILED BY:

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