

UGANDA / JUDGMENT

Karim v Gloveg Agri (U) Limited & 2 Others (Civil Suit 593 of 2023) [2024]

UGCommC 153 (24 May 2024)

[2024] UGCommC 153

COURT

Commercial Court of Uganda

BEFORE

Ocaya, J

CASE / FILE NUMBER

Civil Suit 593 of 2023

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5 THE REPUBLIC OF UGANDA IN THE HIGH COURT OF UGANDA AT KAMPALA
[COMMERCIAL DIVISION] CIVIL SUIT NO. 0593 OF 2023

10 KARIM MUSA] PLAINTIFF

VERSUS

- 1. GLOVEG AGRI (U) LIMITED
- 15 2. JOEL AITA
- 3. ETRIMA SUNDAY OLISHE] DEFENDANTS

Before: Hon. Justice Ocaya Thomas O. R

20 JUDGMENT

Background

The Plaintiff brought this suit against the Defendants jointly and severally for; breach of contract and recovery of UGX 297,596,810/= and 20,000USD being money had and received

25 by the Defendants, an order for restitution, general damages, punitive damages, interests, and costs of the suit.

The brief facts of the case are that the Plaintiff, a businessman in or around 2019 was approached by the 2nd and the 3rd Defendants acting on behalf of the 1st Defendant as a

30 company engaged in corporate farming introduced to the Plaintiff a business idea of carrying out commercial farming through the 1st Defendant purported to have the ability to avail acres of land, seeds, manpower, and all farm equipment for carrying out commercial farming.

The Plaintiff then invested a total sum of UGX 297,596,810/= and 20,000 USD to carry out 35 commercial farming on his behalf for 2 years and earn profit. That on the 13th December 2019, the Plaintiff made an initial deposit of UGX 30,000,000/= as commitment fees, and on

- 5 the 5th March 2020, he entered into an agreement with the 1st Defendant to hire 100 acres of land for purposes of carrying out farming and the production cost of UGX 110,000,000/= for the 1st season which was dully paid plus the initial deposit of UGX 30,000,000/= made bringing the total to UGX 140,000,000/=.
- 10 The 1st Defendant undertook to give Plaintiff updates on the corporate farming activities, and performance of the crops, and pay the Plaintiff profits from the farming. The Plaintiff in fulfilment of his undertaking in the contract paid a total of UGX 100,000,000/= on the 4th March 2020 remaining with a balance of UGX 10,000,000/= which he also paid on 1st July 2020. The Defendant agreed to pay to the Plaintiff a profit of UGX 123,000,000/= but at the end of the 1st 15 season the Plaintiff did not receive any profits.

In or around July 2020, the Plaintiff and the Defendants entered into a similar contract for an investment of 150 acres for a second season in which the Plaintiff paid 20,000 USD on 16th July 2020. The Plaintiff paid UGX 72,600,000/= on 19th August 2020, UGX 10,479,250/= on

- 16th September 2020, and finally UGX 73,920,000/= on 17th 20 September 2020. The Defendants however failed to accomplish his undertakings as stated in the contract as he did not give updates to the Plaintiff on the activities undertaken on the farm and the performance of the crops every month. The Plaintiff was also not paid any profits from the second season as was promised by the Defendants and he made several demands for over three years for
- 25 the money all in vain.

The Plaintiff also pleaded for special damages and particularized them as follows:-

- i. The Plaintiff on the promise of getting profit in the corporate farmer activities paid UGX 110,000,000/= for the first season and before the said payment, he paid UGX 30 30,000,000/=
- ii. The Plaintiff paid a sum of UGX 230,999,250/= in the second season in agreement that he would profit out of the farming.
- iii. The Plaintiff on this account seeks UGX 297,596,810/= and 20,000 USD for the two seasons of January-July and July- September 2020.

- 5 The Defendants did not file a Defense nor did they enter an appearance in this matter and on the 23rd August 2023, the Plaintiff wrote to Court praying for default judgment under Order 9 Rules 5, 7, and 10 of the Civil Procedure Rules and the same was granted by the Registrar on the 10th October 2023 and eventually set down for formal proof.
- 10 The Plaintiff adduced evidence of service of summons on the Defendants; on the 18th of July 2023 the 2nd Defendant was served at his office address and an affidavit of service was filed on record. On the 4th of August 2023, further summons were also duly served on the 1st and 3rd Defendants in their official address which was received by the Chief Finance Officer, of the 1st Defendant Wandera Francis who received and acknowledged the summons on behalf of 15 the 1st Defendant upon instructions from the 3rd Defendant and an affidavit of service of

summons was filed on Court records.

Order 9 rule 5 provides that:-

Where any Defendant fails to file a defense on or before the day fixed in the summons and the

20 *Plaintiff is desirous of proceeding upon default of filing the defense under any of the rules of this Order, he or she shall cause an affidavit of service of the summons and failure of the Defendant to file a defense within the prescribed time to be filed upon the record.*

Rule 7 provides that:-

- 25 *Where the plaint is drawn claiming a liquidated demand and there are several Defendants of whom one or more files a defense on or before the day fixed in the summons, and another or others of them fail to file a defense, the court may, subject to rule 5 of this Order, pass judgment as in rule 6 of this Order against such as have not filed a defense, and execution may issue upon such judgment and decree without prejudice to the plaintiff's right to proceed with the action*
- 30 *against such as have filed a defense.*

Rule 10 provides that:-

In all suits not by the rules of this Order otherwise specifically provided for, in case the party does not file a defense on or before the day fixed therein and upon compliance with rule 5 of

35 *this Order, the suit may proceed as if that party had filed a defense.*

- 5 In *Kanji Devji V. Damodar Jinabhai & Co. (1934) 1 EACA 87*, which is still a good authority on a Defendant's failure to enter an appearance in Court, it was held that A Defendant who fails to file a defense puts himself out of Court and no longer has any locus standi and cannot be heard.

- 10 In the premises, having been convinced by the evidence of the affidavit of service showing all the summons served on the Defendants, the Court was inclined to grant a default judgment against the Defendants.

Representation and Submissions:

15 The Plaintiff was represented by the law firm of M/s MESA Advocates and filed Written submissions directed by Court. The Defendants did not enter appearance or participate in the proceedings.

Evidence:

- 20 The Plaintiff presented one witness, himself, as PW1 and he gave his evidence in chief by way of a witness statement. The Plaintiff filed its trial bundle of 8 documents on record which was admitted on Court record, namely – A copy of the Price projections for the cultivation of different crops (PEX 1), A copy of the corporate farming(PEX 2), A copy of the price projection for cultivation of rice crops(PEX 3), A copy of receipt for payment of money in respect to the
- 1st 25 season of UGX 30,000,000/=, A copy of receipt for payment of money in respect to the 1st of USD 20,000, A copy of receipt for payment of money in respect to the 1st season of UGX 10,000,000/=, copies of emails with the Defendants confirming acreage and price projects for the 2nd season, A copy of payment receipts for money paid for the 2nd Season, A copy of financial statement showing receipt of UGX 30,000,000/= and a copy of the demand notice
- 30 to the Defendants.

Issues:

The Plaintiff filed a scheduling memorandum and the Court adopted the following issues for resolution;

35 1. Whether there was a breach of Contract?

- 5 2. Whether the Defendants are indebted to the Plaintiff?
- 3. What remedies are available to the Parties?

Decision:

Issue 1: Whether there was a breach of Contract?

- 10 In civil proceedings, the burden of proof lies on the party who alleges and the said party must prove their case on a balance of probabilities if they are to obtain the remedies sought in court. see *Lord Denning in Miller versus Minister of Pensions (1947)2 ALL ER 372 on page 373*. See *Section 101 and Section 103 of the Evidence Act*.

- 15 When a Plaintiff has led evidence establishing his or her claim, he or she is said to have executed the legal burden. The evidential burden then shifts to the Defendant to rebut the Plaintiff's claims.

The Plaintiff adduced a contract for corporate farming, PEX 2 that he signed with the 1st Defendant company and the 3rd Defendant signing as a signatory and on behalf of the 1st Defendant for the cultivation of rice on 100 acres for UGX 110,000,000/=. The Plaintiff further in Paragraphs 5 (c) and (d) of the witness statement stated that he paid UGX 110,000,000/= for the 1st cultivation season in three installments and adduced evidence of payment receipts in PEX 4, PEX 5, and PEX 6 all received by the 1st Defendant. The Plaintiff

- 25 further in paragraphs 5 (e) and (f) stated that he entered into a further agreement with the Defendants where he paid a total of UGX 156,999,250/=: in three installments of UGX 156,999,250/= on 19th August 2020, UGX 10,479,250/= and UGX 73,920,000/= on 17th September for the 2nd season of cultivation and adduced the payment receipts in PEX 8. Counsel for the Plaintiff cited the definition of a contract in Section 10 of the Contracts Act to
- 30 buttress the existence of a valid contract that; A contract may be oral or written or partly oral and partly written or may be implied from the conduct of the parties.

It is trite law that a court can find the existence of a contract in more than one way other than a single contract document. A series of transaction documents outlining principally the 5 ingredients of a contract form a contract. In **RTS Flexible Systems Ltd V. Molkerei Alois Muller GMBH & Co. KG** [2010] 2 ALL ER Lord Clarke set out the general principle that:-

"Whether there is a binding contract between the parties and, if so, upon what terms depends upon what they have agreed. It depends not upon their subjective state of mind, but upon a consideration of what was communicated between them by word or conduct, and whether that

- 10 *leads objectively to a conclusion that they intended to create legal relations and had agreed upon all the terms which they regarded or the law requires as essential for the formation of legally binding relations. Even if certain terms of economic or other significance to the parties have been finalized, an objective appraisal of their words and conduct may lead to the conclusion that they did or did not intend the agreement of such terms to be a pre-condition to*
- 15 *a concluded and legally binding agreement."*

In this instant case, the agreement adduced, PEX 2 shows the existence of a contract between the Plaintiff and the 1st Defendant company. Further actions of the Plaintiff in making the stated payments for the two seasons of cultivation goes to show the Plaintiff performing his

20 end of the agreement as consideration plus the acknowledgment of the same by the 1st Defendant. Therefore, there existed a contract for large-scale farming of rice for two seasons of cultivation between the Plaintiff and the 1st Defendant.

Counsel for the Plaintiff cited the case of *Microstar Computers (U) Limited v IT office (U)* 25 *Limited Civil Suit No. 0718 of 2022*, where the Court defined a breach of contract to mean where one or both parties fail to fulfill obligations imposed by the terms of the contract.

Counsel submitted that the Plaintiff invested and paid to the Defendants for two seasons of cultivation a total of UGX 266,999,250/= for 250 acres of rice and in return for profits, the

30 Defendants represented to the Plaintiff that they would pay him UGX 1,950,000/= per acre at the end of the respective season which they did not do thereby breaching the contract.

In *Ronald Kasibante v. Shell Uganda Ltd Civil Suit No. 542 of 2006*, Honorable Justice Hellen Obura (as she then was) defined breach of contract as:

- 5 "The Breaking of the obligation which a contract imposes which confers a right a right of action for damages on the injured party. It entitles him to treat the contract as discharged if the other Party renounces the contract or makes the performance impossible or substantially fails to perform his promise; the victim is left suing for damages, treating the contract as discharged or seeking a discretionary remedy."*
- 10

Black's Law Dictionary 11th Edition Page 232 defines breach of contract as violation of a contractual obligation by failing to perform one's own promise, by repudiating it, or by interfering with another party's performance.

- 15 In this instant case, the Plaintiff in fulfillment of the terms of the arrangement with the 1st Defendant made a total payment of UGX266,999,250/= for 250 acres of rice cultivation for 2 seasons whereas under clause 4 of the agreement under the 1st Defendant's responsibility, it was tasked with plowing, planting, weeding, harvesting and minimizing loses of the cultivated crop.
- 20

It was also charged with providing regular updates to the Plaintiff and providing a market for the Plaintiff whereupon the Plaintiff was estimated to get the amount of UGX 1,950,000/= per acreage of the harvest which the Plaintiff claims was not done by the Defendants hence the breach.

It is trite that a Defendant who fails to file a defense puts himself out of Court and no longer has any locus standi to be heard see *Kanji Devji V. Damodar Jinabhai & Co. (1934) 1 E. A. C. A.87*. It is also important to note that failure of appearance in a court matter not only leaves the other parties claims uncontested but also it is a constructive admittance of the 30 allegations therein. However, the Court still has the duty to evaluate the evidence adduced

In this instant matter, having perused the agreement adduced PEX 2 and the uncontested evidence of the Plaintiff in performing his part of the agreement whereas the Defendants did to the required standard of a balance of probabilities.

35 not; To add on the fact that the Defendants did not enter appearance to controvert the
5 Plaintiff's allegation. I am convinced that the Plaintiff has proved that there was a breach of contract on a balance of probabilities.

I therefore find there was a breach of contract.

10 Issue 2: Whether the Defendants are indebted to the Plaintiff?

The Plaintiff in his plaint prayed for recovery of UGX 297,596,810/= and USD 20,000 and in paragraphs 5 (g), (h) and (i) stated that upon making demands for the outcome of the investment, the Defendants responded by saying that the proceeds of the first seasons were affected by Covid-19 and that instead of paying UGX 195,000,000/= they would only pay him

- 15 UGX 123,795,000/= which he reluctantly agreed to receive however, the Defendants paid UGX 30,000,000/= from the UGX 123,795,000/= leaving a balance of UGX 93,795,000/= from the first season and no money was paid to him for the second season. The Plaintiff went on to state that the Defendants are indebted to him in total to the sum of UGX 386,295,000/= inclusive of the would-be interests.
- 20

Order 6 Rule 7 of the Civil Procedure Rules prohibits departure from pleadings by the parties and the court and provides that:-

"*Departure from previous pleadings.*

No pleading shall, not being a petition or application, except by way of amendment, raise any
25 *new ground of claim or contain any allegation of fact inconsistent with the previous pleadings of the party pleading that pleading.*"

The position of the law above was re- affirmed in the cases of *Jani Properties Ltd. vs. Dar es Salaam City Council [1966] EA 281, and Struggle Ltd vs. Pan African Insurance Co. Ltd.*

- 30 *(1990) ALR 46 – 47,* that the parties in civil matters are bound by what they say in their pleadings which have the potential of forming the record and the court itself is also bound by what the parties have stated in their pleadings as to the facts relied on by them. No party can be allowed to depart from its pleadings.
- 35 In the instant case, the Plaintiff's claim of UGX 386,295,000/= in his witness statement is contrary and a departure from the stated claim in the pleadings without any application of

5 amendment of pleadings. The court shall, therefore, in resolving this issue keep the claim of UGX 297,596,810/= and USD 20,000 in the pleadings.

Following the finding in issue 1 above, that there was a breach of the contract, issue 2 tasks the court to find whether the Defendants are jointly or severally indebted to the Plaintiff.

The framing of this issue as it is, is whether the Defendants collectively are indebted to the Plaintiff. It is important to note that the 1st Defendant is a body corporate whereas the 2nd and the 3rd are individuals with seemingly positions of authority in the 1st Defendant. To that effect the Plaintiff did not adduce the 1st Defendant's particulars of directors or other company documentation to show the position of the 2nd and the 3rd Defendants in the 1st Defendant company.

The signatory in the agreement Plaintiff entered into in PEX 2 was that of the 3rd Defendant for and on behalf of the 1st Defendant occupying the position of the Chief Executive Officer in 20 the 1st Defendant company. There is no evidence attached of any relation between the 2nd and the 1st Defendants in this matter.

The legal identity/persona and culpability of a company has been a long-settled matter in *Salomon v. A. Salomon & Co. Ltd & Anor [1897] AC 22*, that a company is a separate legal entity from its shareholders. In *Beatrice Odongo & Anor V. Tamp Engineering Consultants Ltd CACA No. 8 of 2020*, Mugenyi, JOA observed on the principle in Salomon v. Salomon *(supra)*, that in general terms, that principle pertains that a company is a legal entity that is separate and distinct from its members, shareholder and/or directors. Of course, a company is an entity in a vacuum, as far as physics goes, and carries no physical form as such, it needs

30 human individuals to carry out its day-to-day activities for and on its behalf. Lord Denning in *HL Bolton (Engineering) Co Ltd V. T. J Graham & Sons Ltd [1956] 3 ALLER 624*, famously lined a company to a human body and stated thus:

"A company may in many ways be likened to a human body. They have a brain and a nerve center which controls what they do. They also have hands that hold the tools in accordance

35 *with directions from the center. 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*

- 5 *mind of the company. others are directors and managers who represent the directing mind and will of the company and control what they do. The state of mind of these managers is the state of mind of the company and is treated by the law as such. So you will find in cases where the law requires personal fault as a condition of liability in tort, the fault of the manager will be the fault of the company."*

- 10

The general rule has always been that shareholders and directors are shielded from bearing personal liability for a company's obligation. However, there are exceptions to this rule and circumstances where the Court can pierce the shield and lift the veil protecting the directors and the shareholders of the company.

Black's Law Dictionary, 11th Edition page 1367 defines "piercing the corporate veil" to mean "the judicial act of imposing personal liability on otherwise immune corporate officers, directors and shareholders for the corporation's wrongful acts. In *Gunning v. Naguru Tirupati Ltd HCMA No. 232 of 2018*, Hon. Justice Flaivia Anglin Senoga held that Lifting the 20 veil means disregarding the corporate personality of a company in order to apportion liability to a person who carries out the act.

Hon. Justice Stephen Mubiru in **ABSA Bank Uganda Limited V. Enjoy Uganda Ltd and 2 OTHERS, HCMA No. 1243 of 2023**, stated that:-

- 25 *"The personal liability of shareholders and directors arises only when the corporate veil is pierced where the applicant pleads and proves that the company did not operate as a legal entity separate and apart from the officers, directors, and shareholders such that the company was actually the alter ego of the shareholders, officers, and directors and not a separate legal entity; where the corporation is just a shell designed to shield liability, a mere instrument of the*
- 30 *shareholders. The learned Justice further stated that "sometimes the principles of the corporate veil must yield to practical justice*".

The import of all the foregoing is that a party intending to lift the corporate veil must in their pleadings show that the corporation was used to defeat public conscience, justify wrongs,

35 protect against fraud, and defend against crime. See *Section 20 of the Companies Act.*

5 In the present case, the Plaintiff did not plead or adduce any evidence to warrant the lifting of the corporate veil to make the 2nd and the 3rd Defendants liable for the actions of the 1st Defendant company; furthermore, the whole transaction that is the cause of action here was carried between the Plaintiff and the 1st Defendant company, Gloveg Agric(U) Limited with the 2nd and the 3rd Defendants acting for and on behalf of the 1st Defendant corporation.

After the Plaintiff had testified, upon questioning by court the Plaintiff stated that the 2nd Defendant was the Managing Director of the 1st Defendant and the 3rd Defendant was the CEO of the 1st Defendant. He further testified when question by court that the 3rd Defendant signed the Contract on behalf of the 1st Defendant.

As such, the Plaintiff was alive to the capacity of the 2nd and 3rd Defendants and I therefore do not hesitate to find that the Plaintiff has not made out a claim against the 2nd and the 3rd Defendant.

20 In the premises, I find only the 1st Defendant, Gloveg Agric (U) Limited indebted to the Plaintiff in the sum of UGX 297,596,810/= and USD \\$ 20,000.

Issue 3: What remedies are available to the Parties?

The Plaintiff prayed for General damages, special and punitive damages, and interest. I will 25 deal with each head of claim.

General Damages:

Black's Law Dictionary 11th Edition page 488 defines damages as the sum of money which a person wronged is entitled to receive from the wrongdoer as compensation for the wrong.

30 Damages are the direct probable consequence of the act complained of. See *Storms versus Hutchinson (1905) AC 515.* The consequence varies from a loss of profit to physical, inconvenience, mental distress, pain, and suffering. See **Section 61(1)** of the Contracts Act, 2010.

35 In *Haji Asuman Mutekanga versus Equator Growers (U) Ltd. SCCA NO. 7 of 1995,* Oder JSC, held that; *With regard to proof, general damages in a breach of contract are what a Court*

5 *(or jury) may award when the Court cannot point out any measure by which they are to be assessed, except in the opinion and judgment of a reasonable man!.*

PW 1 in his evidence in chief which is uncontested, testified in paragraphs 5 (g), (h) and 6 stated that having invested his monies in the 1st Defendant company, he was expected to

- 10 receive 195,000,000/= for the first season which the Defendants later adjusted to UGX 123,795,000/= and they only paid him UGX 30,000,000/=. Further that the profits from the second season have never been paid to him and that he has made demands to the Defendants for over 4 years to date and because of that, he has suffered inconvenience due to the Defendants actions.
- 15

The principle of restitution integrum that govern the award of general damages envisages the court using its discretionary powers to restore the Plaintiff to the position he would have been in or nearly to its as possible. The Plaintiff has shown that his intention of investing in the 1st Defendant company is to make money in the form of a return of investments from the 20 harvest of the two seasons.

In the premises, I find that the Plaintiff has proved the loss suffered and the inconvenience caused by the 1st Defendant's failure to remit the investment returns as well as holding onto the initial investments and as such. The Plaintiff in his submissions cited the case of *Uganda*

- 25 *National Farmers Federation Ltd Vs Cooper Motor Corporation Civil Suit No. 467 of 2016* which they content is on all fours with this case and in which Hon. J David Wangutusi awarded UGX 50,000,000 as general damages. I have read the decision which was delivered in 2021 and note that the Judgment entered was for US\\$ 178,060 and UGX 117,149,414, much higher than in this case. I would in the circumstances of this case an owing to the depreciation award
- 30 the Plaintiff UGX 50,000,000/= as General damages.

Special Damages:

The Plaintiff prayed for special damages particularized as follows:-

- 5 i. The Plaintiff on the promise of getting profit in the corporate farmer activities paid UGX 110,000,000/= for the first season and prior to the said payment, he paid UGX 30,000,000/=
 - ii. The Plaintiff paid a sum of UGX 230,999,250/= in the second season in agreement that he would profit out of the farming.
- 10 iii. The Plaintiff on this account seeks UGX 297,596,810/= and 20,000 USD for the two seasons of January-July and July- September 2020.

In *Mugabi John V. Attorney General C. S No. 133 of 2022*, special damages were defined as those damages that relate to past loss calculable at the date of trial and encompass past

- 15 expenses and loss earnings which arise out of special circumstances of a particular case. Special damages must be strictly proved where evidence adduced in proving them must show particularity in accordance with the pleadings, and the claim must also be based upon precise calculations.
- 20 In the instant case, the Plaintiff listed amounts which he has equally summed up in the amount had and received the subject of the recovery which the Court has taken notice of, and granting them as special damages would be unjust.

Therefore, this prayer fails since its items are already considered in the prior prayers.

Punitive damages:

In *Obongo v Municipal Council of Kisumu [1971] EA 91*, court held that:-

"... Exemplary/punitive damages are completely outside the field of compensation and although the benefit goes to the person who was wronged, their object is entirely punitive."

Punitive or exemplary damages are an exception to the rule that damages generally are to compensate the injured person. These are awardable to punish, deter, express outrage of the Court at the Defendant's egregious, highhanded, malicious conduct. They are also awardable for the improper interference or illegalities by public officials or big corporations.

5 In cases of breach of contract, the position of the law has tended to be that punitive/exemplary damages are awardable in respect of a breach of contract where the breach involves a tortious act. In essence, punitive/exemplary damages are awardable in respect of tort not the breach of contracts. See *Uganda Revenue Authority V. Wanume David Katamirike SCCA No.3 of 1993.*

In the instant case, the Plaintiff' claim is not one that qualifies for punitive/exemplary damages as such, this claim fails.

Interests:

15 **Section 26(2) of the Civil Procedure Act**, provides for the awarding of interests by the Court at its discretion. Bart Katurabe[Chief Justice Emeritus] in principles Guiding awarding of Damages quoted a passage of Order, JSC in Premchandra Shenoï & Anor V. Maximov Oleg Petrovich, SCCA No. 9 of 2003:-

"In considering what rate of interest the respondent should have been awarded in the instant

- 20 *case, I agree that the principle applied by this Court in Sietco V. Noble Builders (U) Ltd SCCA No. 31 of 1995, to the effect that it is a matter of the Court's discretion is applicable. The basis of awarding of interest is that the Defendant has taken and used the Plaintiff's money and benefited from it".*
- 25 In this case, the 1st Defendant having received and had the Plaintiffs money used the money and the said usage is not likely to the Plaintiff's benefit as shown by the 1st Defendant's failure in remitting the profits and as such, it can mean the 1st Defendant used the Plaintiff's money to its benefit in one way or another.
- 30 Therefore, in consideration of time and the inflation rates, I award the Plaintiff an interest rate of 15% on the amount recoverable from the date of filing the suit until payment in full. In the same vein, the Plaintiff is awarded interest of 10% on the General damages form the date of the judgment till payment in full.

5 *Costs:*

Section 27 of the Civil Procedure Act provides that costs follow the suit unless there is a strong reason to suggest the contrary and are awarded at Court's discretion. See *Harry Ssempe V Kamabagambire David HCCS 408 of 2014, Lyamuleme David V. AG SCCA No. 4 of 2013, Anglo-Cyprian Trade Agencies Ltd V. Paphos Wine Industries Ltd [1951] 1 ALL*

10 *ER 873.*

15