

UGANDA / JUDGMENT

Kigozi v Security Group Uganda Limited (Miscellaneous Application 49 of 2024) [2025] UGIC 18 (27 February 2025) [2025] UGIC 18

COURT

Industrial Court of Uganda

BEFORE

Wabwire Musana, J, Namara, Panel Member,
Nabirye, Matovu

CASE / FILE NUMBER

Miscellaneous Application 49 of 2024

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THE REPUBLIC OF UGANDA IN THE INDUSTRIAL COURT OF UGANDA AT KAMPALA MISCELLANEOUS APPLICATION NO.49 of 2024 ...

(Arising out of Labour Dispute Miscellaneous Application No. 036 Of 2022)

KIGOZI SAMUEL.....**APPLICANT VERSUS**
SECURITY GROUP UGANDA LTD..... **:: RESPONDENT**

Before: The Hon. Mr. Justice Anthony Wabwire Musana *\' - &***Panelists:** Hon. Adrine Namara, Hon. Suzan Nabirye & Hon. Michael Matovu.**Representation: T'T**

1. Mr. Jonan Nuwandinda Rwambuka of M/s. Rwambuka & Co Advocates for the Applicant. 2. Dr. Ivan Engoru of Engoru, Mutebi & Co Advocates for the Respondent.

RULING

- [1] By motion[1](#page-0-0), the Applicant sought an order for execution of the decree in Labour Dispute Miscellaneous Application No. 30 of 2022, together with costs. The background facts of the application are common. On the 13th of January 2023, this Court issued a conditional stay of execution of the decree in Labour Dispute Reference No. 12 of 2018, by which the Respondent was required to deposit a bank guarantee for UGX 82,567,452/=. In the reference, the Industrial Court had entered a determination of unlawful termination in favour of the Applicant and ordered the Respondent to pay the Applicant

some UGX 156,694,000/=. In his supporting affidavit, the Applicant avers that the Diamond Trust Bank Guarantee dated the 14th of February 2023 expired on the 13th day of February 2024 and had not been renewed.

- [2] In opposing the application, Ms. Winifred Akello, the Respondent's Human Resources and Administration Manager, furnished this Court with a renewed Diamond Trust Bank Guarantee dated 19th February 2024, valid until the 18th day of February 2025.
- [3] In rejoinder, the Applicant maintains that he checked with the Registry of this court before filing the application and found that the initial guarantee had expired on the 13th of February 2024. He also averred that with interest accruing, the guarantee was no longer adequate security. The Applicant also questioned the Respondent's Counsel's instructions.
- [4] We invited the parties to file written submissions which we have considered.

The motion was anchored on Section 98 CPA and Order 52 Rule 1 CPR.

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- While rendering this ruling, on the 17th of February 2025, the registry of this Court received a fresh Diamond Trust Bank Ltd guarantee dated the 24th of January 2025, valid until the 16th day of February 2026 for the sum of UGX 82,567,452/= as ordered by this Court on the 13th of January 2023. Because the Court has in its possession a valid guarantee at the date of rendering this ruling, it is this Court's view that the application is moot. A matter is considered moot in legal terms when there is no longer a live controversy or when the issue has been resolved, making a decision unnecessary.[2](#page-1-0) 3It has been overtaken by events, and there is no legal question on the validity of the guarantees that should merit any further comment from the Court.
- [6] Regarding instructions to appeal, we agree with Dr. Engoru, for the Respondent. In our ruling in *Security Group Limited v KiqozP* in paragraph 8.1 and particularly 8.1.6 and 8.1.8 we dealt with the questions of instructions at considerable length and detail. We are unpersuaded that the point is not *res judicata*.
- [7] As the matter is moot, the application is dismissed with no order as to costs.

It is so ordered.

Signed in chambers at Kampala this 27th day of February, 2025.

Anthony Wabwire Musana, Judge, Industrial Court of Uganda

The Panelists Agree:

- 1. Hon. Adrine Namara,
- 2. Hon. Susan Nabirye &

*y

3. Hon. Micheal Matovu.

< Ruling Delivery.

^I direct the Acting Registrar of this Court, His Worship Dr. Daniel Lubowa, to deliver the ruling to^he parties in their presence on the date appointed for delivery.

Anthony\NVabwire Musana, Judge, Industrial Court of Uganda.

² Moolness is another doctrine which the courts may consider in determining competency of the application for judicial review. It relates whether a decision 'presents an existing controversy or live controversy¹, which is a necessary ingredient if the courts wish to avoid 'giving advisory opinions on abstract propositions of law. Per Ssekaana J (as he then was) in *Community Justice andAnti Corruption Forum v Law Council andAnor* [20211 UGHCCD 19 3 [20231 UGfC 4

^{*} [https7/ulii.org/akn/ug/judgment/ugic/2023/4/enq@2023-01-13#:~:text=ln%20the%20matter,case%20before%20us](https://ulii.org/akn/ug/judgment/ugic/2023/4/enq@2023-01-13#:~:text=ln%20the%20matter,case%20before%20us).

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