

UGANDA / JUDGMENT

Mbabazi v Equity Bank Uganda Limited (Miscellaneous Application 1599 of 2021) [2023] UGCommC 237 (11 January 2023)

[2023] UGCommC 237

COURT

Commercial Court of Uganda

BEFORE

Anna B. Mugenyi, J

CASE / FILE NUMBER

Miscellaneous Application 1599 of 2021

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THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA (COMMERCIAL DIVISION)

MISC. APPLICATION NO. 1599 OF 2021 (ARISING FROM CIVIL SUIT NO. 499 OF 2021)

IVAN MBABAZI BATUMA

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T/A RUSHAGA GOLILLA CAMP ::::::::::::::::::::::::::::::

VERSUS

EQUITY BANK UGANDA LIMITED ::::::::::::::::::::::::::::::

BEFORE: HON. LADY JUSTICE ANNA . B. MUGENYI

RULING

I have read the pleadings and the written submissions of the Applicant in this matter.

Both parties brought to the attention of this court the existence of an arbitral agreement /clause between the parties i.e. in the Merchant Services Agreement endorsed by both parties in 2014.

The Arbitration clause states:

"This Agreement shall be governed in all respects by Uganda law and card scheme rules and regulations under which the bank and merchant operates. The parties agree that any dispute arising from this agreement shall be referred for final determination to one arbitrator appointed by Agreement of the parties in accordance to the provisions of the Arbitration Act (No.5 of 1995) or such other statutory modification or enactment in place thereof.

versus Lira Tobacco Stores HCMA 310/2073; Daniel Delestre & Others vs, sus HiB Telecom HCMA 310/2013 inter alia).

In the premises; and given the existence of a clear arbitration clause or agreement between the parties as seen above; the present matter is referred for Arbitration proceedings to ensue.

As guided by the aforementioned authorities; Civil Suit 499 of 2021 lapses as the entire dispute is referred for resolution through arbitration in accordance with the Agreement/Contract between the parties the subject of which can only return to this Court for appellate or supervisory interventions as provided for under the Arbitration and Conciliation Act.

Further, costs occasioned by commencing the suit in this Court shall be determined by the arbitral tribunal appointed to handle the arbitration proceedings and the said issue of costs is accordingly referred to it.

I do not find it necessary to address the other preliminary objections raised by the Applicant having held as I have above.

This file shall be closed accordingly.

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DATED :..... L t. I t l. m. u l.. HON, LADY JUSTICE ANNA ,8, MUGENYI

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