

UGANDA / JUDGMENT

Mugisha v G4S Security Limited (Labour Dispute Reference 151 of 2020) [2024] UGIC 67 (22 November 2024) [2024] UGIC 67

COURT

Industrial Court of Uganda

BEFORE

Wabwire Musana, J, Musimbi, Panel Member,
Bigirimana penal member, Lapenga

CASE / FILE NUMBER

Labour Dispute Reference 151 of 2020

Source: ulii.org · Research copy typeset by Esheria. Not court-issued or certified.

THE REPUBLIC OF UGANDA IN THE INDUSTRIAL COURT OF UGANDA AT KAMPALA
LABOUR DISPUTE REFERENCE NO. 151 OF 2020

MUGISHAMUHAMMADI CLAIMANT

VERSUS

G-4S-SECURITYLTD:.....RESPONDENT

Before:

Anthony Wabwire Musana J.

Panelists: Hon. Jimmy Musimbi, Hon. Emmanuel Bigirimana & Hon. Can Amos Lapenga Matovu.

Representation:

1. Ms. Emma Nantume of M/S KTA Advocates for the Claimant.

2. Mr. Patrick Mugalula of M/S Katende, Sempebwa & Co. Advocates for the Respondent.

Case Summary

Civil Procedure-Admissions- The Respondent argued that a letter from the claimant's lawyer constituted an admission of resignation, while the claimant contended it did not. The Respondent applied for judgment on admission. The court examined the letter's wording and relevant legal precedent regarding admissions. The court determined that the letter did not contain a clear and unambiguous admission of resignation. Therefore, the application for judgment on admission was denied, and the trial will continue. The decision hinged on the precise language used and the need for unambiguous admissions to justify such a judgment.

RULING**Introduction**

[1] This ruling concerns an application for judgment on admission made under Order 13 Rule 6 of the Civil Procedure Rules S.I 71-1 (CPR) by which Mr. Mugalula, for the Respondent, argues that the Claimant has admitted the fact of his resignation in paragraph 4 of his then lawyers (M/S Sekabanja & CO Advocates) letter dated 27th March 2018. The letter was admitted as CEX5. After the oral application, Ms. Nantume, appearing for the Claimant, sought to file a written response.

Background Facts/Procedural History

[2] In his memorandum of claim, the Claimant sought a declaration that he had been unfairly and unjustifiably terminated. He was employed as a security guard on the 10th of August

LDR 151/2020 Ruling Justice AnU^ony Wabwkw^hfiT^

V

I

2016. During his service, he was required to hand over all his academic certificates, and there was some dispute over the return of these documents. In February 2018, the Claimant sought sick leave, which was approved until 14th March 2018. When he returned to work on the 15th of March 2018, he contended that he was rudely directed to look for work elsewhere. He also claimed that he was asked to sign resignation forms on various occasions to obtain clearance, but he refused.

- [3] In its defence, the Respondent contended that the claim was misconceived, bad and barred in law. It was argued that the Claimant had abandoned his work, absconded from duty and deserted without making a formal handover.

- [4] The parties filed a joint scheduling memorandum (JSM) and proposed three issues. When the matter was called before this Court on the 1st of June 2023, the JSM was adopted with two issues for determination viz (i) whether the Claimant was unfairly or unlawfully terminated and (ii) What remedies are available to the parties. The parties' respective trial

bundles were admitted, and the Claimant took the stand. After giving his evidence, he was cross-examined and re-examined. The matter was adjourned to the 30th of October, 2023, for further hearing and then the 23rd of April, 2024, when Mr. Mugalula applied for the judgment on admission.

- [5] At that point, a panel member had left the Court, and one other member had been taken ill, rendering the Court improperly constituted under Section 12(1) of the Labour Disputes (Arbitration and Settlement) Act Cap. 227. The panel is now reconstituted.

Determination on the question of admission

Summary of Respondent's Submissions

- [6] Mr. Mugalula submitted that the Claimant had admitted the fact of his resignation as contained in paragraph 4 of his then lawyers (Ms Sekabanja & Co Advocates) letter dated 27th March 2018 (CEX5).

Claimant's reply

- [7] By way of written submissions, Ms. Nantume argued that the Claimant had been given resignation forms, but he refused to sign them. It was contended that the application for judgment on admission was in bad faith and ought to be dismissed with costs.

Submissions in reply

- [8] Mr. Mugalula referred to paragraph 4 of CEX 5 as an admission that the Claimant had resigned from his workplace. He cited Order 13 Rule 6 CPR and **Connie Kekiyonza Watuwa**

**and 2 Others v Attorney General*[1](#page-2-0)* for the law on admissions. He argued on the authority of **Etuket v Kampala Pharmaceutical Industries*[2](#page-2-1)* that paragraph 4 of CEX5 amounted to an admission. Counsel also argued in the alternative that this evidence was contemporaneous and undisputed and cited **Kisembo & Anor v Cooperative Bank Ltd*[3](#page-2-2)* in support of that proposition. We were asked to enter a judgment on admission and proceed to determine the rest of the claim.

Decision

- [9] In **Uganda Communications Employees Union and Others v Uganda Telecom Limited and Another*,[4](#page-2-3)* we explained the law of admissions from Section 16 of the Evidence Act Cap.8. An admission is a statement, oral or documentary, which suggests any inference as to any fact in issue or relevant fact, and which is made by any of the persons, and in the circumstances, hereinafter mentioned. Sections 17 to 19 of the Evidence Act define the circumstances under which an admission may be made. We also referred to the Uganda Civil Justice Bench Book, which defines an admission as an acknowledgement that particular facts are true. Admissions dispense with the need for proof of a point and mean

that a party has conceded to the truth of an alleged fact.[5](#page-2-4) The admission must be unambiguous, clear, unequivocal, sufficient, plain and obvious.[6](#page-2-5) This requirement ensures that the judgment entered based on an admission is certain and fair, as it is based on the acceptance of facts and an understanding of the consequences of a judgment.

- [10] The impugned paragraph 4 of CEX 5 reads as follows:

" 4. Our attention has also been drawn that our client, on several occasions tendered in his resignation letters, however, you have wilfully refused to acknowledge his resignation".*

This letter was in response to a letter dated the 10,h of November 2017 by M/S Kasirye, Byaruhanga & Co Advocates(CEX4), which was itself a reply to a demand letter by M/S Rwakafuuzi and Co Advocates(CEX3) seeking a return of the Claimant's academic documents. Does this letter amount to an admission of resignation by the Claimant?

[11] In **Watuwa,* Ssekaana J.* considered a series of correspondence to amount to an admission that the Government of Uganda had taken over land. In **Kyambadde & Anor v Uganda Electricity Transmission Company Ltd & 3 Ors*[7](#page-2-6)* *Mwangushya J.* *(as he then was)* referred to **Matovu,** where the Honourable Mr. Justice V. ^F Musoke Kibuukafas **he then was)** stated as follows:-

LDR 151 of 2020 Ruling Anthdhy Wabwii J

¹ [20211 UGHCCD 29

² [20191 UGIC 5

³ [20151 UGCA41

⁴ [2024] UGIC 21

⁵ See *Matovu Luke & ORS vs. Attorney General, HC Misc. Appl. No. 143 of 2003.*

⁶ See *Consolidated Bank of Kenya Ltd v Mombasa Development Ltd and Another* [1997]eKLR

⁷ 2012 UGHC 137

"In a persuasive Judgment of the Court of Appeal of Kenya in *Agricultural Finance Corporation* Us *Kenya National Insurance Corporation*, Civil Appeal No. 271 of 1996, the Court took the view that where the admission is not ambiguous, the court ceases to have a discretion whether to enter a judgment or not. It must do so. According to Phipson on Evidence, Chapter 24, In Civil cases, Statements made out of Court by a party to the proceedings or by any person connected with him by any relevant relationship are admissible in evidence against but not in favour of such party. Admissions are admissible against the Crown as against ordinary parties. It is generally immaterial to whom the admission was made. An admission made to a stranger to the suit is

receivable and as relevant as one made to the opposite party. The position of the law appears to be, that private memoranda, though not communicated to the opposite side or to third persons as are admission made to himself or herself in soliloquy. (Underlining provided for emphasis).*

- [12] From the reasoning in **Matovu**, an Advocate would be a person connected to a litigant by the relevant relationship of Advocate/Client, and therefore, any admissions made by an Advocate of a Client would be admissible.^[8](#page-3-0) This is also the import of Section 17(1) of the Evidence Act which makes an admission by an agent admissible. So, the short question is whether Messrs Sekabanja & Co Advocates admitted to the Claimant's resignation from employment with the Respondent. In our analysis, the impugned paragraph 4 of CEX5 was a response to several issues. In paragraph 4, the Advocates stated that their attention had also been drawn that their client had, on several occasions, tendered in his resignation letters, and the Respondent wilfully refused to acknowledge his resignation. In our view, a plain and ordinary reading of this paragraph suggests that the matter of resignation and refusal to acknowledge resignation had been brought to the Advocate's attention. The Advocates did not admit that the Claimant had resigned, only that a resignation and refusal to accept the same had been brought to their attention. In our view, they did not say that their client had resigned from employment.
- [13] Admissions are required to be unambiguous, clear and plain. In **Choitram & another v Nazari*^[9](#page-3-1)* it was observed;

"...that before entering judgment on admission, the admissions have to be plain and obvious, and clearly readable because they must result in judgment being entered. They must be obvious on the face of them without requiring a magnifying glass to ascertain their meaning. Much depends on the language used. The admissions must leave no room for doubt that the

^{⁸} See *Saracen (U) Limited v Farsk Mat Restaurant Limited* (Miscellaneous Application 2513 of 2023) [2024] JGCommC 335 (6 November 2024) where an Advocate admitted the existence of a contract and debt sum orally in Court.

^{⁹} [1984] KECA116 (KLR)

parties passed out of the state of negotiations onto a definite contract. The circumstances must be such that if, upon a purposeful interpretation of admissions of fact, the case is plain and obvious that there is no room for discretion to let the matter go to trial, then nothing is to be gained by having a trial. The court must not exercise its discretion in a manner which renders nugatory any express provision of the law."

In our judgment, we should not exercise our discretion to enter a judgment on admission. The application for judgment on admission is disallowed. As the matter is part-heard, its trial shall proceed.

It is so ordered.

Dated, delivered and signed at Kampala this 22nd day of November 2024

Anthony Wabwire Musana, Judge, Industrial Court

THE PANELISTS AGREE:

- 1. Hon. Jimmy Musimbi,
- 2. Hon. Emmanuel Bigirimana &
- 3. Hon. Can Amos Lapenga

22nd November 2024

10:47 a.m.

Appearances

| 1. | For the
Claimant: | for
Mr. Norbert Nyakuni, holding brief
Ms. Emma |
|---|-----|-----| | | Nantume for
the Claimant
who
is in Court. |

2. The Respondent is absent:

| Court Clerk: | Ms. Matilda Nakibinge and Mr. Amos Karugaba. | |
|-----|-----|---| | Mr. Nyakuni: | is
for
Matter
ruling, and we are ready to receive it. | | | Court: | Ruling delivered in open
Court. | |

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE	https://ulii.org/akn/ug/judgment/ugic/2024/67/eng@2024-11-22
CASE PAGE	https://chat.esheria.ai/case-law/uganda/mugisha-v-g4s-security-limited-labour-dispute-reference-151-of-2020-2024-ugic-67-22-november-2024-unknown-topic-unknown-court-2024

Prepared on 14 October 2026 · Esheria