

UGANDA / JUDGMENT

Owarwo v Total (U) Ltd (HCCS 5 of 2021) [2024] UGHC 679 (19 July 2024)

[2024] UGHC 679

COURT

High Court of Uganda

BEFORE

Allan Nshimye, J

CASE / FILE NUMBER

HCCS 5 of 2021

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THE REPUBLIC OF UGANDA IN THE HIGH COURT OF UGANDA AT MBARARA HCCS 05 OF 2021

DR. VINCENT OWARWO ----- PLAINTIFF**VERSUS****10 TOTAL (U) LTD ----- DEFENDANT****BEFORE:** Hon. Justice Nshimye Allan Paul M.**JUDGMENT****REPRESENTATION**

The Plaintiff was represented by M/S by Advocate Abasa Pidson from M/s Ivory Advocates, while the Defendant was represented by Advocate Paul Ekochu from M/s GP Advocates.

INTRODUCTION

The Plaintiff, Dr. Vincent Owarwo commenced a suit by ordinary plaint on 11th January 2021 against Total (U) Ltd claiming special damages, general damages arising from negligence. He averred that on 23rd November 2019, he drove his Range

- 25 Rover motor vehicle registration UBD 476F to Total Rwizi Service Station along the Mbarara-Kabale Highway and instructed the pump attendant to fill it with 30 litres of diesel. That the attendant instead filled the vehicle's tank with petrol, which forced the Plaintiff to complain to the station's manager.

- 30 That the manager of the service station undertook to hire a professional mechanic to remove the petrol from the vehicle's tank. That the vehicle was drained, and it

functioned for a few days but later totally broke down forcing the Plaintiff to seek independent assessment of the vehicle. The plaintiff alleged that assessment revealed that the vehicle's engine was unsalvageable rendering it completely inoperable. The Plaintiff contends that the pump attendant was in the ordinary course of his employment for the Defendant and acted negligently causing loss and

therefore the Defendant is liable for the actions of its agent.

The defendant, Total (U) Ltd, filed a written statement of defence filed on 15th February 2021, the Defendant denied the allegations and contended that the 10 plaintiff knew or ought to have known that at all material times the employees of the said petrol station were not under the direction and control of the defendant. That at the material time, the subject petrol station was operated by a licenced dealer who would employ the workers thereon.

15 AGREED FACTS

The parties filed a joint scheduling memorandum on 13th October, 2022 wherein the agreed fact is stated that ;

"On 23rd November 2019 the plaintiff fuelled motor vehicle Reg No UBD 476F at a total branded petrol station known as Total Rwizi Service Station at* 20 *Mbarara"

ISSUES

The parties filed a joint scheduling memorandum on 13th October, 2022 wherein they agreed to the following issues for Court's determination;

- 25 1. Whether the Motor Vehicle Reg. No. UBD 476F was damaged, and if so whether the damage was because of fuelling at Total Rwizi service station.
- 2. Whether the Defendant is liable to the Plaintiff.
- 3. Whether the parties are entitled to the reliefs sought.

30 SUBMISSIONS

Plaintiff's submissions were filed on 5th June 2023 and the Defendant filed its submissions on 6th July, 2023.

Plaintiff's submissions

On the first issue, counsel relied on the precedent of Donoghue Vs Stevenson [1932] Ac 562 for the ingredients of the tort of negligence. It was submitted that the pump attendant owed a duty of care to the Plaintiff's car under the neighbour

- 5 principle (See Oil Energy Limited Vs Komakech Robert Civil Appeal No.0111 Of 2019). On the ground of the duty of care being breached by the Defendant, counsel reiterated his submissions on the first ground. For the ground of damage being suffered by the Plaintiff, counsel relied PEX5, PEX7, PEX8 to submit that the contaminated fuel greatly damaged the Plaintiff's car's fuel tank drainage system
- 10 among others which totally rendered it unusable.

Regarding the second issue, counsel argued that the Defendant is vicariously liable for the pump attendant's actions and relied on Acaye Richard Vs Saracen (Uganda) Limited And 2 Others Civil Suit No.063 Of 2011. For the third issue, counsel prayed 15 for; replacement of the Plaintiff's vehicle, general damages worth UGX250,000,000/=only, special damages worth UGX85,550,000/=only, interest thereon and costs of the suit.

Defendant's submissions

- 20 On the first issue, counsel contested the expertise of PW4 at determining how petrol injures a diesel engine yet he is a mere mechanic. Counsel further contested the evidence of PW2 and PW3 as hearsay since they relied on what PW1 told them and relied on Julius Maganda Vs National Resistance Movement HCMA No.154 Of 2010 to support his argument. Counsel contended that if the Plaintiff were to prove
- 25 damage to his vehicle, he would have provided evidence of the car's pre-damage condition, but since mechanical records, inspection reports to show that the car's mechanical state before damage were not available, the Plaintiff's evidence is unreliable.
- 30 Counsel further contended that the Plaintiff did not adduce evidence in form of repair invoices to prove that other car parts were damaged and that the assessment report made two years after the incident was only a piece of conjecture. Counsel concluded that the Plaintiff's car was not damaged.

On the second part of issue 1, counsel argued that since the Plaintiff stated at cross examination that he did not start the car engine after the contamination event, then the said fuel did not move to the engine since it only does so when the engine is running. He added that when the tank is emptied, then the engine cannot be

- 5 affected, a fact he claimed was proved by a successful road test (see PEX1). Counsel further dismissed PW4's expert evidence for his lack of qualifications to give an expert opinion. He relied on Oil Energy Vs Komakech (supra) for the holding that in negligence matters, it is not enough to establish liability, but it must be proved that the negligence was a proximate, or legal cause of the event that produced the
- 10 Plaintiff's loss. Counsel concluded that the act of putting wrong fuelling did not cause damage to the Plaintiff's vehicle.

For the second issue, counsel reiterated that there is no evidence of damage to the Plaintiff's car linked to wrong fuelling, and that the Plaintiff only seeks self-15 enrichment from this suit. Counsel added that as per DW1's evidence, the subject petrol station was under the control of GAPCO Ltd. Counsel concluded that there is no evidence of damage to the Plaintiff's car and that there is no cause of action against the Defendant.

20 On the third issue, counsel argued that the Plaintiff is not entitled to any of the remedies prayed for, and prayed for the suit to be dismissed with costs.

DETERMINATION

The salient exhibits on court record are

- 25 1. **PEX1** is the URA Vehicle's registration book of Range Rover Vogue (ABA-LM44) registered in Uganda on 16/05/2018 in the names of Dr Vincent Owarwo as the owner.
- 2. **PEX2** is a receipt dated 27 April 2018 confirming that Dr Vincent Owarwo paid 118,000,000 for Range Rover Vogue 2004 model.
- 30 3. **PEX4** collection of receipts by the plaintiff hiring cars.
- 4. **PEX8** Autobahn expert opinion on status of range rover UBD 467 F dated 21 September 2022
- Page 4 of 16 5. **DEX 1** customer compliance form of Total Rwizi service station dated 23 November 2019 detailing that the contaminated fuel was drained from

Range Rover reg no UBD 467F, and the car was taken on road test. The compliance form was signed by a representative from Total Rwizi Service station and of the plaintiff.

- 6. **DEX1B** URSB certificate of change of name dated 22nd October 2021 changing 5 TOTAL UGANDA LIMITED to TOTALENERGIES MARKETING UGANDA LIMITED.
- 7. **DEX2** URSB form 23, a certificate of amalgamation dated 1st July 2020 amalgamating TOTAL UGANDA LIMITED and GAPCO UGANDA LIMITED into TOTAL UGANDA LIMITED.

10 I will now proceed to handle Issue 1 and issue 2 together.

Issue 1

Whether the Motor Vehicle Reg. No. UBD 476F was damaged, and if so whether the damage was because of fuelling at Total Rwizi service station. Issue 2

15 Whether the Defendant is liable to the Plaintiff.

In principle the plaintiffs' pleadings ought to disclose a cause of action as is provided in Order 7 Rule 1 (e) of the Civil Procedure Rules. The essential elements to guide court as to the existence of a cause of action are laid out in **AUTO GARAGE**

20 VERSUS MOTOKOV (1971) EA 514, that

- 1. The plaintiff enjoyed a right
- 2. The right has been violated
- 3. The defendant is liable
- 25 It is also a principle of law that when court is determining whether a plaint discloses a cause of action or not, it must only look at the plaint and its annextures as was held by the Court of Appeal in **KAPEKA COFFEE WORKS LTD VS NPART CACA NO 3 OF 2000**.
- Page 5 of 16 30 I have perused the plaint and its annextures, wherein the plaintiff states that he drove his car Range Rover Registration no UBD 476 F to Total Rwizi petrol Station to fuel it, that they fuelled it with petrol instead of diesel. That he reported to the manager of the station, who called a mechanic to drain out the fuel , they then took it on a road drive test and after a customer compliance form was signed (see

Paragraph 4 of the plaint). That the car later started stalling and an independent assessment concluded that the car was inoperable due to the actions of the pump attendant at Rwizi Total Station (see Paragraph 4 of the plaint).

- 5 I find that in simple terms, the plaintiff is stating that his car was functioning well, when he went to take fuel, but wrong fuel was put in his car, and attempts were made by the defendant's staff to remedy the error by draining the car, but the problems persisted and later the car could not function.
- 10 It is an agreed fact by the parties in a joint scheduling memorandum filed on 13th October, 2022 that ;

"On 23rd November 2029 the plaintiff fuelled motor vehicle Reg No UBD 476F at a total branded petrol station known as Total Rwizi Service Station at* 15 *Mbarara"

This shows that both parties agreed that the plaintiff fuelled his motor vehicle Reg No UBD 476F at a Total branded station known as Total Rwizi Service Station at Mbarara.

The plaintiff's evidence on court record is that;

- 1. PW1 Dr Vincent Owarwo testified that he purchased Range Rover, whose Vehicle number is UBD 476 F at UGX 118,000,000 (see paragraph 7 of PW1's 25 witness statement). A receipt exhibited on record as PEX2 shows that the plaintiff purchased the Vehicle in issue from Lionel Barigye. The Vehicle's registration book with Uganda Revenue Authority exhibited as PEX1 shows that the vehicle was registered in Uganda on 16/05/2018 with the plaintiff as the owner.
- 30
- Page 6 of 16 2. PW1, Dr Vincent Owarwo testified that on 23rd November 2019 he drove to Total Rwizi Fuel station located at Mbarara and instructed the pump attendant to put 30 liters of diesel in his car. That he later realized that the attendant was fueling the car with petrol instead of diesel . that when he

asked him, the attendant confirmed that he had filled the car with petrol and not diesel*. (see paragraphs 8,10,11 & 12 of PW1 witness statement)*. That the plaintiff immediately engaged the Manager of the station in the company of the pump attendant* (see paragraph 13 of PW1 witness statement and* 5 *paragraphs 10 of Pw2's witness statement).*That the manager of the station called a mechanic to drain the petrol, but after some days the car lost power, and started behaving in an erratic manner on 25 November 2019 (*see paragraph 14 of PW1 witness statement and paragraph 11 of Pw2's witness statement)* . Pw2 (and Pw3 (Yvone Natukunda) confirmed during cross 10 examination that on 25 November 2019 they traveled in the vehicle to Kampala, and it kept on switching off and stopping.

- *3.* PW1 testified that an independent assessment by a professional assessor established that the fuel system was unsalvageable, the engine was 15 damaged, and the vehicle was inoperable. (*see paragraphs 17 of PW1 witness statement)*. PW4 (John Leonard Sempala), who assessed the car stated during cross examination that he used a diagnostic tool and inspected the car. He stated that he could not say that wrong fuel was used because there was no chemical report. PW4 further testified during cross examination 20 that a fuel system is replaceable. PW4 testified that he produced a report of his examination, and observed that due to long period the car has spent parked, many systems have become faulty (*see paragraphs 7 and 12 (e) of PW4's witness statement)*.
- 25 4. Pw1 further testified during cross examination that he never attempted to repair his car as he waited for total to sort it out, he started to hire a car a copy of the payment receipts of the car hired are collectively marked PEX4

The evidence of the plaintiff above must be weighed against that of the defendant 30 who has raised the causation aspect and also averred that the fuel station was in the hands of GAPCO not the defendant at the time of the incident.

> Page 7 of 16 1. DW1 (Patience Ayo), who was the defendant's single witness testified in paragraph 4 of her statement that the defendant (Total Uganda limited)

changed its name to TOTALENERGIES MARKETING UGANDA LIMITED. She exhibited on court record a certificate of change of name dated 22 October 2021 issued by the Uganda Registration Services Bureau (see DEX1B). She testified that Total acquired GAPCO Uganda Limited in 2017, but the later 5 continued to run independently until the two companies were amalgamated on 1st July 2020 *(a certificate of Amalgamation is exhibited as DEX2*). DW1 testified in paragraph 14 that the motor vehicle issues were resolved on 23rd November 2019 and the plaintiff drove the car away after a road test as shown in the customer compliance form exhibited as DEX1. she also testified 10 that its far-fetched to attribute the damage to the Vehicle to the fueling of the car (See paragraph 17 of DW1's witness statement)

The defendant's evidence above requires court to consider 4 raised matters in order to ably resolve issue 1 and 2. These are

- 15 A. Causation of damage.
- B. Effect of amalgamation of companies to a claim
- C. Effect of a company change in name to claims
- D. Agency in fuel station business.

20 A. Causation of damage

In the case of **OIL ENERGY LIMITED VS KOMAKECH ROBERT HIGH COURT CIVIL APPEAL NO. 0111 OF 2019**, Hon Justice STEPHEN MUBIRU, J. stated that;

"An act contributes materially when its causative effects are in operation* 25 *until the moment of damage. The term "proximate cause" means a cause which in a direct, natural and continuous sequence, unbroken by any superseding cause, produces the damage, injury or loss complained of and without which such damage, injury or loss would not have happened."*

30 The causation aspect has to be interrogated because It was the evidence of DW1, that it was farfetched to attribute the damage to the Vehicle to the fuelling of the car (*See paragraph 17 of DW1's witness statement)*

I have considered the evidence in this case I find that the act of putting petrol instead of Diesel in the plaintiffs Range Rover registration no UBD 476 F, led to draining of the cars tank because the petrol is harmful to the functioning of a diesel car. A road test was done after the draining exercise to test if the car was well, this 5 signifies that the staff of Rwizi Total station were alive to the problem that wrong fuel could do to the functioning of the car. It was the evidence of PW1, Pw2 & Pw3 that the car started malfunctioning, stalling and even stopping as they were driving to Kampala on 25 November 2019 as they were driving to Kampala. Lastly PW4, John Leonard Sempala a person with a certificate training in motor vehicle 10 technology testified in paragraph 12 (B),(c) and (e) of his statement, that he examined the car and made the following observations;

"The fuel tank drainage system deployed was grossly inefficient and it invariably left contaminated fuel in both the fuel tank and filter. This petrol* 15 *contamination was sufficient to damage the fuel pump and entire fuel system."*

I therefore find that on the balance of probability the evidence on the court record is sufficient to connect the vehicle's stalling and stopping as stated by PW2 & PW3 20 to the putting of wrong fuel (petrol) in it by the pump attendant at Total Rwizi. The malfunctioning of the car is thus linked to putting wrong fuel (petrol) in the car, which is evidence of the causation of the damage.

B. Effect of amalgamation of companies to a claim

25 In principle any proceedings against an amalgamating company may be continued against the amalgamated company as is provided in **SECTION 243 (3) OF THE COMPANIES ACT**, which states that;

"243. Certificates on amalgamation

30 *(3) On the date shown in a certificate of amalgamation -*

(d) the amalgamated company succeeds to all the liabilities of each of the amalgamating companies;

(e) proceedings pending by or against any amalgamating company may be continued by or against the amalgamated company;

(f) any conviction, ruling order or judgment in favour of or against an amalgamating company may be enforced by or against the amalgamated company; "

- 5 The evidence on court record by DW1 (Patience Ayo), is that Total acquired GAPCO Uganda Limited in 2017, but the later continued to run independently until the two companies were amalgamated on 1st July 2020 *(a certificate of Amalgamation is exhibited as DEX2*).
- 10 In my analysis of the principle, law and evidence stated above, I find that the argument presented in the defendants submissions questioning the suit against the defendant instead of Gapco is not valid since the law in **SECTION 243 OF THE OF THE COMPANIES ACT** allows for proceedings pending by or against any amalgamating company may be continued by or against the amalgamated 15 company and any ruling order or judgment in favour of or against an amalgamating company may be enforced by or against the amalgamated company;

C. Effect of a company change in name to claims

In principle a change in the name of a company does not render defective any legal 20 proceedings against it as is provided in **SECTION 40 (5) OF THE COMPANIES ACT**, which states that;

***"40. Change of name"**

(5) A change of name by a company under this section shall not affect any 25 *rights or obligations of the company or render defective any legal proceedings by or against the company, and any legal proceedings that might have been continued or commenced against it by its former name may be continued or commenced against it by its new name".*

30 The evidence on court record by DW1 (Patience Ayo), in paragraph 4 of her witness statement is that the defendant (Total Uganda limited) changed its name to TOTALENERGIES MARKETING UGANDA LIMITED. She exhibited on court record a certificate of change of name dated 22 October 2021 issued by the Uganda Registration Services Bureau (see **DEX1B**).

In my analysis of the principle, law and evidence stated above, I find that the law permits the plaintiff to sustain the suit filed prior to the change in name may be maintained against it or the new name. It is nonetheless advisable that a change in

- 5 name of a company be brought to the attention of court and considering that suits sometimes take time to be concluded, any party to the suit ought to move court to have the proceedings amended to put the new company name on the proceedings in place of the old name that has been changed. I want to clearly state that there was no legal fatality for the plaintiff in this case to have maintained the suit against
- 10 the defendant using the old company name, that was changed after the suit had been filed in court.

D. Agency in fuel station business.

In principle an agent links a principal into a relationship with a third party. In 15 **TWONGYEIRE PETER VS MUHUMUZA PETER HCCA 33 OF 2017** Hon Justice Wangutusi David defined Agency as follows;

"The relationship which exists when one person acts on behalf of another and has power to affect the principal's legal position in regard to a 3rd party. An 20 *agent must satisfy the principal by making contracts on his behalf and by dealing with the principal's property".*

In **TOTAL UGANDA LIMITED VS OPIO CHARLES HCCA 99 OF 2018** Hon lady Justice Florence Nakachwa reiterated that;

"A principal agent relationship may arise by consent or operation of law or by the doctrine of apparent authority. Apparent authority is that authority which appears to the public to exist by observing the behaviour of the principal and agent. ""

The evidence on court record by DW1 (Patience Ayo) is that Total acquired GAPCO Uganda Limited in 2017, but the later continued to run independently until the two companies were amalgamated on 1st July 2020. The defendant based on this to submit that the fuel station was in the hands of GAPCO not the defendant at the time of the incident in 2019.

In my analysis, I find that the argument of the defendant that the fuel station was 5 in the hands of GAPCO not the defendant at the time of the incident in 2019 can not stand against a claim by the plaintiff because of the following;

- i. It is an agreed fact in the JSM that on 23rd November 2019 the plaintiff fuelled motor vehicle Reg No UBD 476F at a total branded petrol station known as 10 Total Rwizi Service Station at Mbarara.
- ii. DW1 (Patience Ayo) testified that Total acquired GAPCO Uganda Limited in 2017.
- iii. The customer compliance form exhibited as DEX1 that was made after the draining of the fuel and test drive was signed and stamped with a Stamp of 15 TOTAL RWIZI SERVICE STATION.

In my opinion, the evidence shows that the station at Rwizi was branded with Total not GAPCO by the time the plaintiff drove into the service station to take fuel , so on the face of it he was taking fuel from a Total station. Secondly the defendant's

20 witness testified that Total acquired GAPCO in 2017, which was way before the incident in 2019, so the station effectively belonged to Total from 2017. Thirdly, there is no way customers who drove into the station after 2017 could know the details of the contractual terms between Total and GAPCO, to confirm who was in control of the station in 2019, they just looked at the branding which was Total. 25 Lastly, amalgamation does not absolve the defendant of liability of the amalgamating companies which in this case would include GAPCO, based on **SECTION 243 (3) OF THE COMPANIES ACT**. If the agreement between the GAPCO and Total had a specific clause stating who is liable for any liability in 2019 , then the defendant's recourse would have been to file a third party notice, which it did 30 not do.

Page 12 of 16 In conclusion, having considered the above resolutions of Issue 1 & 2, I find that the plaint establishes a cause of action against the defendant and that the evidence proves that the fueling of Motor Vehicle Reg. No. UBD 476F with petrol instead of

diesel at the Total Rwizi service station led to its malfunctioning, which is evidence of causation leading to damage of the cars fuel system. Considering that the fuel station was branded as a Total Company at the time, the staff at the station dispensing fuel were agents of the defendant company which means that the 5 defendant is liable for the damage of the plaintiff's Range Rover UBD 476F.

Issue 3

Whether the parties are entitled to the reliefs sought.

10 It is trite law that an injured party is under a duty to minimize the damages. That is to mitigate his / her loss as was held in **HOPE MUKANKUSI VS UGANDA REVENUE AUTHORITY COA CIVIL APPEAL NO. 06 OF 2011**

The Plaintiff in this case prayed for; replacement of the Plaintiff's vehicle that was 15 purchased at UGX 118,000,000/= general damages worth UGX 250,000,000/= only, special damages worth UGX 85,550,000/= accumulated on renting cars, interest thereon and costs of the suit. The Defendant argued that the Plaintiff is not entitled to any of the sought reliefs.

20 i. Car replacement

In my opinion, mitigation of loss demands that if a part or entire system can be replaced to return the car to its original position then it ought to be done at the earliest opportunity and the cost of replacement of the part or system be pleaded in special damages. On the other hand, if the car is checked and 25 diagnosed by a qualified person and found to be unrepairable warranting a replacement, then the court ought to consider depreciation when determining the replacement cost.

Page 13 of 16 PW1 stated during cross examination that he never attempted to repair the 30 car. He basically just parked it. PW4 (John Leonard Sempala), the technical person testified during cross examination that he tried to start the car, but he did not open the engine. He used a diagnostic tool and identified a problem with the fuel system. PW4 further testified during cross examination that a fuel system is replaceable. PW4 also testified that he produced a report of his examination and observed that due to the long period the car has spent parked, many systems have become faulty (*see paragraphs 7 and 12 (e) of PW4's witness statement).*

5 I find that the plaintiff's own technical witness (PW4), states that the fuel system was replaceable, but also added that due to long parking other systems had become faulty, these include the suspension system, which has nothing to do with the fuel system, in which the defendant's agents put wrong fuel.

I observe that whereas the evidence on record shows that the fuel system suffered significant assault, there is no evidence to show the damage to the engine. If the plaintiff had replaced the whole fuel system immediately, the car would possibly be functional, and he would then sue for special damages 15 for the replacement of the whole fuel system, which has a causal link to the act of putting wrong fuel in it.

Having found that malfunctioning of the car was linked to the wrong fuel put in the car, and considering that the PW2 stated that the fuel system was 20 replaceable but did not state the value of the fuel system, I will consider an amount under general damage that would have been sufficient for the defendant to put back the plaintiff in his original position by replacing the fuel system of the car. A case has not been made out based on the evidence on record to justify the replacement of the whole car.

ii. Special damages

special damages must specifically be pleaded and strictly proved. The plaintiff exhibited on court record receipts for hiring of a motor vehicle, but some of these receipts were challenged due to inconsistencies in the dates 30 and serial numbers.

> Page 14 of 16 PW1 attention was drawn to a receipt dated 1st July 2021 which had serial number 112 yet the one prior to that one was a receipt dated 4th June 2021 with serial number 142. PW1 admitted during cross examination that there

was an error, and stated that receipt books were not in his control. In my opinion he would have brought staff from Emotoka that issued the receipts to explain, otherwise this is an inconsistency on court record that can not be ignored. in that regard I will only accept the chronological progressive 5 receipts issued prior to the inconsistent receipt of 1st July 2021. The ones that are acceptable are serial number 106, 108, 115, 120, 122, 125, 132, 133, 134, 135, 138, 140 and 142 all totalling to UGX 54,150,000/=.

iii. General damages

10 I have already found that the plaintiffs car suffered malfunctioning due to the defendant's agents putting the wrong fuel in the car. I am also mindful that the plaintiff suffered inconvenience due to this action of the pump attendant at Rwizi Petrol station. Online research of the cost of the fuel system components of a Range Rover manufactured in 2004 may costs over 15 ten million, I therefore award UGX 20,000,000/= towards replacing the fuel system of the range Rover UBD 476F and I also award UGX 30,000,000/= for the inconvenience suffered by the plaintiff due to the actions of the pump attendant at the Total Rwizi station. In total the general damages awarded are UGX 50,000,000/=.

I note that the defendant changed its name to TOTALENERGIES MARKETING UGANDA LIMITED as confirmed by a certificate of change of name dated 22 October 2021 issued by the Uganda Registration Services Bureau (see DEX1B). To ensure that orders of court are not made in vain or suffer technicalities that may 25 result to further suits in enforcement of the orders of this court. This court invokes **SECTION 40 (5) OF THE COMPANIES ACT** and **SECTION 33 OF THE JUDICATURE ACT**, to make orders against TOTALENERGIES MARKETING UGANDA LIMITED.

In conclusion, I make the following orders;

- 30 1. The suit succeeds against the defendant, who is now called TOTALENERGIES MARKETING UGANDA LIMITED.
- 2. That TOTALENERGIES MARKETING UGANDA LIMITED is liable for the damage occasioned unto the Plaintiff's vehicle Range Rover UBD 467 F
- 3. That TOTALENERGIES MARKETING UGANDA LIMITED shall pay Special damages of UGX54,150,000/= to the Plaintiff.
- 4. That TOTALENERGIES MARKETING UGANDA LIMITED shall pay general damages of UGX50,000,000/= to the Plaintiff
- 5. That TOTALENERGIES MARKETING UGANDA LIMITED shall pay the costs of this suit to the Plaintiff.

- 6. That TOTALENERGIES MARKETING UGANDA LIMITED shall pay Interest on the awarded in (3) and (4) at a rate of 10% per annum from the date of filing of this suit until payment in full.

MARIERS

NSHIMYE ALLAN PAUL M. JUDGE 19-07-2024

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