

UGANDA / JUDGMENT

Uganda Breweries Ltd v Kigulu (Civil Appeal No. 0183 of 2016) [2020] UGCA 88 (30 July 2020) [2020] UGCA 88

COURT

Court of Appeal of Uganda

BEFORE

Kasule, Ag. JA, Musoke, JA, Barishaki, JA

CASE / FILE NUMBER

Civil Appeal No. 0183 of 2016

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THE REPUBLIC OF UGANDA IN THE COURT OF APPEAL OF UGANDA AT KAMPALA CIVIL APPEAL NO. 0183 OF 2016

UGANDA BREWERIES LIMITED:.....**VERSUS****:..... RESPONDENT KIGULA ROBERT:.....**

(An appeal from the decision of the High Court of Uganda at Nakawa before Masalu-*Musene, J., dated the 29th day of March, 2016 in Civil Suit No. 0014 of 2010)*

**HON. LADY JUSTICE ELIZABETH MUSOKE, JA. CORAM: HON. MR. JUSTICE
CHEBORION BARISHAKI, JA. HON. MR. JUSTICE REMMY KASULE, AG. JA.**

JUDGMENT OF ELIZABETH MUSOKE, JA.

This appeal is from the decision of the High Court (Masalu-Musene, J.), wherein the appellant was ordered to pay to the respondent, Ug. Shs. 200,000,000/= (Two Hundred Million Shillings only) as general damages; and Uq. Shs. \$75,000,000/\$ = (Seventy Five Million Shillings only) as aggravated damages for the unjustified, unfair and wrongful summary dismissal of the respondent from its employment, as well as the costs of the suit.

Background

On 1st December, 2006, the respondent commenced his employment with the appellant as its regional market manager. The employment relationship went on smoothly until 31st March, 2009 when the respondent was suspended from work on allegations of having engaged in fraudulent activities with some of the defendant's customers. Consequently, on 15th May, 2009, the respondent was summarily dismissed from his employment. The respondent contested the said dismissal in the High Court, which as indicated earlier made a finding that the said summary dismissal was unjustified, unfair and wrongful. The High Court went on to award to the respondent the already stated sums of money as damages for wrongful

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dismissal. The appellant was dissatisfied with the said decision and brought this appeal to this Court on the following grounds:

- \$`1.\$ The Learned Trial Judge erred in law and in fact in holding that the Respondent's dismissal was unjustified, unfair and wrongful.
- The Learned Trial Judge erred in law and in fact in applying the \$\mathbf{2}\$. Supreme Court authority of Omunyokol Johnson vs. Attorney General Civil Appeal No. 6 of 2012 in assessment of damages yet that authority relates to employment contract entered into and determined prior to the commencement of Employment Act 2006.
- The learned trial Judge erred in law in awarding general damages 3. of Ug. Shs. 200,000,000/\$=\$ yet Section 66 (4) of the Employment Act (Act 6 of 2006) expressly limits compensation for breach of that section to four weeks net pay in cases of unfair dismissal.
- 4. The learned trial Judge erred in law in awarding aggravated damages of Ug. Shs. \$75,000,000/\$ = when no aggravating circumstances whatsoever existed nor were any such circumstances proved."

The respondent, on his part, cross appealed against part of the decision of the trial Court, on the sole ground that:

"The trial Judge erred in law and in fact when he denied the crossappellant, a successful litigant, interest on the decretal sum."

Representation

During the hearing of this appeal, Mr. Bwogi Kalibala, learned counsel appeared for the appellant; while Mr. Kimuli Moses, learned counsel, appeared for the respondent. Court granted permission to the parties to file written submissions which they duly did. I have considered those submissions in arriving at my decision in this matter.

Appellant's case.

Ground 1

In the written submissions for the appellant, counsel for the appellant faulted the learned trial Judge for reaching the erroneous conclusion that the respondent's summary dismissal from the appellant's employment was

unjustified and wrongful. It was contended that prior to the decision to summarily dismiss the respondent, the appellant had adopted a lawful, fair and justifiable procedure. The appellant had genuinely believed that the respondent was engaged in fraudulent practices with some of its export clients in the course of his employment, which constituted a fundamental breach of his contract of employment under the relevant employment contract and Policy manual which would give reason for summary dismissal.

Consequently, the appellant had conducted investigations and convened a disciplinary hearing in order to establish the allegations against the appellant. It was further contended for the appellant that the respondent was made aware of the investigations through a telephone call from the appellant's Human Resource Manager. The respondent was also investigated by other officials of the appellant. Further still, that the respondent attended a disciplinary hearing on 15th May, 2009 where the evidence collected from the investigations was read back to him. In addition, the respondent had prior to the disciplinary hearing been made aware of the accusations against him, firstly by a suspension letter, secondly as an interviewee in several related investigations by officials of the appellant, who informed him of the allegations against him. He was also informed of the accusations against him during the said disciplinary hearing.

Counsel for the appellant maintained that the respondent breached a fundamental aspect of his contract of employment which was a justifiable ground for summary dismissal under the law. He relied on Section 69 (3) of the Employment Act, 2009 which is to the effect that an employer is entitled to dismiss summarily, and a dismissal would be justified, where the employee has by his or her conduct indicated that he or she had fundamentally broken his or her obligation arising under the contract of service. Further that the respondent's engagement in fraudulent activities was of the caliber of gross misconduct for which summary dismissal was justifiable.

Counsel for the appellant argued that if there were any issues with the manner of conducting the relevant disciplinary hearing, as a result of which

the strict procedures applied in Courts of law or quasi-judicial bodies were not applied, such lapses should be excused. This was because a disciplinary committee needed not follow the procedure applied in the Courts of law, but it is enough to ensure that an employee appearing before it is given an opportunity to defend him/herself without the requirement of the standards of the Courts of law. He relied on **General Council of Medical Education** and Registration of the United Kingdom vs Spackman (1943) 2 ALLER 337; and Caroline Kariisa Gumisiriza vs. Hima Cement Limited, High Court Civil Suit No. 84 of 2015, for the foregoing principle.

Counsel for the appellant asked this Court to allow this ground and make a finding that the respondent's summary dismissal was lawful, fair and justified.

Grounds 2, 3 & 4

Counsel for the appellant made joint submissions in respect of grounds 2, 3 & 4. He reiterated his submissions on ground 1 contending that, as the respondent's summary dismissal was lawful, fair and justified, no damages were payable to him. Therefore, he prayed to this court to set aside all the learned trial Judge's orders on payment of damages.

In the alternative, counsel for the appellant contended that if the respondent was entitled to any compensation, the quantum of the same was not at the discretion of the trial Court as the learned trial Judge erroneously assumed, but was specifically provided for in the Employment Act, 2006. Counsel relied on **Section 66 (4) of the Employment Act, 2006** which provides that:

"Irrespective of whether any dismissal which is a summary dismissal is justified, or whether the dismissal of the employee is fair, an employer who fails to comply with this section is liable to pay the employer a sum equivalent to four weeks' net pay."

Counsel for the appellant submitted that the amount of compensation awardable to the respondent under the above provision was four weeks' net pay only. He relied on several cases namely; *Addis vs. Gramophone* (1909) AC 488; *Johnson AP vs. Unisys Limited* (2001) UKHL 13; and

recently *Edwards vs. Chesterfield Royal Hospital NHS Foundation Trust* (2011) UKSC 58 for the proposition that the remedies for unlawful or unfair dismissal were only those provided for under the labour statutes. Counsel for the appellant contended that there could be no separate claims for general damages by the respondent except those provided for by Section 66 (4) of the Employment Act, 2006.

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As regards the award of aggravated damages, counsel for the appellant faulted the learned trial Judge for having applied the case of *Bank of Uganda vs. Betty Tinkamanyire*, Supreme Court Civil Appeal No. 12 of 2007, a decision which was distinguishable. Counsel for the appellant contended that in **the Tinkamanyire case (supra)**, aggravated damages were awarded because the aggravating factors were apparent, unlike in the instant case where the aggravating factors were neither apparent nor were they referred to by the respondent or indeed the learned trial Judge in his decision. Counsel for the appellant further contended that the maximum compensation for unlawful dismissal or termination is capped at 3 months' salary pay under Section 78 (3) of the Employment Act, 2006, and not general or aggravated damages.

In view of the above submissions, counsel for the appellant prayed to this Court to allow the appeal, set aside the Judgment of the High Court, and award to the appellant costs in this Court and in the Court below.

As regards the cross appeal, Counsel for the appellant supported the decision of the learned trial Judge not to award interest to the respondent. He gave the following reasons:

Firstly, that the appellant did not raise the issue of interest in the lower Court, and he therefore could not raise it on appeal.

Secondly, that under Section 26 of the Civil Procedure Act, Cap. 71, interest is awarded through the exercise of the discretion of Court. He also cited Jefford & another vs. Gee [1970] 1 ALLER 1202, where it was held that an award of interest is discretionary and is made on the basis that the Defendant has kept the plaintiff out of his money and the Defendant has had the use of it himself.

Thirdly, that an award of interest in addition to damages would be a duplication and would lead to unjust enrichment of the respondent as a cross appellant.

For the above reasons, counsel for the appellant submitted that this Court dismisses the cross appeal with costs.

Respondent's case

Ground 1

In his reply to the submissions on this ground, counsel for the respondent began by contesting some of the averments made in the appellant's submissions and contended that they were untrue. For example, the averment to the effect that the evidence collected during the relevant investigations against the respondent was read to him during the disciplinary hearings, was untrue. Counsel for the respondent submitted in this connection that during cross examination, DW1, had confirmed that the respondent was not allowed to view the written evidence against him. Further, the appellant indeed confirmed that the reasons for the dismissal of the respondent and the relevant investigations were never publicized.

As regards the propriety of the relevant disciplinary hearings, counsel for the respondent argued that the respondent had demanded to have the customers from whom he had allegedly received bribes to appear and testify at the relevant disciplinary hearings but none was brought. It was contended for the respondent that there was no material or evidence before the Disciplinary Committee on which it could base itself to find the appellant guilty of conduct which warranted summary dismissal.

Counsel for the respondent further contended that it was inexplicable that the appellant did not call the customers who had paid bribes to the respondent, yet those witnesses were critical to proving the charges against the respondent.

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As regards the evidential value of the evidence of DW1, counsel contended that the said witness did not aid the case against the respondent. This was because DW1 was not a witness of fact, and she had relied on the minutes of the Disciplinary Committee which sat and made the recommendation for the respondent's summary dismissal.

Counsel for the respondent maintained on this ground that the appellant had not complied with the law, or its own Policy Manual, when it dismissed the respondent. Counsel for the respondent maintained that the appellant had prepared the respondent's dismissal letter before conducting the disciplinary hearing, and that the customers he had allegedly paid bribes to, were not called as witnesses at the relevant disciplinary hearing. Counsel for the respondent further submitted that, at the hearing of the suit, the appellant had failed to bring evidence of any of the individuals who attended the disciplinary hearings to rebut or refute the respondent's evidence on the improper dismissal process. Counsel for the respondent cited *Habre International Co. Ltd vs. Ebrahim Alararia Kassam & Others*, SCCA 4/1999 where it was held that whenever the opponent has declined to avail himself of the opportunity to put his essential and material case in cross examination, it must follow that that such an opponent believed that the testimony given could not be disputed at all. Counsel for the respondent submitted that the respondent's evidence on the wrongful procedure adopted in his submissions should be deemed to have been true.

As regards the *Spackman* (supra) and the *Gumisiriza* (supra) cases cited in support of the appellant's case, counsel for the respondent reasoned that the said cases had been wrongly applied for the appellant and that if properly applied, the said cases would augment the respondent's case instead. In *Spackman* (supra), the Court had quashed the decision of the General Medical Council to deregister Dr. Spackman and had decided that:

"If the principles of natural justice are violated in respect of any decision, it is indeed immaterial whether the same decision would have been arrived at in the absence of the departure from the essential principles of justice. The decision must be declared to be no decision."

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Counsel for the respondent contended that the decision in **the Spackman** case places obligations on employers to ensure strict adherence with the procedures of a fair hearing while conducting employee disciplinary hearings, and that noncompliance would lead to quashing of the decisions reached at such hearings. In **Gumisiriza** (supra), the learned trial Judge had decided that the plaintiff had been accorded a fair hearing which is distinguishable from the present case where no such fair hearing was accorded to the respondent. Counsel for the respondent contended that the above cited court case supported the respondent's case instead, which was further augmented by the decision in *Jabi vs. Mbale Municipal Council* [1975] **HCB 191**, where it was held that it is generally acceptable that a dismissal is wrongful if it is made without justifiable cause and without reasonable notice.

In concluding his submissions on this ground, counsel for the respondent contended that the summary dismissal of the respondent was based on false, unfounded and baseless accusations and was therefore unjustified, unfair and wrongful. He prayed that this Court finds no merit in ground 1 of the appeal.

Grounds 2, 3 & 4

Counsel for the respondent submitted in respect of each one of these grounds separately. On my part, however, I have considered the submissions on the above grounds jointly as they all touch on the learned trial Judge's orders as they relate to general and aggravated damages.

In reply to the submissions for the appellant that the compensation for wrongful summary dismissal was restricted to the payments provided for under the Employment Act, 2006, counsel for the respondent submitted that the submissions in that connection were misconceived. This was because of the following reasons:

Firstly, that under Article 126 (2) (c) of the 1995 Constitution, while adjudicating cases of both a civil and criminal nature, the courts shall ensure that adequate compensation is paid to the victims of wrongs. For that

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reason, therefore, general and/or aggravated damages had to be paid to the respondent as a victim of the wrong of being unlawfully dismissed from employment.

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Secondly, as regards the award of general and aggravated damages, counsel for the respondent submitted that in several decided cases, the principle has emerged that in deserving cases, these types of damages are awardable regardless of the wording of the **Employment Act, 2006** which the appellant relied on. In support of his submissions, counsel for the respondent cited the following cases; Omunyokol Akol Johnson vs. Attorney General, SCCA No. 6 of 2012; Uganda Revenue Authority vs. Wanume David Kitamirike, CACA No. 43 of 2010; Bank of Uganda vs. Betty Tinkamanyire, SCCA No. 12 of 2007; Mary Pamela Ssozi vs. The Public Procurement and Disposal of Public Assets Authority, HCCS No. 63 of 2012; Netis Uganda vs. Walakira, Labour Dispute Appeal No. 022 of 2016 [2017] UGIC 4; and Johnson vs. Unisys Limited [2001] 2 ALLER 805.

Counsel for the respondent, therefore, submitted that the decision of the learned trial Judge to award general and aggravating damages was justified, and he urged this court to dismiss grounds 2, 3 and 4 of this appeal.

As regards the cross appeal, counsel for the respondent submitted that although the decision to award interest was at the discretion of the trial Court, such discretion must be exercised on fixed principles as decided in *Uganda Development Bank vs. National Insurance Corporation & another*, SCCA No. 28 of 1995. Counsel for the respondent further cited *Mukisa Biscuit Manufacturing Co. Ltd vs. West End Distributors Ltd (No. 2)* [1970] EA 469 where it was observed that:

"The principle that emerges is that where a person is entitled to a liquidated amount or specific goods and has been deprived of them through the wrongful act of another person, he should be awarded interest from the date of filing the suit. Where, however, damages have been assessed by the court, the right to those damages does not arise until they are assessed and therefore interest is only given from the date of judgment."

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letter to the respondent on that date, at page 67 of the record, the Managing Director of the appellant wrote:

"It has been reported that you have engaged in fraudulent activities with our customers. We have instituted investigations of the said allegations.

This is to inform you that we are sending you on suspension immediately with full pay, to pave way for completion of the investigations.

You should hence handover all your files and tools of trade to the **Managing Director**.

You will be contacted in due course of any decision arising out of this investigation."

The investigations talked about in the above letter were subsequently carried out. The evidence against the respondent, in summary, was that he had received bribes from some of the appellant's customers; that he had been informed that a number of unregistered exporters were using his account but he had taken no action; and that he had refused to take any annual leave for two and half years. Apparently, the investigation team found that the respondent had been paid bribes by some of the appellant's export clients.

It is important to note that the investigating team observed that, "Although none of the exporters who made statements are willing to provide testimony in any future proceedings, there is strong circumstantial evidence to show that there was conspiracy to take bribes..."

See: The Investigation Report dated 6th May, 2009 at page 184 of the record.

There was a disciplinary hearing, minutes of which indicate that it was conducted on 31st March, 2009, at which a decision was taken to dismiss the appellant with immediate effect. I have found it necessary to reproduce the said minutes at page 189 of the record below:

"MINUTES OF DISCIPLINARY HEARING OF KIGULA ROBERT & MOSES MURUHURA OF 31st MARCH 2009

Present:

- 1. Ivo Buratovich MD-UBL
- 2. Patricia Ithau MD-Venture
- 3. Robert Emuna-Sec Manager
- 4. Moses Ssesanga-HoHR/Secretary

Allegations against Robert Kigula:

- Robert had been suspended from duty on 31st March 2009.
- It was reported that Robert was engaging in fraudulent activities with UBL Export Customers.
- He did contrary to CoBC and the EABL values.
- He accepted bribes from exporters.

Hearing:

- Robert denied all allegations. He denied ever taking a bribe from any exporter.
- He also denied ever allowing any exporter to use an account which wasn't his (exporter).
- He also said this investigation and the allegations leveled against him caused him discomfort and his reputation was at stake.
- He demanded to have the exporters he took bribes from accuse him during the hearing and if they don't appear then it's not a fair hearing, and he has been victimized.
- He was told that the issue had been thoroughly investigated by both internal and external investigators.

Decision:

The Disciplinary Committee after deliberations found Robert guilty as charged and decided to dismiss him with immediate effect."

Although the minutes indicate that the hearing was conducted on 31st March, 2009, DW1 Florence Bamwine, an official of the appellant stated that the hearing was conducted on 15th May, 2009. This was not disputed by the respondent. I therefore take it that the Disciplinary Meeting was conducted on 15th May, 2009 on the same day that the appellant was dismissed.

I note that the interpretation Section of the Employment Act, 2006 does not explicitly define what summary dismissal is. However, "dismissal from employment" is defined as the discharge of an employee from employment

at the initiative of his or her employer when the said employee has committed verifiable misconduct. See: Section 2 of the said Act.

Also relevant is **Section 69** of the **Employment Act, 2006**, which provides that:

- "(1) Summary termination shall take place when an employer terminates the service of an employee without notice or with less notice than that to which the employee is entitled by any statutory provision or contractual term.
- (2) Subject to this section, no employer has the right to terminate a contract of service without notice or with less notice than that to which the employee is entitled by any statutory provision or contractual term.
- (3) An employer is entitled to dismiss summarily, and the dismissal shall be justified, where the employee has, by his or her conduct indicated that he or she has fundamentally broken his or her obligations arising under the contract of service."

Taking into account all the above applicable provisions, in my view, summary dismissal may be defined as the discharge of an employee from employment at the initiative of his or her employer when the said employee has committed verifiable misconduct, which is deemed to have fundamentally broken his or her obligations arising under the contract of service.

It is important that the alleged misconduct against the employee is verifiable. In my view this means that the misconduct must be proved and must be more than just mere allegations. There arises a duty of fairness during the process by which the allegations shall be proved against the employee, this duty encompasses procedural and substantive fairness.

Procedural fairness is provided for in Section 66 of the Employment Act, 2006. In summary, the said provision lays down the minimum procedural fairness requirements which must be accorded to an employee by his or her employer, before a decision to dismiss the employee on grounds of misconduct is reached. The employer shall:

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- Explain to the employee, in a language the employee may be reasonably expected to understand, the reason for which the employer is considering dismissal and the employee is entitled to have another person of his or her choice present during the explanation.

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- Hear and consider any representations which the employee may make.
- The employer shall give the employee or his representative a reasonable time within which to prepare his or her representations.

A failure to comply with the above requirements, irrespective of whether the summary dismissal was justified or not, would make the employer liable to pay to the employee a sum equivalent to four weeks' net pay. See: Section 66 (4) of the Employment Act, 2006.

In my view, there is an additional duty on the employer to observe substantive fairness before summarily dismissing an employee. This emerges out of the requirement under the **Employment Act, 2006** that the gross misconduct of the employee for which summary dismissal is being considered by the employer is verifiable. In other words, the allegations must be proved to a reasonable standard. This is akin to the judicial process where liability would have to be established against the employee by taking evidence against him or her.

In the present case, the appellant ought to have called the exporters from whom the respondent had allegedly received bribes; have them give evidence against the respondent; and also give the respondent an opportunity to put questions to them. Thereafter, a decision would then be made on the strength of the evidence of the exporters.

However, none of the said exporters were presented at the Disciplinary Hearing. In fact, the team of investigators stated that none of the exporters were willing to provide testimony in any future proceedings. See: Appellant's Investigation Report at page 331 of the record. This meant that there was no evidence upon which it could be reasonably concluded that the respondent had bribed the said exporters. The allegations against him remained unproved, and they could therefore not form the basis of a summary dismissal. As the appellant relied on them to dismiss him, it is

hard to fault the findings of the learned trial Judge that the summary dismissal of the respondent was unfair, unjustified and wrongful.

I would find that ground 1 of this appeal therefore has no merit and must fail.

Grounds 2, 3 & 4

These grounds were on the compensation which was payable to the respondent for his wrongful dismissal. The appellant contests the payment of Ug. Shs. 275,000,000/= to the respondent in general and aggravated damages, as compensation for his wrongful dismissal.

The principles on award of compensation for unlawful dismissal from employment, as can be discerned from several decided cases of the Supreme Court are these:

Where, a person is wrongfully dismissed from employment by his employer, the Court may, after making a finding to that effect proceed to award adequate compensation. This compensation shall consist of; a) compensation in lieu of notice; and b) an assessment of the damages, whether general or aggravated, as are deserving in the circumstances. See: Bank of Uganda vs. Betty Tinkamanyire, Supreme Court Civil Appeal No. 12 of 2007; and Stanbic Bank Limited vs. Kiyemba Mutale, Supreme Court Civil Appeal No. 02 of 2010.

It must be noted that the principles on award of damages, are similar to those applicable in other civil cases. In reaching his decision to award damages in this case, the learned trial Judge stated at page 626 of the record that:

"... In the present case, the plaintiff who was 43 years at the time of his wrongful dismissal, no doubt suffered embarrassment, humiliation, frustration, inconvenience and loss of future earnings, on the account of degrading and indifferent actions of the defendant. The plaintiff is therefore entitled to general and aggravated damages."

The learned trial Judge then went on to assess the quantum of damages at Ug. Shs. 275,000,000/=. It is trite law that an appellate court will not

interfere with an award of damages made by the trial court unless it has acted upon a wrong principle of law or that the amount awarded is so high or so low as to make it an entirely erroneous estimate of damages to which the plaintiff is entitled to. See: Okello, JSC in the Bank of Uganda vs. Betty Tinkamanyire case (supra) citing Rambhai Mahjibhai Patel vs. The Patidar Samaj and Another (1944) 11 EACA 1.

I find that the amount awarded by the learned trial Judge was so high. True, the plaintiff was treated in an inhumane and insensitive manner by the appellant which entitled him to an award of aggravated damages, but the amount awarded is way higher than the amount awarded by the Supreme Court in cases with similar facts

I note that by the time the respondent was dismissed, he had been in the appellant's employment for about 3 years; he had had a good record which was evidenced by his having been recognized as an outstanding employee in 2008. He was therefore entitled to be treated better by the appellant, than he was.

In **Betty Tinkamanyire (supra)**, the respondent, who had been employed for 10 years with the appellant bank, and had been wrongfully dismissed was awarded aggravated damages of Ug. Shs. 100,000,000/=.

In the present case, the appellant had been in the appellant's employment for 3 years. In my view, the amount of Ug. Shs. \$275,000,000/\$ = which was awarded to him as damages was on the higher side. I would therefore set it aside and substitute in its place an award of Ug. Shs. 100,000,000/= as aggravated damages.

Grounds 2, 3 & 4 of the appeal, would be disposed of on the terms proposed above.

As regards, the cross appeal, I would allow the same, and make an order that the quantum awarded above as aggravated damages, shall carry interest at 10 percent per annum from the date of the judgment in the trial Court until payment in full.

In the view of the above, I would confirm the decision of the High Court but with the following modifications:

- a) The appellant shall pay aggravated damages of Ug. Shs. \$100,000,000/= to the respondent for the unlawful summary dismissal in question.
- b) The amount in (a) shall carry interest of 10 percent per annum from 29th March, 2016, the date of judgment in the trial Court till payment in full.
- c) The appellant shall pay the costs of this appeal and those in the lower Court.

As Hon. Justice Cheborion Barishaki, JA., and Hon. Justice Remmy Kasule., Ag. JA also agree, this appeal shall be disposed of in the manner proposed in this judgment.

Dated at Kampala this

Elizabeth Musoke Justice of Appeal

THE REPUBLIC OF UGANDA

In the Court of Appeal of Uganda

At Kampala

Civil Appeal No. 0183 of 2016

(An Appeal from the decision of the High Court of Uganda at Nakawa before Masalu-Musene, J., dated 29th March, 2016 in Civil Suit No. 0014 of 2010)

Uganda Breweries Limited :::::::::::::::::::: **Versus**

Kigula Robert ::::::::::::::::::::

Coram: Hon. Justice Elizabeth Musoke, JA Hon. Justice Cheborion Barishaki, JA Hon. Justice Remmy Kasule, Ag. JA

Judgement of Hon. Justice Remmy Kasule, Ag. JA

I have considered the draft Judgment by the Honourable Lady Justice Elizabeth Musoke, JA and I agree with its conclusions and the orders the learned Honourable Justice proposes, including those as to costs.

I have nothing useful to add.

Dated at Kampala this ... Both day of July 2020.

"e Remmy Kasu Ag. Justice of Appeal

THE REPUBLIC OF UGANDA

IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

CIVIL APPEAL NO. 0183 OF 2016

UGANDA BREWERIES LIMITED:.....

VERSUS

KIGULA ROBERT:.....

(Coram: Elizabeth Musoke, Cheborion Barishaki, Remmy Kasule, \$JJA)\$

JUDGMENT OF CHEBORION BARISHAKI, JA.

I have had the benefit of reading in draft the judgment of my learned sister Hon Lady Justice Elizabeth Musoke JA.

I agree with the reasons she has advanced and the conclusions reached regarding this appeal and the cross appeal. I also agree with the orders she has proposed and I have nothing useful to add.

Dated at Kampala this.....

Cheborion Barishaki

Justice of Appeal

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Prepared on 13 October 2026 · Esheria