

UGANDA / JUDGMENT

Uni Group Limited v Uganda Broadcasting Corporation and Another (Civil Suit 330 of 2012) [2025] UGHCLD 89 (10 June 2025)

[2025] UGHCLD 89

COURT

HC: Land Division (Uganda)

BEFORE

Kazaarwe, J

CASE / FILE NUMBER

Civil Suit 330 of 2012

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THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA HOLDEN AT KAMPALA

(LAND DIVISION)

CIVIL SUIT NO. 330 OF 2012

UNIGROUP LIMITED.....

VERSUS

1. UGANDA BROADCASTING CORPORATION

2. THE REGISTRAR OF TITLES.....

Before: Hon. Lady Justice Olive Kazaarwe Mukwaya

JUDGMENT

The Plaintiff brought this suit against the Defendants seeking the following remedies;

1. A declaration that the Defendant's claim against the Plaintiff for UGX 1,830,122,372 (Uganda shillings One Billion Eight Hundred Thirty Million One Hundred Twenty-Two Thousand Three Hundred Seventy-Two only) and a further UGX 4,722,950 (Uganda shillings Four Million Seven Hundred Twenty-Two Thousand Nine Hundred Fifty only) per month has no legal basis.

2. A declaration that the Plaintiff, as the registered proprietor of land comprised in Leasehold Register Volume 3323 Folio 1, Plot 8 Water Lane (hereinafter referred to as the suit land) is entitled to enjoy quiet possession of the suit land without any disturbance or interference whatsoever from the 1st Defendant.
3. An order of rectification of records in the registry and on the duplicate certificate of title in respect of Freehold Register Volume 211 Folio 11, Plot M35, to reflect the encumbrances that attach to the said freehold including the lease for the suit land.
4. A permanent injunction restraining the 1st Defendant, her agents, successors in title, assignees or those claiming under the 1st Defendant from dealing with or interfering with the Plaintiff's use and enjoyment of the suit property in any way whatsoever.

\$25\$

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5. General and punitive damages.
6. Costs of the suit.

PLAINTIFF'S CLAIM AND EVIDENCE

Mr. Francis Buwule, PW1, Company Secretary of the Plaintiff, UNIGROUP, was their sole witness. He testified that on the 7th day of January 2005, following a lease \$\mathsf{S}\$ agreement between UNIGROUP and the Uganda Land Commission (ULC), UNIGROUP became the registered proprietor of land comprised in Leasehold Register Volume 3323 Folio 1, Plot 8 Water Lane (the suit property).

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Mr. Buwule highlighted the fact that UNIGROUP's ownership, contained in leasehold registered volume 3323 Folio 1, Plot 8 Water Lane, Kampala, is for a period of 49 years, commencing on the 1st day of October 2004, as reflected in PE1. This leasehold interest was carved out of a bigger portion of land previously Plot M35, Naguru, belonging to the ULC, the registered proprietor at the time and lessor to UNIGROUP.

UNIGROUP took occupation by installing and operating a mast on the land. On the 30th day of June, 2012, the 1st Defendant, Uganda Broadcasting Corporation (UBC), wrote to a surprised Plaintiff, claiming to be the successor in title to ULC and demanding UGX 1,830,122,372 (Uganda shillings One Billion Eight Hundred Thirty Million One Hundred Twenty-Two Thousand Three Hundred Seventy Two only) and a further UGX 4,722,950 (Uganda shillings Four Million Seven Hundred Twenty-Two

Thousand Nine Hundred Fifty only) per month collectively allegedly being unpaid 20 ground rent for the suit land during the use of the land by the Plaintiff.

Under the lease agreement, UNIGROUP undertook to pay annual ground rent of UGX 1,000,000/=. Presently, UNIGROUP continues to occupy the suit land by installing and operating massive broadcasting and telecommunications masts which were rented out

to numerous media and broadcasting companies to wit; Radio One Limited, Radio Two 25 Limited, Radio Maria, Monitor FM, Star Digital Television, Pearl FM, Infocom, Tangerine data and Data net.

On the 6th day of February 2007, Mr. Buwule came to learn of the UBC's reversionary interest being Freehold Register Volume 211 Folio 11 Plot M 35 Naguru. By the same date, UNIGROUP's leasehold interest was still subsisting. On the 2nd of July 2012, UNIGROUP, wrote a letter, PE5, informing UBC about its ownership of the suit

property, the circumstances of its ownership and current status of ground rent payments. On the 4th day of July 2012, UBC replied, paying no regard to UNIGROUP's rights as registered owner of the suit land by threatening to switch off the Plaintiff's masts and confiscate all the Plaintiff's properties on the suit land, hence this suit.

- The Registrar of Titles, the 2nd Defendant, acknowledged UNIGROUP's interest in the $\$S$ suit land and the two entered a consent judgment. The 1st Defendant, UBC, filed its defence and counterclaim in which it was contended that they had legal right to the suit land and that the demand for outstanding rents was valid. This matter eventually proceeded ex parte on the 17th of January 2025, after the Defendants were duly served 10
- with hearing notices but did not appear in court.

REPRESENTATION

The Plaintiffs were represented by Mr. Arinaitwe Mordecai of Fides Legal Advocates. Counsel proposed the following issues for trial;

ISSUES

- 1. Whether the Defendant has any right to demand from the Plaintiff the 15 payment of UGX 1,830,122,372/= (Uganda shillings One Billion Eight Hundred Thirty Million One Hundred Twenty-Two Thousand Three Hundred Seventy-Two only) and a further UGX 4,722,950/= (Uganda shillings Four Million Seven Hundred Twenty-Two Thousand Nine 20 Hundred Fifty only) as unpaid ground rent?
- 2. Whether the 1st Defendant is bound by the existing obligations of Uganda Land Commission over the suit land including the Plaintiff's interest in the Lease Agreement and Title Deeds relating to LRV 3323 Folio 1 Plot 8 **Water Lane**?
- 25 3. Whether the Plaintiff is entitled to the relief sought?

DETERMINATION BY THE COURT

Issue 1 & Issue 2

Whether the Defendant has any right to demand from the Plaintiff the payment 30 of UGX 1,830,122,372/= (Uganda shillings One Billion Eight Hundred Thirty

Million One Hundred Twenty-Two Thousand Three Hundred Seventy-Two only) and a further UGX 4,722,950/= (Uganda shillings Four Million Seven Hundred Twenty-Two Thousand Nine Hundred Fifty only) as unpaid ground rent and Whether the 1st Defendant is bound by the existing obligations of Uganda Land

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Commission over the suit land including the Plaintiff's interest in the Lease $\$S$ Agreement and Title Deeds relating to LRV 3323 Folio 1 Plot 8 Water Lane?

Section 59 of the Registration of Titles Act Cap 240 provides;

59. Certificate to be conclusive evidence of title

No certificate of title issued upon an application to bring land under this Act shall be impeached or defeasible by reason or on account of any informality or irregularity in 10 the application or in the proceedings previous to the registration of the certificate, and every certificate of title issued under this Act shall be received in all courts as evidence of the particulars set forth in the certificate and of the entry of the certificate in the Register Book, and shall be conclusive evidence that the person named in the

certificate as the proprietor of or having any estate or interest in or power to appoint 15 or dispose of the land described in the certificate is seized or possessed of that estate or interest or has that power. (The underlining is mine for emphasis).

PE1 is the Plaintiff, UNIGROUP's leasehold certificate of title granting them ownership rights on the suit land from the 1st October 2004 to the 1st October 2053, a period of 49 years. According to Mr. Buwule, PW1, UNIGROUP paid its annual ground rent of UGX 1,000,000/= to the Uganda Land Commission under the terms of their lease agreement, PE2.

It is an undisputed fact that the 1st Defendant is the successor in title to the Uganda Land Commission. On the 6th February 2007, UBC was registered on the certificate of

title for the reversionary interest Freehold Register Volume 211 Folio 11 Misc. Plot 25 No.35 Naguru.

Two documents were served upon UNIGROUP by the 1st Defendant, UBC, prompting this suit. The first is an invoice dated 26th June 2012 demanding 222 (two hundred twenty-two) months of unpaid ground rent for the period, January 1994 to June 2012, PE3. And the second is a letter dated 30th June 2012, PE4. The first paragraph of this

letter is reproduced below;

'According to our records, your company UNIGROUP which owns Radio 1 and 2 installed a mast on Uganda Broadcasting Corporation land located at Naguru hill since January 1994.'

Counsel for the Plaintiff submitted that it is the Plaintiff's unrebutted evidence under Paragraphs 2, 3, 4 and 5 of PW1's witness statement that the Plaintiff was granted a $\$S$ lease in the suit land by the Uganda Land Commission, the $\$1^{st}$ Defendant's predecessor in title. This was with prior approval and no objections by the registered user, the Ministry of Information, as evidenced in the correspondences with the Uganda Land Commission, PE6.

Counsel relied on Section 64(2) of the Registration of Titles Act, Cap 240 that 10 provides that;

Notwithstanding subsection (1), the land which is included in any certificate of title or registered instrument shall be deemed to be subject to the reservations, exceptions, covenants, conditions and powers, if any, contained in the grant of that land, and to any rights subsisting under any adverse possession of the land, and to any public

- rights of way and to any easements acquired by enjoyment or use or subsisting over 15 or upon or affecting the land, and to any unpaid rates and other money which without reference to registration under this Act are by or under the provisions of any written law declared to be a charge upon land in favour of any Government department or officer or any public authority, and to any leases, licences or other authorities granted
- 20 by the Governor or any Government department or officer or any public authority, and in respect of which no provision for registration is made and also, where the possession is not adverse, to the interest of any tenant of the land, notwithstanding the same respectively are not specially notified as encumbrances on the certificate or instrument. (Emphasis by underlining added by Counsel).
- Counsel submitted that the Plaintiff's leasehold certificate of title was existing at the 25 time the 1st Defendant got registered on the suit land title. He added that the lease was properly obtained after the Plaintiff had duly complied with the legal procedures and requirements which included surveys, obtaining approval and no objections from the Government ministries. I agree and find that the Plaintiff's evidence does indicate that at the material time of the transaction, the Uganda Land Commission had every right 30 under the law to enter into the lease agreement with UNIGROUP. And it was grossly erroneous and misleading for UBC, which was registered a mere three years into the

lease, to present a demand letter and invoice, over a decade after the lease agreement was executed, as if it enjoyed separate proprietary rights from what it inherited from the Uganda Land Commission, its predecessor in title.

Furthermore, section 32 of the Contracts Act Cap 284 provides;

$\S$ 32. Obligation of parties*

> (1) The parties to a contract shall perform or offer to perform, their respective promises, unless the performance is dispensed with or excused under this Act or any other law.

> (2) A promise binds a representative of a promisor, in case of the death of the promisor before performance, unless a contrary intention appears from the contract.

I find that UNIGROUP remains bound by its contractual obligations under the 49 -year 10 lease agreement, PE2, a responsibility that could not be vitiated by UBC.

Issue 1 is resolved in the negative and Issue 2 is resolved in the affirmative.

Issue 3

Whether the Plaintiff is entitled to the relief sought?

I agree with Counsel for the Plaintiff that it is entitled to the reliefs sought save for 15 general and punitive damages. In my view, since the Plaintiff retained possession of the suit land throughout this conflict, I decline to award damages.

In conclusion, I enter judgment for the Plaintiff and order as follows;

1. A declaration that the Defendant's claim against the Plaintiff for UGX 1,830,122,372 (Uganda shillings One Billion Eight Hundred Thirty Million One 20 Hundred Twenty-Two Thousand Three Hundred Seventy-Two only) and a further UGX 4,722,950 (Uganda shillings Four Million Seven Hundred Twenty-Two Thousand Nine Hundred Fifty only) per month has no legal basis.
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to reflect the encumbrances that attach to the said freehold including the lease for the suit land.

4. A permanent injunction restraining the 1st Defendant, her agents, successors in title, assignees or those claiming under the 1st Defendant from dealing with or interfering with the Plaintiff's use and enjoyment of the suit property in any way whatsoever.

5. Costs of the suit.

Olive Kazaarwe Mukwaya 10

JUDGE

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10th June 2025

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