IN THE COURT OF APPEAL OF TANZANIA

AT DAR ES SALAAM

(CORAM: LILA, J.A., KOROSSO, J.A., And MAKUNGU, J.A.)

CIVIL APPEAL NO. 91 OF 2020

GRACE OLOTU MARTIN.....APPELLANT

VERSUS

AMI RAMADHANI MPUNGWE alias
AMI MPUNGWE alias **A.R. MPUNGWE..... RESPONDENT**

(Appeal from the Judgment and Decree of the High Court of Tanzania, [Land Division] at Dar es Salaam)

(Wambura, J.)
dated the 22nd day of September, 2017

in

Land Case No. 359 of 2014

.....

JUDGMENT OF THE COURT

22nd March & 20th April, 2023

LILA, JA:

The dispute in this appeal revolved around ownership of a plot referred to as Plot No. 133 Block 'C' at Tegeta Area, Kinondoni Municipality in Dar es Salaam Region (suit property). It involved two civil servants who had, for a certain period of time, worked together at the Ministry of Foreign Affairs and International Relations head office at Dar es salaam, the appellant being subordinate to the respondent. The respondent instituted

Land Case No. 359 of 2014 before the High Court of Tanzania (Land Division) claiming to be the lawful owner and was paying land rent to the Land Authority. In the plaint, he prayed for a declaration that he is the lawful owner of the suit property, a declaration that the appellant trespassed on the suit property, a permanent order to restrain the appellant, her relatives, assignees and agents from trespassing into the suit property, an eviction order to evict appellant, her relatives, assignee and agents from the suit property, payment of general damages at the tune of TZS 500,000,000/=, costs of the case and any other relief the court would deem fit to grant.

The claims by the respondent were heftily disputed by the appellant who claimed to be the owner of the suit property having bought it from one Amina Ramadhani Mpungwe and as opposed to the respondent's assertion, she claimed that she was the one who was settling the said land rental charges. She thereby denied being a trespasser and asked for the court to dismiss the suit with costs.

The High Court (Wambura J.), at the conclusion of the trial, held in favour of the respondent granting him various orders amongst which are a subject of this appeal. Given their relevance in this appeal and for ease reference, we hereunder rephrase them thus: -

1. The appellant is the lawful owner of the suit plot
2. The appellant is a trespasser to the suit property and should deliver vacant possession forthwith irrespective of the development made thereon.
3. The appellant, her relatives, her assignees, agents are permanently restrained from trespassing into the suit property
4. The appellant to pay the respondent damages at the tune of TZS 100 million for inconveniences and loss caused to the respondent for non-use of the plot for over eleven (11) years when the suit property was trespassed, interest at court rate from the date of the order to the date of full payment, and
5. Costs of the suit.

As would be discerned from the record, the appellant was aggrieved and sought to fault the learned judge's decision through a memorandum of appeal comprising three (3) grounds of appeal which was lodged in Court on 21/4/2020. The grounds fronted read: -

1. That, the trial judge erred both in law in invoking the principle of Caveat Emptor in the circumstances of this case.
2. That, the trial judge erred in fact and law by granting reliefs exceeding prayers asked by the Plaintiff (who is now the Respondent herein).

3. In the circumstances of the case, the evidence on record and law, the learned trial judge should have inferred that the appellant was an innocent trespasser, and entitled to compensation for the unexhausted improvements on the suit land.

We find ourselves compelled to pose here and interject one crucial observation. Our reading of the written submission in support of the appeal by the appellant lodged in Court on 22/6/2020 and the reply thereto by the respondent lodged on 30/7/2020 and the initial oral submission before us by Mr. Emanuel Augusto, learned counsel who represented the appellant, it appeared that there were five (5) grounds of appeal before the Court which we could not find in the record of appeal. Upon our engagement of the learned counsel of the parties on that confusion, Mr. Augusto could not offer any explanation but asked the Court to deal with the grounds of appeal as they appear in the record of appeal, that is those contained in the memorandum of appeal lodged on 21/4/2020. We took note of that and proceeded with the hearing of the appeal on those three grounds of appeal. That, definitely, meant that the Court should ignore the parties' submissions in respect of the rest of grounds of appeal. We have, indeed, done so.

As stated above, before us, the appellant was represented by Mr. Emanuel Augusto, learned counsel. Mr. Lusajo Willy, learned advocate, represented the respondent.

We take note that, in the due course of his submission before us, Mr. Augusto opted to abandon ground one (1) of appeal. In view of that, there is no ground left challenging the judge's finding over the ownership of the suit plot. The appellant does not therefore dispute her entry on the respondent's plot and the Court is thereby relieved from the duty to determine whether or not the appellant was a trespasser onto the respondent's plot. The respondent's ownership of the suit property is, therefore, no longer in dispute. Instead, as we shall soon show, the appellant's contention is that she was an innocent trespasser hence entitled to certain rights. In fact, the remaining complaints (grounds 2 and 3) tell it all that, before us, the appellant's complaints are narrowed down and the issues before the Court are twofold which relate to the nature and quantum of the relief granted and, in the circumstances of this case, failure by the trial judge to order payment of compensation to the appellant for the unexhausted improvements on the suit property.

Amplifying on the second ground of appeal in the written submission and before us, Mr. Augusto argued that while in the plaint the respondent prayed for '*an eviction order to evict the defendant, her relatives, her*

assignees, her agents from the suit property', the learned trial judge, in the judgment, proceeded to order that '*The defendant is declared to be a trespasser to the suit property and is required to issue vacant possession forthwith irrespective of the development made therein*' which relief was not pleaded in the plaint or in the oral evidence. He submitted that the learned judge's order violated the principles governing pleadings.

Before us, Mr. Augusto further submitted that TZS 100 million granted by the trial judge to the respondent as damages are excessive although in the plaint, he had claimed for TZS 500 million because in his testimony the appellant had claimed to be paid TZS 500 million as compensation for him to surrender the plot to the appellant. He contended that the respondent did not lay a foundation by leading evidence which would have justified payment of damages because he personally said he could not develop it or mortgage the plot to secure funds as he had no title over the plot but simply an offer. These factors, in his view, proved that he was not willing and ready to develop the land hence he was not prevented by the appellant to effect any developments on the suit property. Failure to lay such a foundation, Mr. Augusto argued, disentitled him payment of such huge sum of money as damages citing the Court's decision in **Metthuselah Paul Nyangaswa vs Christopher Mbote Nyirabu** [1985] T. L. R. 104.

The learned counsel further submitted that bearing in mind the circumstances of this case, the learned trial judge ought to have arrived at a conclusion that the appellant was an innocent trespasser who had innocently effected substantial improvements on the suit property entitling her to payment of compensation. Elaborating, he argued that the appellant's trespass was not intentional which fact the learned judge acknowledged when she stated that the appellant was conned, there were investments effected on the plot and the appellant had offered to secure an alternative plot for the respondent a deal which was not accomplished as the respondent could not be traced. He cited the persuasive decision of the High Court of Tanzania in the case of **Frank S. Mchuma vs Shaibu A. Shemdolwa** [1998] TLR 280 to bolster his argument. When prompted by the Court whether such developments were done without knowledge on the part of the appellant that the plot belonged to the respondent, Mr. Augusto argued that at the time the dispute arose the appellant had already constructed a servant quarter and as she was optimistic that the respondent would accept the offer of an alternative plot, the appellant continued with developments on the plot. He contended that these facts negated the intention to deliberately trespass that would entitle the appellant to compensation for improvements done in good faith. Based on those arguments, the learned counsel pleaded to the Court to make

an order that the appellant be compensated for the developments done. He was however, on our prompting of the fair amount to be paid, unable to propose the amount leaving it to the Court to determine it.

In reply, Mr. Willy representing the respondent who had also filed written submission, was not in agreement with Mr. Augusto. In his view the damages granted (TZS 100 million) was far less compared to the amount pleaded (TZS 500 million) hence it was fair and was based on sound reasons given by the learned judge that the respondent was denied access and enjoyment of his plot. He asserted that the facts in the cited case of **Metthusela Paul Nyagaswa vs Christopher Mbote Nyirabu** (supra) are distinguishable to the present case.

In respect of the right of the appellant to be compensated for the unexhausted improvements she effected on the suit property, Mr. Willy reiterated his submission in the written submission that neither the allegation that the appellant was an innocent trespasser nor the claim to be paid compensation were pleaded in the written statement of defence hence the trial judge could not grant the same bearing in mind the principles governing pleadings. He was opposed to Mr. Augusto's contention that the learned judge held that the appellant was conned and instead argued that the judge found the appellant to had conceded that she was conned. Distinguishing the facts of this case and those of the

cited case of **Frank S. Mchuma vs Shaibu A. Shemdolwa** (supra), Mr. Willy argued that, as opposed to the present case, in that case trespass was contributed by a public officer. He further argued that in the present case the record is clear that the Land Officer warned the appellant that the suit plot belonged to the respondent prior to effecting any developments.

We shall begin our deliberation by addressing the issue raised in ground three (3) of appeal that the appellant was an innocent trespasser hence entitled to compensation for unexhausted development she made on the suit property. The law on trespass is certain and free from ambiguity. Trespass to land means interference with the possession of land without lawful justification and, on this, we agree with the definition given by Lugakingira J. in **Frank S. Mchuma vs Shaibu A. Shemdolwa** (supra) that trespass is an unjustifiable intrusion by one person upon the land in the possession of another. Such interference entitles the one in possession of the land recourse to court for either eviction/ejection or for payment of compensation termed as mesne profit due to non-use of it during the period of his dispossession. Explaining in details on that right, **R. K. Bangia** in his book: **Law of TORTS**, Twenty-First Edition, 2008 at page 407 has this to say: -

> *"Trespass is actionable per se and the plaintiff need not prove any damage for an action of trespass. "Every invasion of property, be it ever so minute, is trespass." Neither use of force nor showing any unlawful intention on the part of the defendant are required.* ***Even an honest mistake on the part of the defendant may be no excuse and a person may be liable for trespass when he enters upon the land of another person honestly believing it to be his own.*** *Probably inevitable accident will be a good defence as it is there in case of trespass to persons on chattels."* (Emphasis added)

We subscribe ourselves to the above as being the proper exposition of the law. We have considered the phrases '***an honest mistake ...'*** and ***'honestly believing ...'*** in the above quoted extract and we entertain no doubt that they refer to absence of ill-will or intention to enter into another's land. They connote what Mr. Augusto termed as innocence on the part of the trespasser. But as shown above, in law, honest belief or innocent entry are irrelevant factors when it comes to trespass actions hence they constitute no good defence. Given such stance of law, it follows therefore that the only available defences to defendants in such suits are that the entry was with authority of the owner or was in the due

execution of a statutory duty or under the authority of some law. [see **R. K. Bangia** (supra) at page 406 to 409].

In the instant case, the learned counsel for the appellant contended that the appellant's trespass was not intentional or *malafide* but innocent backing up his assertion with the argument that the appellant acted under a belief that negotiations to avail the respondent with an alternative plot would be successful and that even the trial court appreciated that she was conned. On the basis of these arguments the learned counsel urged the Court to be inclined to agree with him and hold that, being innocent, the appellant is entitled to compensation for developments she made on the disputed plot citing the persuasive decision of the High Court in **Frank S. Mchuma vs Shaibu A. Shemdolwa** (supra). It is worth noting that, in the instant case, the record speaks loudly that after making a finding that the appellant did not exercise due diligence before entering into a sale agreement with one Amina Ramadhani Mpungwe, the learned judge, regarding the developments the appellant made on the suit land, observed that: -

> "***The defendant knew that the suit premises beionged to the plaintiff and she was conned as of 2004 but continued to develop the same without lawful title.*** *The doctrine of adverse possession cannot be applied as she knew*

she was occupying the premises unlawfully..."
(Emphasis added)

The above excerpt, clearly shows that the learned judge was disturbed by the appellant's conduct of continuing with development on the suit property while aware that the plot belonged to the respondent. The learned judge made it clear that the alleged sale of the plot by Amina Ramadhani Mpungwe to the appellant did not make her innocent trespasser because she had prior knowledge of the respondent's title over the plot. Worse still, the intention of a trespasser is of no essence in cases of trespass and cannot successfully be relied on as a defence from liability as categorically explained in the quoted excerpt from **R. K. Bangia** (supra). Although we are not seized of the record in **Frank S. Mchuma vs Shaibu A. Shemdolwa** (supra) as we are not sitting on its appeal, the learned judge, in our strong view, strayed into an error when he took exception of the fact that the appellant had made some developments on the land and inaction by the public officers to circumvent the clear position of the law and treat the trespasser an innocent trespasser. In our view, that will amount to being unduly moved by sympathy to the appellant leading to a total disregard of the settled legal position. For equity to apply one must approach it with clean hands which is not the case herein as we shall endeavour to show latter herein. Equity holds true where fairness to

both sides is observed, too. Closely considered, like in **Frank S. Mchuma vs Shaibu A. Shemdolwa** (supra), in the instant case, the learned advocate advanced factors which, in his view, suggest that the appellant acted honestly. But, as stated above, honest belief has no place in trespass actions. We are further of a decided view that it is unfair to condemn the respondent to pay compensation for unexhausted improvements made without his permission or consent and which are not of his choice, design and location on his land. In law, the developments made by the appellant on the respondent's land caused discomfort or inconvenience on the part of the respondent. Trespass in civil law differs from that in criminal law on this point. The offence of criminal trespass consists in entering or remaining on the land of another person with an intent to commit an offence or intimidate, insult or annoy any person in possession of such property. (See section 299 of the Penal Code, Cap. 16). Thus, we agree with learned counsel for the respondent that the precedent set in **Frank S. Mchuma vs Shaibu A. Shemdolwa** (supra) is not in line with the settled law on the matter and, if allowed to be further propagated, will definitely occasion injustice in circumstances of the present case and the like. Above all, the law entitles to compensation a person who effects development on the land he legally owns or has authority to do so which is the stance the Court took in one of its holdings in **Ntiyahela Boneka**

vs Kijiji cha Ujamaa Mutula [188] TLR 156 cited in **Tenende Budotel and Another vs The Attorney General**, Civil appeal No. 27 of 2011 (unreported) where it was held that: -

> *"(1) A person is entitled to compensation for improvements effected on the land provided that at the time of carrying out such improvements he had apparent jurisdiction for doing so."*

In the present case the appellant was not the owner of the suit property hence deserves no compensation for the development done.

The learned advocate's contention is further torn to pieces by the appellant's own testimony at page 98 of the record where she stated that *'In 2003 while am abroad, I was told that the plot belongs to the plaintiff...'* which shows that despite that caution she continued with construction of the main house until 2006 when it was completed. In addition, Elias Ndalichako (PW4) led evidence that the Ministry of Lands wrote a reply letter dated 21/8/2006 to Amina Ramadhani Mpungwe from whom the appellant claimed to have bought the suit plot refusing her request to transfer ownership of the suit property. Through this letter the appellant ought to have known that it was not safe to continue with development thereon but it plainly appears she ignored it. Such conduct negate the contention that the appellant's trespass was innocent.

Finally, we are not the least persuaded by the cited High Court decision to agree with the contention by Mr. Augusto that the appellant was an innocent trespasser, a phenomenon which is novel in civil proceedings. Conversely, we hold that any developments made on the suit property by the appellant while knowing that the plot belonged to the respondent were made at her own peril and she is not entitled to compensation but has to give vacant possession to the respondent quite in line with the Court's holding in **Metthusella Paul Nyangaswa vs Christopher Mbote Nyirabu** (supra) at page 113 where the Court found that continuation to erect a building on the land with knowledge that there was an order of injunction was done at the appellant's peril and was himself to blame for the resultant order of demolition. This ground of complaint is dismissed.

The complaint in ground two (2), relates to granting reliefs not prayed for (not pleaded) and granting excessive quantum of damages by the trial court.

From the submission and arguments by Mr. Augusto before us, the complaint is two-limbed. **One**; the learned judge granted reliefs not prayed for or pleaded in the plaint and **two**; the reliefs were granted not only without evidence to support them (justification) but also excessive. We shall begin our deliberation by considering the first limb on whether

the relief granted by the trial judge was not pleaded. We entirely agree with Mr. Augusto that a cardinal principle of law in civil proceedings is that no party is permitted to take the other party by surprise and it is a requirement of the law that the pleadings guide the parties in a trial of a suit hence the parties are not permitted to depart from the case they presented by way of averments in the pleadings. The principle is therefore that parties are bound by their own pleadings. The same way parties are bound by the pleadings, the trial judge is bound to grant reliefs reflected in the parties' pleadings. Such is the legal stance founded under Order VII Rule 1 (g) and 7 of the Civil Procedure Code (the CPC) which require reliefs sought by each party be expressly stated in the plaint. (See **Anthony Ngoo & Another vs Kitinda Kimaro**, Civil Appeal No. 25 of 2014 (unreported), **James Funke Gwagilo v. Attorney General** [2004] T.L.R 161 and **Cooper Motors Corporation (T) Ltd vs Arusha International Conference Centre** [1991] T.L.R (1) 165.

The appellant's complaint that the reliefs granted were not pleaded in the plaint can exhaustively be determined upon examination of the prayers laid bare in the plaint by the respondent in relation to the orders granted. The reliefs appear at page 7 of the record of appeal and are couched thus:

"WHEREFORE, the plaintiff prays for decree and judgment on the plaintiff's favour against the defendant for the following orders: -

(a) A declaration that the plaintiff is the lawful owner of the suit property.

(b) A declaration that the defendant is trespasser on the suit property.

(c) A permanent order to restrain the defendant, her relatives, her assignee, her agents from trespassing into the suit property.

(d) An eviction order to evict the defendant, her relatives, her assignees, her agents from the suit property.

(e) Defendant be ordered to pay General damage of Tanzania shillings five hundred million (500,000,000/=) to the plaintiff.

(f) Costs of this case be borne by the defendant.

(g) Any other relief(s) that the court deem fit and just to grant."

With these reliefs sought by the respondent in the plaint, we do not think that there is any justification to fault the learned judge by granting the orders such as '*an eviction order to evict the defendant, her relatives,*

her assignees, her agents from the suit property', and the order that '*The defendant is declared to be a trespasser to the suit property and is required to issue vacant possession forthwith irrespective of the development made therein*' as above complained by the appellant. Not only that such orders were expressly pleaded in the plaint but they are also orders directly flowing from the nature of the respondent's claims. In fact, the learned judge's order amounted to restitution which in its etymological sense means restoring to the successful party what he had lost. The principle of restitution imposes an obligation on the party to the suit who received an unjust benefit to surrender the same to the rightful party for what he has lost. The respondent had lost possession of the plot to the appellant through trespass. Restoration of the plot through eviction and restraint from further encroachments and disturbances are rights directly flowing from the respondent's successful litigation. (See, C. K. Takwani, in the book **Civil Procedure**, Fifth Edition, at page 510). This complaint fails and is dismissed.

We have dispassionately considered the contending submissions by the learned counsel of the parties on the second limb that no evidence was led by the appellant to prove the claim for damages and the contention that the amount granted is excessive. We entirely agree with Mr. Augusto that when a claim for damages is included in an action, the

plaintiff or claimant is required under the law to provide evidence in support of the claim and to give facts upon which the damages could be assessed (See **Silas Simba vs Editor Mfanyakazi News Paper and Another**, Civil Appeal No. 7 of 1997 (unreported). We wish to note here that Order VII Rule 7 of the Civil Procedure Act, Cap. 33 (the CPC) requires a party (the plaintiff) to state specifically the reliefs he claims. It also clearly states that it is not necessary to state general reliefs or other reliefs which may be given as the court may think just. It is also a settled principle of pleadings that parties are bound by their own pleadings (see the unreported Court of Appeal Case, Civil Revision No. 50 of 1998, **James Funke Gwagilo vs The Attorney General**). In principle therefore, courts are barred from granting reliefs not asked in the pleadings save for reliefs naturally flowing from the nature of the claims. Damages, like any other reliefs, must be proved by evidence. Simply explained, before assessment of damages can be made, the plaintiff or claimant must first furnish evidence to warrant or justify the award of damages. He must also provide facts that would form the basis of assessment of the damages he would be entitled to. Failure to do so would be fatal to his claim for damages. In the present case, the respondent, who had claimed for payment of damages had an obligation to discharge that duty at the balance of probability which is the standard applicable in

civil cases. Unfortunately, the record contradicts Mr. Augusto's position as was rightly argued by Mr. Willy. It is on record (at page 75) that the respondent told the trial court that: -

> *"I went to south Africa in 1994. I left the plot in the care of my wife. I went there in 2004 and found a new fence constructed. Thereafter Grace told me that she bought the suit plot. when during a search there (sic) already the same had been allocated to me. She thus wanted me to leave the same to her which I refused.*
>
> *I had told her to either find an alternative plot for me but it could not be resolved. I could not be inside as I do not know if the building which I constructed is there or not...*
>
> *... I pray that the court declares that I am the lawful owner of the suit property and Grace be ordered to issue vacant possession so that I can develop the same or she compensates me TZS 500,000,000/= as well as any relief due to the problems I have incurred..."*

In our respectful view, the above excerpt presents the respondent's lamentation not only on the inconveniences occasioned by the appellant's trespass but also evidence that he could not enter into the plot or develop it and that there was a building he constructed on the plot which he could not use for the whole period the plot was in the appellant's possession.

Mr. Augusto's contention that no evidence was led by the respondent to justify grant of damages therefore crumbles and is dismissed.

Mr. Augusto also argued that the evidence on record showed that the respondent was not willing and ready to develop the plot and that he was financially unable to do so because he could not secure funds through loan by mortgaging the plot because he only had an offer. We do not agree with him. The record bears out that since the year 2004, the parties have been litigating over the plot how then could it be expected that the respondent could develop it. After all, the suit was not founded on failure to make developments on the plot whereby evidence on the ability to develop would be relevant. Instead, it was grounded on trespass which is actionable *per se*. In the circumstances, the respondent could not therefore be expected to lead evidence whether or not he was able to develop the plot. Without losing site, the cited case of **Frank S. Mchuma vs Shaibu A. Shemdolwa** (supra) in clear terms made reference to various decision supporting the position that trespass is actionable per se and requires no proof of actual loss meaning that in such actions the plaintiff is relieved from the requirement of proving damage so as to be entitled to be paid general damages. That is to say payment of general damages to the respondent is a matter of right for mere loss of use. The appellant cannot therefore seek refuge in the Court's decision in the case

of **Metthusella Paul Nyangaswa vs Christopher Mbote Nyirabu** (supra) cited by Mr. Augusto. Evidence establishing any other damage becomes relevant in the determination of the fair amount to be granted. Since general damages are intended to compensate or restore the party to its original position, it is the court which is vested with the discretion to determine the amount bearing in mind the circumstances of each particular case. In the present case, while the respondent had prayed to be paid TZS 500 million, the learned trial judge granted only TZS 100 million and she reasoned thus: -

> *"(d) Considering the fact that the plaintiff could not use the suit premises for over 11 years since the suit premise was trespassed upon to date; he is awarded the general damages to the tune of Tshs 100,000,000/= for inconveniences and loss of use with interest at court rate from the date of this order to the date of full payment of the same."*

Mr. Augusto's complaint is that TZS 100 million granted is on the high side. We first wish to state that the learned judge applied the right principle in the determination of the right to be paid damages which we have endeavoured to explain above. She did not, and in our view correctly, consider that the respondent had built a building on the plot prior to being trespassed for obvious reasons that any compensation on it would require strict proof it being specific damages.

We now address the issue whether the amount granted is excessive. We are alive of the established principle that this Court would not interfere with the amount awarded unless it is shown that the sum awarded is so manifestly low or that the assessment must have proceeded on a wrong principle. (See The Court of Appeal for Eastern Africa decision in **Kimothia Githendu vs Dhamra Tyre Retreaders and Another**, Civil Appeal No. 21 of 1970). Now, upon our objective consideration of the respondent's evidence justifying payment of damages and in all fairness, we are convinced that the respondent's lamentation as quoted above was insufficient to justify payment of the huge sum of money granted by the learned trial judge as damages. Apart from being denied access and use of the suit property, the other damage suffered appears not to be very serious. Much as the assessment of damages was within the province of the learned trial judge, taking into account the respondent's lamentation and the fact that he was denied the right to access and use of the plot as well as all the circumstances surrounding the case, we are of the decided view that TZS 30,000,000.00 (Say Tanzania shillings Thirty Million) is reasonable and adequate to mitigate the respondent's loss of use of the suit property. Accordingly, the order of the trial court granting payment of TZS 100 million as damages to the respondent by the appellant is set aside and we substitute thereof with TZS 30 million.

Save for the reduction of the quantum of damages payable to the respondent by the appellant as indicated above, for reasons stated above, the appeal is dismissed with costs to the respondent.

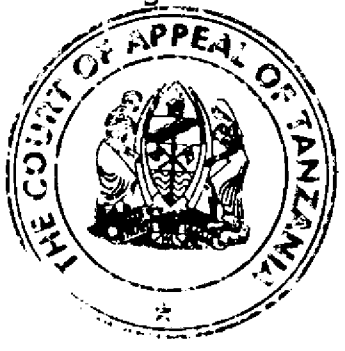
DATED at **DAR ES SALAAM** this 19th day of April, 2023.

S. A. LILA
JUSTICE OF APPEAL

W. B. KOROSSO
JUSTICE OF APPEAL

O. O. MAKUNGU
JUSTICE OF APPEAL

The Judgment delivered this 20th day of April, 2023 in the presence of Mr. Emmanuel Augustino, learned advocate for the Appellant, and Mr. Lusajo Willy, learned advocate for the Respondent is hereby certified as a true copy of the original.



A. L. KALEGEYA
DEPUTY REGISTRAR
COURT OF APPEAL