

IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
BUKOBIA DISTRICT REGISTRY
AT BUKOBIA
(HC) LAND CASE NO. 03 OF 2016

CHARLES KAHATANO LWEMPISI PLAINTIFF

VERSUS

BUKOBIA MUNICIPAL COUNCIL DEFENDANT

JUDGMENT

14/03/2022 & 06/05/2022

NGIGWANA, J.

The instant suit follows that actions of the defendant above named, Bukoba Municipal Council, of demolishing the plaintiff's buildings at Plot No. 9 Block "L" Uganda Road, Hamugembe ward within Bukoba Municipality in Kagera Region. The defendant's actions have been viewed to be unlawful, now the plaintiff claims for judgment and Decree against the defendant as follows;

- (i) A declaratory order that the demolition of the plaintiff's landed property by the defendant at Plot No. 9, Block "L" Uganda Road, Bukoba Municipal was unlawful.*
- (ii) An order for payment of compensation the demolished buildings, the properties of the plaintiff at Plot No.9, Block "L" Uganda Road, Bukoba Municipal at a tune of **TZS. 59,125,500/=**.*
- (iii) An order for payment of the sum of **TZS 2,745,000/=** as special damages suffered by the plaintiff.*

- (iv) An order for payment the sum of **TZS. 54, 000,000/=** as loss of income expected from business for renting 24rooms.*
- (v) An order for payment of damages at the court discretion*
- (vi) An order for payment of the sum of TZS. 68,500,000/= being the land value at Plot No.9, Block "L" Uganda Road, Bukoba Municipal in the event the defendant opts to acquire the said land*
- (vii) Costs for the suit*
- (viii) Any other relief as the Honorable Court may deem fit and just to grant.*

It was stated in the plaint that on 24/11/2008, the plaintiff legally purchased a suit land, Plot No. 9. Block "L" Uganda Road) from one Mahendra Chatur Gir for the sum of **TZS 30,000,000/=** and transfer of **Title No. 003024/2** was effected thereto and approved by the Defendant. It was further stated that prior to the purchase, the plaintiff obtained necessary documents from the seller as to the legality of the said plot as to whether or not it was a valid plot within the meaning of Town planning and the like.

That, after the transfer of ownership from the original owner to the plaintiff, the plaintiff applied for a building permit and granted the said permit in 2015 for constructing shop rooms whereas he constructed 24 shop rooms to the tune of **TZS. 59,125,000/=**.

That while the entire construction was duly supervised by the defendant's engineers as per building permit, on 6th July, 2015 the Defendant's officer by the name of **CHARLES KAFUMU**, without any notice but with consent and

approval of the defendant, entered into the said suit premises and painted the word "**BOMOA**" meaning demolish the building.

It is further stated in the plaint that, despite the indication to demolish the buildings, the Defendant constantly and persistently continued to demand Land rent and property tax and the plaintiff paid, an indication that the defendant was legally recognizing the Plaintiff's Plot and the property therein to be the property lawfully constructed at the place.

That the defendant was served with statutory Notice on 3/07/2015 and another on 23/10/2015 indicating an intention to take legal action in the event of destruction of the Plaintiff's property but no response was made and instead in December, 2015, the Defendant demolished the Plaintiffs' buildings causing a lot of loss, damages and mental anguish to the Plaintiff without lawful justification.

That, in the said premises, apart from the buildings, 160 hard wood each valued at **TZS. 5,000/=**, 40 boxes of floor tiles @ **TZS. 1,800/=**, Electricity equipment's worth **TZS. 1,150,000/=**, and other working tools worthy of value **TZS. 75,000/=** were all destroyed.

That the Plaintiff had constructed 24 commercial rooms for shops and like business, 6 rooms in the front house and 18 rooms in the rear house and rooms had already been hired for **TZS. 3,000,000/=** per room equivalent to **TZS. 18,000,000/=** per annum and the rear rooms negotiated and agreed to be hired at **TZS. 2,000,000/=** per annum, equivalent to **TZS. 36,000,000/=** per annum, thus the Plaintiff has suffered loss of income to the tune of **TZS 54,000,000/=**.

That the Plaintiff had good plans of developing the suit premises to earn income from such business for years and years to sustain himself, his family and other development goals could be achieved by using the money expected from the suit premises, but the Defendant's acts have buried all such goals, hence this suit.

On the other hand, the defendant through the Written Statement of Defence **(W.S.D)** denied all the plaintiff's claims and filed a counter claim, claiming against the plaintiff the sum TZS 1,500,000/= being costs for demolition of the buildings on the allegations that they were built by the plaintiff without having a valid permit, wherefore, the plaintiff prayed for the dismissal of the suit with costs, judgment on counter claim, interest at 21% to the claimed amount from the date of demolition to full execution of the amount claimed in full and any other relief as the Honorable court may deem fit and just to grant.

In this matter, both parties enjoyed legal representation whereby Mr. Aaron Kabunga, learned advocate appeared for the plaintiff while Mr. Mujahidi Kamugisha and Mr. Athumani Msosore, both Solicitors appeared for the defendant.

After completion of all preliminaries, the Final -pretrial conference was conducted on 28/09/2020 before my brother Mtulya J, whereas, at the outset, the counter claim registered by the defendant was withdrawn at the request the defendant through Mr. Mujahidi Kamugisha. From there, the following issues were framed and agreed upon for determination;

- 1. Whether or not the defendant had justification to demolish the buildings/structures at Plot No.9, Block "L" Uganda Road, Hamugembe area, the properties of the plaintiff.*
- 2. Whether or not before the construction and during demolition of the said buildings by the defendant, the plaintiff had a valid building permit from the defendant.*
- 3. To what reliefs the parties are entitled to.*

The hearing of this case commenced on 07/10/2020 in which the plaintiff who is the only witness who testified in prove of his case gave his evidence in chief before Hon. Mtulya, J prior to his transfer to another working station. From there, the matter was re-assigned to me on 05/07/2021 and the hearing proceeded from where my brother ended.

For purposes of brevity and clarity, the following facts are not dispute in this matter. That the plaintiff is a natural person who resides and works for business within Bukoba Rural District. That the defendant is a legal person established under the Local Government (Urban Authorities Act Cap 288 R: E 2002. That, on 24/11/2008, the plaintiff legally purchased the suit land to wit; Plot No.9 Block "L" Uganda Road, Hamugembe Ward within Bukoba Municipality in Kagera Region from the one Mahendra Chaturgir at the tune of **TZS 30,000,000/=** whereas, transfer of Title No. 003024/2 was effected. That, the buildings constructed by the plaintiff in the said Plot were demolished by the defendant. Having seen undisputed facts, it is now

proper to address the issues framed. I would like to start with the **second issue** which was framed as follows;

"Whether or not before the construction and during demolition of the said buildings by the defendant, the plaintiff had a valid building permit from the defendant"

It is a settled principle that he who wants the court to give verdict in his favor on a certain right or liability depending on the existence of certain facts must prove that the same do exist. Thus, the burden of proof lies on that person who alleges. This principle of law is sourced under **section 110 (1) and (2) of the Evidence Act, Cap. 6 R: E 2019** which provides that;

(1) Whoever desires any court to give judgement as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.

(2) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

The standard of proof required in civil suits like the instant case is on the balance of probabilities. See **Berellia Karangirangi versus Asteria Nyalwambwa**, Civil Appeal No.237 of 2017 CAT (Unreported).

In discharging his duty, PW1 testified that before constructing his buildings which were later demolished by the defendant, he applied for the building permit from the defendant, having seen that application which was accompanied with architectural drawings, issued building permit No. BMC/18/05/015 to him. **The building permit No. BMC/18/05/2015**

issued on 2015 and architectural Drawings approved on 8th May 2015 were collectively admitted and marked Exh. P2.

When cross-examined by Mr. Kamugisha, as to whether he wrote a letter to the defendant seeking for the building permit, PW1 responded that his application was not made in writing. When asked who signed Exh.P2, PW1 said he cannot remember the name of the person who signed the same because the name of the officer who signed the same is not indicated but what he knows is that, that Exh.P2 was signed on behalf of the Bukoba Municipal Director. When asked as to who prepared the architectural drawings for him, PW1 said they were prepared by the person known as Mr. Laurian.

In re-examination, PW1 said he trusted the defendant's employees. That the drawings were approved by the defendant's Engineer, and if the Drawings were improper, the permit would have been refused.

On the other hand, DW1 George Geoffrey Kazaura, the former defendant's Engineer told the court that the plaintiff was never granted a building permit in respect of Plot No. 9 Block "L". He added that the plaintiff had no valid building permit, that is why the structures were marked **"BOMOA"** requiring the owner to demolish the buildings or otherwise to consult the authority which marked the buildings for directions but the plaintiff neither consulted the plaintiff nor demolished the buildings, as a result, they were demolished by the plaintiff.

When cross-examined by Mr. Kabunga, DW1 said Exh. P2 is three years building permit accompanied by architectural drawings purporting issued

by defendant. That he cannot confirm with certainty that the same was issued by the defendant, though the defendant is an office and not a person. DW1 added that a valid building permit has to be signed by the Director under his hand, and can never be signed on his behalf, Exh. P2 was wrongly signed. That by that time Mr. Hamza Kambuga was the Acting Municipal Engineer, hence the proper person to tell who inspected the buildings before being demolished, and he has never attended any meeting in relation whether the said buildings should be demolished or not.

When re-examined by M. Msosore, DW1 said, a valid permit must state the law under which it was issued, conditions and consequences if the conditions are not complied with, and that a mere letter cannot be a building permit.

On his side, DW2 Catres Rwegasira, Land and Planning Officer testified that, the Plaintiff had a permit to wit; **Exh. P2** but he failed to comply with the conditions which were set in, as a result, the buildings were demolished.

When cross examined by Mr. Kabunga, he said the premises were owned by the plaintiff and was granted a building permit by the defendant. That the valid permit ought to be signed by the Director under his hand, but where he/she is not available, he can authorize any other officer to sign on his/her behalf. That, the permit was valid, only that the plaintiff did not comply with the conditions set therein. DW2 added that he is the one inspected the buildings and discovered that the permit conditions were not complied with because the edges of River Canon were not built before

commencing construction. **That marked the end of the evidence of both sides in relation to issue No. 2.**

It is now the duty of the court to determine whether as per evidence adduced and the laws applicable, the issue has been answered in positive or otherwise.

Section 29 of the Urban Planning Act No. 8 of 2007 requires anyone who develops land within a planning area, to acquire a planning consent prior to executing the intended development while Regulations 124 of the Local Government (Urban Authorities) (Development Control) Regulations, 2008 requires anyone who intends to erect a building to seek and obtain a building permit and Regulation 139 (1) prescribes the consequences of violating regulation 124. For easy reference, I have reproduced the said provisions/ regulations herein below.

Section 29 (1) of the Urban Planning Act No 8 of 2007 provides

*"Notwithstanding the provisions of any other written law to the contrary, **no person shall develop any land within a planning area without planning consent granted by the planning authority or otherwise than in accordance with planning consent and any conditions specified therein**"*

Under section 2 of the Urban Planning Act, the term planning consent is defined to mean a consent to develop land within a planning area given by the authority empowered to give such consent pursuant the provisions of the Act.

Since the issue of planning consent as per pleadings and the evidence adduced in court, is not a contentious issue, I will not address the issue as to whether planning consent was granted to the plaintiff or otherwise.

Regulation 124 (1) and (2) of the Local Governments (Urban Authorities) (Development Control) Regulations, 2008 provide as follows;

124 (1) ***No person shall erect or begin to erect any building until he has-***

- (a) made an application to the authority upon the form prescribed in the Fourth Schedule to be obtained from the authority,***
- (b) furnished the authority with the drawings and other documents specified in the following regulations, and***
- (c) obtained from the authority a written permit to be called a "building permit"***

124 (2)- ***The permit under sub regulation (1) shall be in the Form prescribed in the Fourth Schedule and shall be signed by the Director under his hand and shall entitle the holder to erect the building in accordance the approved plan and subject to all conditions imposed with these regulations.***

Section 2 of the regulation defines the term "building" as any structure of whatsoever material constructed, and includes billboards and telecommunications towers

Furthermore, Regulation 135 (1) of the Local Governments (Urban Authorities) (Development Control) Regulations, 2008 provides that;

*"Drawings shall be furnished in duplicate and **shall be of a quality approved by the Authority**"*

It is undisputed that regulation 124 and Regulation 135 (1) as stated above uses the term "**shall**" hence, their compliance is mandatory as per section 53 (2) of the Law of Interpretation, Cap 1 R: E 2019 which provides that;

"Where in any written Law, the word "shall" is used conferring a function, such word shall be interpreted to mean that the function so conferred must be performed. "

It is the evidence of the PW1 that the Building permit was issued by the defendant and the architectural drawings were approved by the defendant, hence the same (Exh.P2) were valid documents. However, neither DW1 nor DW2 was certain as to whether the purported building permit was really issued by the defendant, or that the drawings were really approved by the defendant, and neither DW1 nor DW2 was the author of the said documents.

It should be noted that admitting an exhibit during the trial is one thing and assessment of the exhibit to determine its weight or probative value is another thing all together. See the case of **Edward Sijaona Mwinamila versus Abdul Idd Almas Katende**, Land Case Appeal No.59 of 2019 HC -Bukoba Registry (Unreported)

In the matter at hand, I have gone through the purported building permit and the drawings (**Exh. P2**) and discovered the following discrepancies -

One, the purported building was made under the Urban Planning Act No. 8 of 2007, instead of Regulation 124 the Local Governments (Urban Authorities) (Development Control) Regulations, 2008 made under the Local Government (Urban Authorities) Act, Cap 288. **Two**, the same is not in the prescribed form, instead, it is in a form of a normal letter **Three**, it was signed on behalf of the Director instead of being signed by the Director under his hand as required by law.

Four, the person who is alleged to have signed the same on behalf of the Director neither disclosed his/her name nor sealed the same.

Five, the same was dated 08/05/2015 and indicated at the back "Approved/Disapproved "and sealed **"For. Municipal Engineer, Bukoba Municipal Council"** but the alleged Engineer for Municipal Council who is alleged to have approved or disapproved the same neither disclosed his/her name nor signed the purported permit.

Six, the drawings for the **"Proposed shop rooms to be built on Plot No.9 Block "L" Uganda Road drawn by E. Laurian"** were also dated 08/05/215 and indicated at the back **"Approved/Disapproved"** and sealed **"For. Municipal Engineer, Bukoba Municipal Council"** but the alleged Engineer for Municipal Council who is alleged to have approved or disapproved that drawings neither disclosed his/her name nor signed the drawings at the back.

Seven, the two words **Approved and Disapproved** "are co-existing in the documents, making it unclear whether they were approved or disapproved.

Eight, the drawings of **"the proposed retaining proposed wall and reservation of the reserved site"** drawn by **Frank Rute in January 2009** have been checked for purpose of permit by an Architect registered in the Architect and Quantity Surveyors Registration Board (AQSRB) working with Emperor Treasures Company of P. O Box 760 Bukoba. The project name was titled **"PROPOSED COMMERCIAL -RESIDENTIAL BUILDING BE BUILT ON PLOT NO. 9 BLOCK "L" UGANDA ROAD AREA BUKOBA MUNICIPLALITY"**, Job title **Retaining wall"**

But the drawings drawn by E. Laurian in respect of the project name Titled **"PROPOSED SHOP ROOMS TO BE BUILT ON PLOT NO.9 BLOCK "L" UGANDA ROAD"** which is the subject of the matter at hand, were not checked for purpose of permit by an Architect registered in the Architect and Quantity Surveyors Registration Board (AQSRB) as required by law.

Reading Regulation 124 herein above between lines, it is apparent that a valid permit must be in the Form **prescribed in the Fourth Schedule and must be signed by the Director under his hand. The same must be signed by the Director under his own hand.**

It is trite law that a building permit issued by the Township Authority or Town Council or Municipal Council or City Council **must comply with Regulation 124 stated herein above.** In the matter at hand, the purported **building permit** was in violation of the Regulation 124 while the drawings were in violation of Regulation 135 (1) as already stated herein above. Apart from that, it has not been proved to the balance of

probability that the alleged permit was issued by the defendant and that the drawings were approved by the defendant.

In the Written Statement of Defence especially paragraph 6, the defendant denied to have ever issued a **building permit with reference No. BMC/18/05/2015 to the plaintiff, and during defense hearing, neither** DW1 nor DW2 admitted to have been the author of the same nor admitted that the same was issued by the defendant. The plaintiff tendered neither covering letter nor dispatch book to show that the same was delivered to him by the defendant. He did not even call or mention the person who handed over the permit to him or explain the modality in which the same was sent to him. In any rate, the purported permit cannot be left to stand.

Furthermore, since the drawings alleged to have been approved by Bukoba Municipal Council (defendant) bears no name and signature authenticating the approval, and since the two words "Approved/Disapproved" co-existed, it can be said with certainty that they were approved by the defendants. Moreover, the drawings in relation to the project Titled "**PROPOSED SHOP ROOMS TO BE BUILT ON PLOT NO.9 BLOCK "L" UGANDA ROAD**" **do not show to have been checked for purpose of permit by an Architect registered in the Architect and Quantity Surveyors Registration Board (AQSRB) as required by law, they cannot be left to stand.**

Furthermore, the plaintiff did not even go further (if at all he had valid permit) to explain that he complied with Regulation 130 of the Local

Governments (Urban Authorities) (Development Control) Regulations, 2008 which provides that;

"Every person other than a person using designated drawings who intends to erect a building shall, before beginning to erect such building, deliver or send or cause to be delivered or sent to the authority upon the form prescribed in the Fourth Schedule, to be obtained from the authority seven days' notice in writing of the date on which such person shall begin to erect such building"

In the circumstances of this case, subjecting the purported building permit under the interpretation of Regulation 124, and subjecting the drawings under the interpretation of Regulation 135 (1), it is apparent that the same does not qualify to be termed as a **"valid building permit"**, likewise, **the drawings do not qualify to be termed as "Approved drawings"** hence, both a nullity. The 2nd issue therefore is answered in the negative that before and during the demolition, the plaintiff had no valid building permit.

The first issue is ***whether or not the defendant had justification to demolish the buildings/ structures at Plot No.9, Block "L" Uganda Road, Hamugembe area, the properties of the plaintiff.***

PW1 testified that having started construction of his shop rooms, one person by the name of **Charles Kafumu** from Bukoba Municipality arrived and wrote the words **"BOMOA"**. He added that, from there, through advocate Lameck Erasto, he issued the first notice of intention to sue to the plaintiff, dated 13/07/2015 but the defendant made no reply, he issued

the second notice drafted by Mr. Zeddy Ally dated 23/10/2015, but yet the defendant made no response. The two Notices were collectively admitted and marked **Exh. P3**. It is further the evidence of PW1 that defendant had no justification to demolish the buildings. According DW1, the defendant was justified to demolish the buildings because, they were constructed without a valid permit. On his side, DW2 said the buildings were demolished because, the plaintiff violated the building permit which required him to build the edges of Canon River before commencing construction.

As pointed out earlier, Regulation 139 (1) the Local Governments (Urban Authorities) (Development Control) Regulations, 2008 prescribes the consequences of violating regulation 124. The same provides; -

139.-(1) *If any person*

(a) erects or begins to erect any building without obtaining the permit required by these Regulations; or

(b) in the erection of any building contravenes any of the provision of these Regulations; -or

(c) having obtained a permit, constructs the building in part or in whole according to a plan which has not been approved by the authority;

(d) fails to comply with any notice served upon him in pursuance of Sub-regulation (1),

*The Authority **may** in addition to other proceedings that may be taken for a breach of these regulations require, by a written notice, such person to*

demolish and remove such building or any part thereof or to make such alteration in such building as it may prescribe within a time to be specified in the notice.

- (2) The Authority in the notice under sub-regulation (1) or another notice notify such person that if the requirement is not complied with within the time to be specified, **the Authority will itself enter upon the premises and carry out such demolition, removal or alteration; and if such requirement is not complied with the Authority may act in accordance with the terms of such notice.***
- (3) Where the Authority carries, out the demolition, removal or alteration under this regulation, it may recover all costs and expenses incurred by it in that behalf from the person who has failed to comply with such requirement.*
- (4) Without prejudice to the fore going sub-regulation, any person on whom the notice was served **may**, prior to the specified time, apply to the court for the summons calling upon the Authority to show cause why the said notice should not be rescinded or varied, and upon, the hearing of such summons, the court may confirm, rescind or vary the notice and such order as to costs as may deem just*
- (5) On hearing of any such summons, the onus shall lie on the person obtaining the summons to prove that such building was not erected in contravention of these regulations.*

Reading Regulation 139 herein above, it is apparent that the Authority has the powers to demolish and remove any building or any part thereof constructed in contravention of the issued building permit. However, before resorting to demolition and removal, the Authority **may issue** a written notice notifying such person that **if the requirement is not complied with within the time to be specified, the Authority will itself enter upon the premises and carry out such demolition, removal or alteration in accordance with the terms of such notice.**

Equally, the Authority, has powers to demolish and remove any building or part thereof constructed **without a building permit.** However, before resorting to demolition and removal, the Authority **may** issue a written notice requiring such person to demolish and remove such building or any part thereof or to make alteration in accordance with the terms of such notice.

The term used in Regulation 139 is **"may"** and that **connotes that issuing of the notice is not mandatory. Section 53 (1) of the Interpretation Laws Act, Cap. 1 R: E 2019**

"Where in a written law the word "may" is used, in conferring a power, such word shall be interpreted to imply that the power so conferred may be exercised or not, at discretion."

In the matter at hand, there is no evidence tendered in court to the effect that there was any notice issued by the defendant to the plaintiff. The plaintiff's evidence is to the effect that after commencing construction of his shop rooms, the plaintiff's employee by the name of **Charles Kafumu**

arrived and marked the buildings with the word "**BOMOA**". PW1 added that from there, he issued the two notices of intention to sue to the defendant but the defendant made no response. That the demolition of the buildings by the defendant was unlawful. The fact that the buildings were demolished by the defendant was not disputed in the W.S.D. DW1 and DW2 have both admitted that the buildings were demolished, but both said that the defendant did so lawfully. DW2 added that he is the one who advised the defendant to demolish the said buildings.

In my view, though there was no notice, the term "**Bomoa**" was sufficient to show that the plaintiff was required to demolish the said buildings but since the reasons as to why the same have to be demolished were not availed to the plaintiff, it is my considered view that the notice was extremely important because the same would have stated the reasons therein. In my view, had the notice been issued to the plaintiff, probably this case would not have been lodged, because the plaintiff would have demolished the buildings at the earliest stage or would have consulted the Authority for directions.

However, the plaintiff, after noting the "**BOMOA**" in my view, had the duty to approach the Authority politely, instead of writing the Notices of Intention of to sue while it was apparent he had no valid building permit but also knew that the defendant was not legally bound to respond to his notices. In the administration of justice, it is admitted that every case is unique and must be considered and decided on its own merits. In this matter, having considered that the 2nd issue has been answered in the in the negative, meaning the plaintiff had no valid building permit and that

the drawings attached to the purported permit had not been approved by the defendant, this court finds the 1st issue is answered in the affirmative that the defendant had justifications to demolish the buildings at Plot No. 9, Block "L" Uganda Road, Hamugembe area, the properties of the plaintiff.

It is the evidence of PW1 that, apart from the buildings, hard wood valued at Tshs. **800,000/=**, 40 boxes of floor tiles valued at Tshs. **1,150,000/=** and other working tools were destroyed by the defendant. The plaintiff in his evidence neither produced purchase receipts to prove that he ever purchased the said properties nor called the project supervisor or any of his site workers to testify that the said properties were there. The principle of the law is that he who alleges must prove. The court had not been convinced that the plaintiff has proved to balance of probability that apart from the buildings, 40 boxes of floor tiles, hard woods and other working tools were also destroyed.

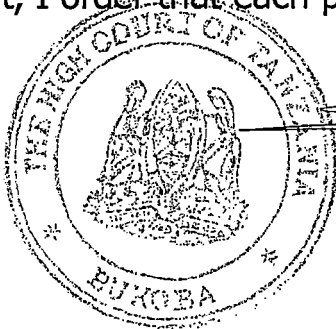
3rd issue, to what reliefs the parties are entitled to.

It is the evidence of the plaintiff that the value of the buildings demolished were **TZS. 59,125,000/=** while that land value is **TZS. 68,500,000/=** and that had it not been the defendant acts, he would have been earning **TZS. 54,000,000/=** per annum from the renting the shop rooms, thus for the period of five years, he deserves compensation at tune of **TZS. 270,000,000/=** That, he has suffered intolerable pains and loss of income following the defendant's actions, including the act of being prosecuted in the court of law in Criminal Case No. 165 of 2015 (**Exh. P4**), thus deserves general damages. PW1 ended his evidence praying for the reliefs as

stipulated in the plaint except that **TZS. 54,000,000/=** be paid per year from the year of the demolition of the shops.

Since this court has found that the plaintiff had no valid permit to construct the demolished buildings, and that the drawings were not approved, and therefore, the defendant had justification to demolish the said buildings, there is no way the plaintiff can benefit from his own wrong since the principle of law that no person should be allowed to benefit from his own wrong is a well-recognized principle in our jurisdiction hence part of our law.

In the final analysis, the plaintiff's suit is devoid of merit. Consequently, it is hereby dismissed. Given to the nature of the case, and the parties to the suit, I order that each party shall bear its own costs.

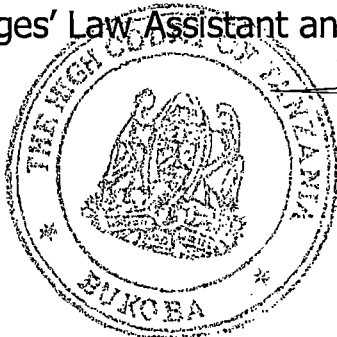


E. L NGIGWANA

JUDGE

06/05/2022

Judgement delivered this 6th day May 2022 in the presence of the plaintiff in person, Advocate Frank Karoli for the Plaintiff, Mr. Athumani Msosore, learned State Attorney/Solicitor for the defendant, Mr. E. M. Kamaleki, Judges' Law Assistant and Tumaini Hamidu, BC.

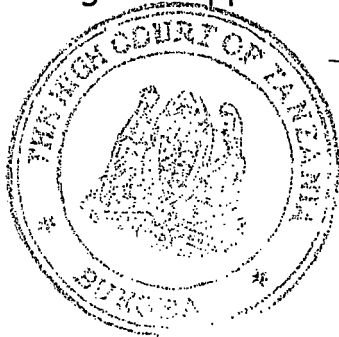


E. L NGIGWANA

JUDGE

06/05/2022

Court: Right of appeal fully explained.




E. L. NGIGWANA

JUDGE

06/05/2022