

THE REPUBLIC OF UGANDA
THE ELECTRICITY DISPUTES TRIBUNAL
COMPLAINT EDT. NO. 11 OF 2014

NAGUJJA MASITULA _____ COMPLAINANT

VERSUS

UMEME LTD _____ RESPONDENT

TRIBUNAL QUORUM: -CHARLES OKOTH-OWOR - CHAIRPERSON
- ANACLET TURyakIRA - VICE CHAIRPERSON
- MOSES KIZZA MUSAAZI - MEMBER

JUDGMENT

The Complainant, Ms. Nagujja Masitula, represented by Mr. Amili Ali Abdullah Karungi (CW1), to whom she gave the Power of Attorney on 15th December 2014, was represented by Counsel Senkumba Ahmed of M/S Senkumba & Company Advocates, while the Respondent, UMEME LTD, an electricity distribution company, was variously represented by Counsel Namusikwe Pricilla, from M/s Shonubi, Musoke & Co. Advocates. The issues for determination were as follows:

1. Whether the Respondent unlawfully disconnected the Complainant's power supply.
2. Whether the corresponding fraud charges were lawfully imposed.
3. Whether the Complainant is entitled to the remedies sought?

The Complainant sought special damages amounting to UGX 50,000,000 (Uganda shillings fifty million) but only listed UGX 31,000,000 caused by the Respondent's action of disconnecting the mains power supply to her premises for a total of five (5) months during the period of October 2013 and about one (1) week in April 2014:

-Special damages of UGX 20,000,000/= (Uganda shillings twenty million) allegedly being gross loss of income from ten (10) rentals that were served through the mains energy meter.

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- Special damages of UGX 1,000,000/= (Uganda shillings one million) allegedly being transport expenses incurred during the pursuance of redress from the Respondent.
- Special damages of UGX 10,000,000/= (Uganda shillings ten million) allegedly being loss of business profits.
- Costs of the suit.
- Punitive damages.
- Interest at commercial rate of 25%.

The Respondent on the other hand submitted that the complaint should be dismissed with costs awarded to the Respondent. The reasons advanced were that the Respondent's action were guided by the *Electricity (Primary Grid Code) Regulations, 2003* and the *Electricity (Quality of Service Code) Regulations, 2003*

The pleadings of the parties show that the Complainant sued the Respondent Company (Umeme Ltd.) for unlawful disconnection. The Complainant in her evidence and submissions claimed that she operated ten (10) rentals at Kibuli 2nd Stage in Kabalagala Area. Umeme Ltd. supplied the ten rentals with mains electricity through one meter, Numbered E7242, and on Account No. 200250124.

She claimed, in her Counsel's written submission, dated 12th August 2016, as follows: (1) That on 18th day of October 2013, the Respondent disconnected her electricity supply and issued a *Disconnection Order* (numbered 962204 and dated 18th October 2013) against her; alleging that seals on her energy meter had been tampered with. She was ordered to pay a "fraud & meter" bill of UGX 1,150,521 [**CE"A" was exhibited to illustrate the aforesaid**].

(2) That she soon afterwards visited the Respondent's offices at Kabalagala and disputed the allegation. But after several visits without success, she lodged a complaint with the Electricity Regulatory Authority (ERA) on 26th November 2013. ERA recommended that the meter be tested and this was carried out on 11th February 2014 at the Respondent's Lugogo Meter Testing Laboratory. The test results were that neither the meter seals had been tampered with nor did the meter have any malfunctioning.[CE "C"].

(3) That subsequently, the meter was reinstalled at the Complainant's site on 13th February 2014. Therefore the disconnection had lasted from 18th October 2013 to 13th February 2014 (nearly five months).

(4) That however, on 4th April 2014, the Respondent again disconnected the power supply alleging that the Complainant had failed to pay an outstanding bill of UGX 1,322,983. However, according to the Complainant, the alleged outstanding bill included a previous fraud charge, which should

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have been cancelled **earlier** as a result of the meter testing which, to the Complainant, exonerated her. This second disconnection lasted from 4th to 11th April 2014 (one week).

As a result of the above power disconnections the Complainant claims to have suffered financial income losses since all her tenants in the ten rentals left. She furthermore claims to have subsequently lost investment plans from the money that would have accrued from the rentals.

The Respondent, on the other hand, claimed that on 18th October 2013, during a site visit by one of their agents, it was found that the meter seals of the energy meter through which the Complainant's five (5) rentals were receiving mains power supply, had been tampered with. The tampering was in a bid to measure less energy than was actually consumed. Accordingly, the meter was taken for testing and when it passed all the tests, the fraud bill was instantaneously reversed and the Complainant's supply restored.

But subsequently, in April 2014, the Complainant's electricity supply was disconnected due to an outstanding bill of UGX 322,693.

The Complainant later made a payment upon which, the Respondent dutifully restored the Complainant's supply.

The Complainant, Masitula Nagujja, whose powers of attorney were vested into Mr. Amili Kalungi Abdullah (**CW1**), testified that the Respondent disconnected the Complainant's power supply for suspecting that the meter seals had been tampered with [**CEXH A; Disconnection Order dated 18th October 2013**]. A fraud charge was also imposed at the time of disconnection.

CW1 further testified that he subsequently visited the Umeme District Office at Kabalagala and strongly denied the allegation but all his efforts were in vain. When this failed, he sought the assistance of the Electricity Regulatory Authority (ERA) and lodged a complaint on 26th November 2016. ERA responded by asking the Respondent to have the meter tested. The meter was tested on 11th February 2014. It passed all the tests [**CEXH C**]; whereby it was confirmed that neither the seals had been tampered with nor its measuring accuracy had been impaired. In the letter dated 19th February 2014 and referenced PRO/162/09/1 [**CEXH B**], ERA wrote to the Complainant recommending the reinstallation of the meter since it had been found without fault. [However the Tribunal noted that by this time the Respondent had already complied with the recommendation and reinstalled the meter on 13th February 2013 [**CEXH D**]].

CW1 continued his testimony by alleging that the Respondent disconnected the supply again for about a week (on 4th April 2014 until 11th April 2014). But this time the disconnection was because of the Complainant's failure to

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pay an allegedly outstanding bill of UGX 1,322,983. CW1 alleged that the outstanding bill included a fraud charge (of UGX 981,289.70) that should not have been imposed in the first place, as the meter was found to be un-tampered with. But some Umeme officials wanted him to pay the full amount prior to reconnection. But after several days of insistence, the Manager cancelled the fraud charge and the Complainant paid the proper outstanding bill (UGX 322,693.73) and the supply was reconnected.

CW1 alleged that as a result of having the mains power disconnected, all the Complainant's tenants left and hence she lost income of UGX 150,000 per month per rental of the 10 rentals. [He produced photocopies of the receipts and claimed that the originals were lost as he travelled home one day as he pursued this case. The Tribunal declined to admit the photocopies as exhibits].

CW1 further alleged that in pursuance of justice to this case, his means of transport were a special hire (taxi) [CEXH F1-12] and was paying a daily amount of UGX 55,000 for the service.

CW1 stated that the resulting effects of the Respondent's actions were: (1) Loss of income from the tenants (2) Loss of capital investment into other businesses since the income from the rentals had been budgeted so. He therefore asked for compensation in that respect.

CW1 was cross-examined (on 2nd September 2014) and stated that (1) He is the one who requested for the meter testing which was done on 11th February 2014. (2) Though the meter was re-installed two days later, on 13th February 2014, it took about a month for actual power supply to be restored since the *solidal* had also been removed (3) At the time of the second disconnection, the Complainant had no outstanding bill. But when pressed further he admitted that there was an outstanding balance, which he cleared and the power was reconnected. (4) He claimed that the taxi hire fee of UGX 55,000 was fixed by agreement with the taxi operator, as a charge for travel within Kampala irrespective of the distance travelled. (5) He confirmed that he was the one collecting rent from the tenants.

Upon re-examination, CW1 (1) Retracted his claim that he requested for the meter testing. He said that his appeal to ERA caused ERA to request for the meter testing. (2) He remembered the date when the meter was re-installed (13th February 2014) but did not remember the actual date of power supply restoration. (3) He insisted that the outstanding bill of about UGX 1.2m was in error. He did not pay this but also did not remember the amount he paid before reconnection. (4) He insisted that the daily taxi charge was fixed, by agreement, as long as he did not travel outside Kampala and he did not. (5) He repeated that he was responsible for rent collection and his

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brother (Suleiman Serugo) would only step in during his absence. However, Serugo was responsible for the issuance of all the receipts.

The Complainant's second witness (CW2), Mr. Sulaiman Serugo, testified as follows: (1) He sometimes stood in for CW1 in order to collect rental fees from the 10 rentals of the Complainant and write and issue receipts to the tenants. (2) The receipts used were not customized but the ordinary ones bought off the streets of Kampala. (3) Each tenant paid UGX 150,000 per month and would be issued with a receipt upon payment. (4) The disconnection of power supply for about 5 months caused some tenants to leave, others to partially pay their rent dues and this caused the Complainant to suffer financial income loss and related dignity.

Under cross-examination, CW2 confirmed that power was disconnected twice; 5 months for the first time and 1-3 weeks for the second time. He also alleged that some rentals were empty for 5 months but others for as short as 3 weeks. He confirmed that his job was only to write receipts and nothing else. He was not aware of any efforts to replace the departing tenants.

The Respondent's first witness (RW1), Mr. Charles Kirinnya, stated that he is an Electrical Technician, working at Umeme's Lugogo Meter Testing Laboratory, employed as a meter-testing technician with 10 years of experience. He confirmed having tested the meter himself and his findings were: (1) The seals were visually intact and there was no basis for suspicion (2) The meter did not show any signs of being tampered with (3) The meter passed all the required electrical tests [CE "C"]. Therefore, he (RW1) stated that the meter having passed all tests, it was recommended for re-installation.

The Respondent's second witness (RW2), Mr. Josiah Ssemanda, stated that he was employed by the Respondent as a Linesman and had about 10 years' experience. His duties included the following: (i) power supply safety (ii) following up customers' payments (iii) meter anomaly appraisal; auditing and replacement.

When examined, RW2 said that on 18th October 2013, while checking out suspicious illegal consumers, they found an underground network of electrical cables supplying to unregistered consumers. As, he and his team were uprooting the cable network; they discovered that the supply was coming from Complainant's place. Upon inspecting the Complainant's meter, they discovered that the meter seals had been tampered with. RW2, as the recorder of the events, disconnected the Complainant's supply and asked her to report to Umeme offices.

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RW2 further alleged that he did not remove the meter immediately after noticing the tampering because the Complainant was absent at the time and Regulations prevent them from removing the meter in the absence of the respective consumer.

When the Complainant reported to Umeme offices, the Manager instructed RW2 to go and take the meter for testing at Lugogo Meter Testing Laboratory. But the Complainant prevented him saying that it was unfair if the same person who disconnected him is the same one taking the meter for testing. Subsequently, the Manager sent another person who took the meter to Lugogo.

Under cross-examination, RW2 affirmed that he was part of the team that inspected the Complainant's site. He confirmed that it was him who disconnected the meter after noticing two anomalies: (i) seals tampering (ii) extra and unsafe power supply to another premise. When asked to explain why on the Disconnection Order [CEXH A] the extra power supply is not mentioned, he alleged that this would only be done after examining the consumer's account. When pressed further if it could not be called "illegal use of energy", he replied that the Complainant was a registered consumer and the main offence was "seals tampering". When asked if he agreed with the meter testing report [CE "C"], he said he agreed with it, but added that it was possible the Complainant could have removed/alterd the evidence before the meter was tested. When asked if he is the one who wrote the figure "1,150,521/= " on the Disconnection Order [CEXH A], he said "No" because the handwriting was not his and it was not his responsibility to do so. This is the responsibility of either the Commercial Officer or the District Manager.

When asked if he was aware that the Complainant's power supply was disconnected on 18th October 2013 and reconnected on 30th January 2014, CW2 said he only knew the disconnection date but not the reconnection date as well.

When pressed further if he was aware of the distress caused to the Complainant and her tenants because of the power disconnection, he said he was not aware. When asked to explain the laid down Procedures, he said that his instructions from the Manager are: In the case of seals tampering, the consumer is disconnected from supply, then the anomaly is rectified and supply is reconnected.

Upon re-examination, RW2 repeated that the time difference between disconnection and reconnection was enough to alter the evidence and more so when the Complainant denied him re-entry to the site. He alleged that metallic seals, similar to those found on the Complainant's meter, had been discontinued because they could easily be tampered with and have since been replaced by plastic ones.

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The Respondent's third witness (RW3), Mr. Edward Buyondo, who was the District Manager of the Kabalagala area during the period June 2011-March 2014, and had worked for Umeme for 11 years and 5 months, stated that the Complainant's power supply was disconnected because of suspected illegality but it was eventually reconnected. He further stated that, around April 2014, the power was disconnected on the second occasion because of outstanding bills.

RW3 was then conducted through the *Customer Information: 200250124 NAGUJJA MASITULA [RE1]*, which he identified as from the database of the Respondent and was indeed data on the Complainant. He agreed that (i) the disconnection date was not indicated (ii) the bill for the Complainant on 11th April 2014 was UGX 322,693.73 (iii) the bill did not contain any other charges; only the consumption (iv) Invoice number 268182248 of 11th April 2014 was a *Bill Reversal* of UGX 981,289.70. This was related to the fraud bill that had been imposed earlier on the Complainant.

When cross-examined, RW3 stated that '*the seals to the meter act like our padlock*'. So when they are broken the Respondent suspects meter tampering. Therefore, because of the suspicion, the action of power disconnection had to be taken. He stated that when an anomaly is discovered (i) A Notice is given to the consumer and a copy is given to the District Manager. (ii) The consumer's supply is disconnected there and then. When asked why the supply was disconnected because of meter tampering without giving the Complainant a chance to explain, he stressed that it is procedural to disconnect power supply immediately. While referring to exhibit **CE"A**", dated 18th October 2013, which states "Pay Fraud & meter", RW3 was asked how much the fraud charge was. He replied that he was not the author of the document and hence could not configure out the fraud bill although the UGX 1,150,521 was inclusive of it. He stated that, as District Manager, he does not and did not impose the fraud bill. The bill was determined and imposed by the officer who discovered the anomaly. He confirmed that the meter was reinstalled on 13th February 2014, after the meter testing, and hence the consumer had no fraud liability from that time, but the charges were removed in April 2014. He explained the time lag is due to Respondent's operational method; whereby a fraud bill is generated at the District level and is imposed immediately, whereas its reversal/removal is done by the Income Manager (whose office is at Kampala Metro Office). The reversal/removal is done after he/she is fully satisfied of the reasons. Therefore, it takes sometime and depends on his/her workload. When asked if the amount just before the Bill reversal was UGX 1,303,983 he said he could not remember when the customer was disconnected for the second time. He stated that at the reconnection, the Complainant paid UGX 170,000 for energy and UGX 11,800 for reconnection. He adamantly said that the second disconnection was due to unpaid bill and this was in order.

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Upon re-examination, RW3 stated the procedure when a meter tampering is suspected: (i) Power supply is disconnected immediately (ii) the meter is removed in the presence of the consumer (iii) the meter is taken to the lab for testing. He further stated that a fraud bill is imposed before the meter is tested if the consumer does not report to District office since a Notice is issued to him/her to report. He further stated that fraud bills are computed and imposed before meter testing and under other circumstances as well. This imposition is necessary so as to curb the rampant power thefts. He confirmed that the Complainant was never made to pay the fraud bill. He clarified that even though the fraud bill appeared on the *Customer Information*, this was not fatal since no payment was effected. He further stated that after the Complainant paid the reconnection fee, the other payments were just the normal consumer bills.

We, the Electricity Disputes Tribunal (EDT), have on our part carefully considered the pleadings, testimonies of and other evidence of the respective parties and also considered their respective written submissions. We believe that there are three issues:

1. Whether the Respondent unlawfully disconnected the Complainant's power supply?
2. Whether the corresponding fraud charges were lawfully imposed?
3. Whether the Complainant is entitled to the remedies sought?

We will consider the first issue; i.e. as to whether the Respondent unlawfully disconnected the Complainant's power supply. It is not in dispute that the Complainant was a customer of the Respondent consuming electricity through an energy meter Number E7242 and Account No.200250124 in the name of Masitula Nagujja. It is also not in dispute that the Respondent disconnected the Complainant's power supply on two occasions and for the respective reasons: (i) the first disconnection was on 18th October 2013 for suspected meter seals tampering. The supply was reconnected on 13th February 2014, which was just under five (5) months of disconnection. (ii) The second disconnection was around the first week of April 2014 allegedly for nonpayment of electricity bills. The disconnection was for about one week and the reconnection was done after the Complainant paid the bills and reconnection fee on 12th April 2014.

Let us deal with the first disconnection: It is indisputable that the meter was taken to the Respondent's Lugogo Meter Testing Laboratory but was found without fault of either seals' tampering or reading accuracy. This is evidenced by the Laboratory Test Results [CE "C"] and the letter from ERA dated 19th February 2014 and referenced PRO/162/09/ [CE "B"]. The letter from ERA implies that the meter was tested as a result of the Complainant's request. The Tribunal has taken into account the Respondent's submission of the procedural requirements when a suspected

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anomaly is suspected and particularly in this case **meter seals tampering**. The Tribunal agrees with the Respondent's acting within the **Electricity (Primary Grid Code) Regulations of 2003** and in particular **Regulation 7.5.1 (d)** which provides that "a consumer shall not tamper or permit tampering with the meter or associated equipment" and **Regulation 7.6.1(c)** which provides that "where a consumer has obtained supply otherwise than permitted by this Code, the Licensee (in this case the Respondent) may take action in accordance with **Part 15.0** to disconnect supply to the consumer's premises". However, in our opinion, the Respondent acted for all intent and purpose on suspicion, which was technically found not to be valid. In all fairness to the Complainant, the Respondent should have taken the fastest action to prove the suspicion by taking the meter for testing as soon as possible. We are not convinced that the Complainant actually barred the Respondent agent (RW2) from removing the meter and for so long (from 18th October 2013 to February 2014) and yet the same Complainant sought assistance from ERA by complaint lodged on 26th November 2013 to cause the meter to be tested. The Respondent's claim that during the long time (almost five months) the meter remained at the Complainant's site the evidence of seals tampering could have been removed, simply confirms that the Respondent was not interested in proving the suspicion. Furthermore, the Respondent's witness RW3 statement that "*the seals to the meter act like our padlock*" confirms that the Respondent trusted their seals as tamperproof. The Tribunal therefore could not stretch its imagination to the possibility of tampering without any evidence. The meter test results showed that the suspicion was false and all witnesses agreed to this evidence. In addition, while the Regulations give the Respondent the opportunity to suspect and act on a suspected anomaly, the anomaly that "**a consumer has obtained supply otherwise than permitted**" must be proved before the disconnection, but in the case of disconnection proof must be obtained as soon as possible".

Let us now deal with the second disconnection: In this case of alleged nonpayment of the bills by the complainant, the Tribunal was provided with only one exhibit [RE1]; *Customer Information: 200250124 NAGUJJA MASITULA*]. The Tribunal would have wished to see the respective *Disconnection Order* from the Respondent. This would have shown the (i) date of disconnection (ii) unpaid bill (iii) any other reasons for disconnection. Nonetheless, RE1 and the testimonies of witnesses from both sides, led us to believe that (i) The Respondent disconnected the power supply to the Complainant due to an outstanding bill which at the least included nonpayment of the energy consumed. Had the Complainant paid any bills during the period of the first reconnection and the second disconnection (13th February – about 4th April 2014), she would have produced the receipts and/or the payment would have been reflected on

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RE1. Secondly, prior to reconnection on 13th February 2014, the Complainant had an outstanding bill. It may have been coincidental that the fraud bill was reversed around the same time as the second reconnection (11th April 2014), but the Tribunal agrees with the Respondent that fraud bill reversal takes more time than fraud bill imposition. However, the Complainant never paid the fraud bill and hence did not suffer any financial distress. The Tribunal was satisfied that the second disconnection was justified and the Respondent acted within the law [as per **Regulation 13.3.1**].

The Tribunal concluded that the Respondent, in respect of the first disconnection, unjustifiably and unlawfully disconnected the Complainant's power supply and later, after an unreasonable delay of time, and through the intervention of ERA, and using her own (Respondent's) test facilities, found that the suspicion of meter tampering was wrong. The unreasonable delay was also contrary to the stipulation of the Electricity Primary Grid Code, which requires an electricity distributor of the like of the Respondent to ensure that the duration of interruptions to the supply of electricity to consumers is held at a minimum. The spirit throughout of the Electricity Primary Grid Code Regulations is that the licensee shall use his best endeavours to restore the consumer's supply as quickly as possible; e.g. 7.2.1; 9.5.2; 15.2.2(b). This spirit is not reflected in the conduct of the Respondent.

However, in respect of the second disconnection, the Tribunal concluded that the Respondent acted within the law since the Complainant had not paid her bills.

Let us now deal with the second issue; whether the corresponding fraud charges were lawfully imposed: The Tribunal was made to believe and accepts that the fraud charge of UGX 981,289.70 is actually an estimate of the cost of energy used illegally. Hence the charge should have had a basis and formulae basing on evidence and facts obtained by the Respondent. Regulation 7.6.1 gives the Respondent the right to charge an estimate of usage. However, the Respondent neither showed that the Complainant actually used power illegally nor provided the basis for the estimate. Therefore, we are of the opinion and belief that the fraud charges were unlawfully imposed.

Let us deal with the other three matters before dealing with the final matter of "Whether the Complainant is entitled to reliefs sought".

The other matters are that:

1. Complainant was illegally supplying power to other consumers using an underground cable network: The testimony of RW2 was neither collaborated by any other witness nor supported by any evidence e.g. photos. The Tribunal has disregarded this evidence.
2. Hired transport receipts [F1- F12]: While the Tribunal agrees that CW1, on behalf of the Complainant, travelled to Umeme offices in

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Kabalagala several times, and delivered his request to ERA offices so as to request for the meter testing as well as going to Lugogo to witness the meter testing, we find it implausible that the Complainant hired a taxi twelve (12) times with a fixed daily rate irrespective of distance within Kampala and road conditions on the alleged respective 12 days. The Tribunal is not convinced of this claim although it agrees that CW1 went to ERA offices more than once, but it is not convinced of the number of times he travelled there.

We will now deal with Issue 3: Whether the Complainant is entitled to the reliefs sought:

The Complainant sought the following reliefs:

- (i) **Special damages** itemized as (a) UGX 20,000,000/= (Uganda shillings twenty million) allegedly being gross loss of income from ten (10) rentals that were served through the mains energy meter. (b) UGX 1,000,000/= (Uganda shillings one million) allegedly being transport expenses incurred during the pursuance of redress from the Respondent. (c) UGX 10,000,000/= (Uganda shillings ten million) allegedly being loss of business profits. In the case of (a) the Complainant does not show how she arrives at the value of UGX 20,000,000. Furthermore, her witnesses were inconsistent in their testimony on how the tenants left; CW1 stated that all of them vacated the rentals immediately power was disconnected while CW2 testified that some left and among those who stayed some partially failed to pay rent. CW1 testified that the number of rentals were 10, but the Complainant's exhibit CE"A" is handwritten "*supplying 5 rentals*" by one of the Respondent's agents. This information was not denied by either CW1 or CW2. The Tribunal was satisfied that the Complainant failed to provide any acceptable evidence of all the three claims as we have discussed. The Tribunal cannot award the Complainant any damages since the law provides that "special damages must be specifically pleaded and proved". These were not provided and any attempt to do so was riddled with inconsistencies.

(ii) **General damages:** It is undisputable that the Complainant was denied mains power supply for close to 5 months when her power was first disconnected (18th October 2013- 13th February 2014). We know that "Damages is a compensation in money terms through a process of law for a loss or injury sustained by the plaintiff at the instance of the defendant". We believe that some tenants may have left due to a prolonged absence of mains power and hence the Complainant suffered income loss. Furthermore, the Complainant herself suffered the inconvenience and extra cost of using alternative energy sources. We therefore award general damages of UGX 4,500,000.

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(iii) **Aggravated damages:** These damages reflect the exception harm done to the plaintiff by reason of the defendant's actions /omissions. The prolonged period of nearly five months when the Complainant was without power was uncalled for. The Electricity Primary Grid Code Regulations requires that the licensee shall use its best endeavours to restore the consumer's supply as quickly as possible. But the Respondent failed to do so. We therefore award UGX 1,000,000 as aggravated damages.

(iv) **Cost of the suit:** We believe that had the Respondent acted in the spirit of restoring the Complainant's supply as quickly as possible, the matter would never have been taken to ERA or brought to the Tribunal. The Respondent is therefore to meet the cost of the suit.

(v) **Punitive damages:** We believe that there was no malice aforethought by the Respondent's agents but action of omission and/or negligence of duty. We therefore decline to award any punitive damages.

(vi) **Interest** at commercial rate of 24% per annum from the date of this judgment in full on (ii) and (iii) above.

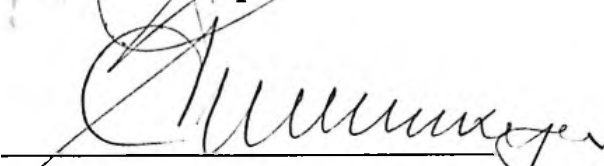
We order:

Dated at Kampala this 17th day of March 2017





Chairperson



Vice Chairperson

Muscazi

Member