THE REPUBLIC OF UGANDA

IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

CIVIL APPEAL NO. 60 OF 2014

NATIONAL UNION OF CLERICAL EMPLOYEES.....APPELLANT

VERSUS

COFFEE MARKETING BOARD .....RESPONDENT

(Appeal from the Ruling and Orders of the High Court at Kampala before His Lordship Justice Benjamin Kabiito dated the 26th day of 2012 in Miscellaneous Cause No. 0074 of 2006)

CORAM:

HON. MR. JUSTICE KENNETH KAKURU, JA

HON. MR. JUSTICE GEOFFREY KIRYABWIRE, JA

HON. MR. JUSTICE CHRISTOPHER MADRAMA, JA

JUDGMENT OF THE HON. MR. JUSTICE GEOFFREY KIRYABWIRE, JA

INTRODUCTION

This Appeal arises from the Ruling of Justice Benjamin Kabiito in which he issued an Order Certiorari quashing decision of the Industrial Court delivered on the 3rd December, 2004 in Industrial Court Cause No 2992 Part III (herein after referred to as the "impugned Decision"). He also issued an Order of Prohibition so that the said Decision could not be enforced.

BACKGROUND

The facts of this appeal arise from a dispute involving the payment of a retrenchment package to workers of the Coffee Marketing Board Ltd (in Liquidation) (herein after referred to as the "Respondent" which was heard at the Industrial Court. The resultant award of the Industrial Court was then the subject of judicial review in Misc. Appl. No 066 of 1996 before Hon Justice J. H. Ntabgoba (Principal Judge as he then was) who quashed and remitted the said Award back to the Industrial Court to follow the correct basis for awarding the retrenchment workers package. The industrial Court in a fresh Award ruled that the Appellants "be paid their severance pay as provided for under Clause 18 and other related clauses using the formula laid down in the Union Agreement". The Industrial Court further directed that the Liquidator of the Respondent does involve the Auditor General's department in verifying the correctness of the formula and the calculations presented to court..." This verification was done and a figure of Ug Shs. 1,344,178,537/= was found to be payable. The Respondent then filed another application for judicial review at the High Court (Misc. Appl. No 074 of 2006) seeking the same orders as had previously be given in Misc. Appl. No 066 of 1996. The High Court once again quashed the Award and issued an Order of Prohibition stopping its enforcement. However there was no order remitting the Award back to the Industrial Court with clear directives for further assessment hence this Appeal.

GROUNDS OF APPEAL

The following are the grounds of Appeal in this matter:

1. The learned Judge misdirected himself and erred in law and in fact when he quashed the decision of the Industrial Court and ordered prohibition of its implementation without remitting the case back to the Tribunal with clear instructions to hear the case again and follow the correct basis of awarding the retrenchment workers package?
2. The learned Judge erred in law and in fact when he found that the Application before the Industrial Court was res judicata in so far as the matter before the Industrial Court was merely to implement the directive of the High Court remitting the case back to it to follow the correct basis for calculating the entitlements?
3. The learned Judge erred in law and in fact when he failed to find that the matter before him was res judicata in so far as it sought for a judicial review on substantially the same matter which had been for judicial review before the same court?
4. The learned Judge erred in law and in fact in overruling the Preliminary Objection that the alleged misinterpretation of the High Court Ruling in Misc. Appl. No 066 of 1996 should have been dealt with by way of appeal rather than a fresh application for judicial review?
5. The learned Judge erred in law and in fact when he ruled that, "the use of the phrase "to apply other clauses" has the same effect of opening up the claim...", and thereby *res judicata* contravened the doctrine.
6. The learned Judge misdirected himself in law and in fact when he came to the conclusion that, after court rendering its finding that clause 18 on Severance and Redundancy/Retrenchment ought to have been employed rather than clause 24 (d), the did not mean the Industrial Court could

apply any other relevant clause as "the correct basis of awarding the retrenchment workers package".

ISSUES FOR DETERMINATION

The following issues from the grounds were then formulated by the parties for determination by this Court:

1. Whether or not the matter before the learned Judge by way of Judicial Review was res judicata?
2. Whether the learned Judge was right to grant the relief of certiorari and prohibition without remitting the case back for further consideration by the Industrial Court?
3. Whether or not the learned Judge was right in overruling the Preliminary Objection that the alleged misinterpretation of the High Court Ruling in Misc. Appl. No 066 of 1996 should have been dealt with by way of Appeal rather than a fresh application for judicial review?
4. Whether or not the learned Judge correctly interpreted the phrase "to apply other clauses"?
5. The remedies available?

The parties herein were directed (18th March 2020) to file written submissions and or adopt their respective conferencing notes. Only the Respondent filed written submissions. However no written submission were filed as directed by the parties, Court proceeded to determine the Appeal on the basis of the conferencing notes of the parties.

DUTY OF THE COURT

This is a first Appeal and this court is charged with the duty of reappraising the evidence and drawing inferences of fact as provided for under rule 30(1) (a) of the Judicature (Court of Appeal Rules) Directions SI 13-10. This court also has the duty to caution itself that it has not seen the witnesses who gave testimony first hand. On the basis of its evaluation this court must decide whether to support the decision of the High Court or not as illustrated in **Pandya vs. R [1957]** EA 336 **and Kifamunte Henry vs. Uganda** Supreme Court criminal appeal No.10 of 1997.

Issue No 1: Whether or not the learned Judge was right in finding the matter was res judicata before the Industrial Court when it acted on the directive of the High Court on remittance?

and

Issue No. 2: Whether or not the matter before the learned Judge by way of Judicial Review was res judicata?

I shall address issues one and two together since the cover the same point of law namely, *res judicata*. The Appellants one the one hand argue that the trial Judge was wrong to find that the proceedings in the Industrial Court on the order of remitting from the High Court in Misc. Appl. No 066 of 1996 was *res judicata* yet that is what the Court had ordered. On the other hand, the Appellant argue that it was the subsequent matter of judicial review before the trial Judge that was *res judicata.*

Submissions of the Appellant

On the issue of *res judicata,* counsel for the Appellant submitted that the said principle of law does not apply to remitted hearings at the Industrial Court as the trial Court found. He argued that this was because the Industrial Court was only exercising jurisdiction given to it by the Ruling in High Court in Misc. Appl. No 066 of 1996 by Hon Justice J. Ntabgoba and therefore its effect cannot have been the reopening the case. He submitted that it was on this basis that the Industrial Court referred the remitted matter to Office of the Auditor General to carry out the calculation for awarding the retrenched workers' package.

On the other hand, counsel argued that it was the matter handled by the trial Judge on review in MA 74 of 2006 that was *res judicata* because the same grounds had been decided upon in Misc. Appl. No 066 of 1996. Therefore the matter on review before the trial court actually involved the same parties as in this appeal and the said matter had been directly and substantially in issue before another Judge who had disposed of the dispute.

In this regard counsel referred us to Section 7 of the **Civil Procedure Act** which provides for *res judicata*. He also referred us to the cases of **Kamunye V Pioneer Assurance Ltd** [1977] EA 263 and **Ponsiano Semakula V Susane Magala & others** 1993 KALR for the proposition that once a matter in issue has already been put before the same court in earlier proceedings and involved the same parties, then that matter is *res judicata*.

Counsel further referred us to the decision of **Maniraguha Gashumba V Sam Nkundiye** C. A. No. 23 of 2005 where the court held that *res judicata* is a plea of jurisdiction which bars any court from trying a suit or even an issue that is *res judicata*. Counsel submitted that the ruling in Misc. Appl. No 066 of 1996

exhaustively dealt with and granted the same orders that were in the trial court now on appeal to this Court. The only difference was that whereas Justice Ntabgoba remitted the case back to the Industrial Court to follow the correct basis for awarding the retrenchment package, in this matter the trial Court gave no final orders; which had the effect of nullifying the decision of the earlier court whereas the matter was *res judicata*.

He argued that in substance the decision considered by the trial Judge was not that of the Industrial Court, because the Industrial Court was simply implementing the earlier decision of Hon Justice Ntabgoba in Misc. Appl. No 066 of 1996. Counsel submitted that Justice Ntabgoba had found that there had been a misinterpretation of clauses 18, 19, and 24 (d) of the Union Agreement and accordingly remitted the case back to the Industrial Court to follow the correct basis for calculating the retirement benefits.

It followed that the trial Judge could not review the decision the decision of Justice Ntabgoba by way of another judicial review and then quash it. The actions of the trial court therefore were an illegality which had been brought to the attention of this court and therefore cannot be ignored.

Counsel then prayed to find issue number one in the affirmative and issue number two in the negative.

Submissions of counsel for the Respondent

Counsel for the Respondent submitted that the matter before the trial Court was not *res judicata*. He argued that the trial Judge was correct in finding that the Industrial Court erred in addressing issues that had already been considered in the Industrial Court hearing after having being previously remitted form the High

Court and which issues were therefore were *res judicata.* He however conceded that the parties to the Industrial Court dispute number 01 of 1992 which resulted in the two applications for review in the High Court were the same.

Counsel however took the position that at the Industrial Court, a consent agreement had been reached by the parties and the only outstanding issue was payments to be made under clauses 18 and 24 (d) of the Union Agreement. He therefore argued that the only way the consent position could be set aside was on proof of fraud or collusion on the part of one of the parties; for which there was no evidence.

Counsel further argued that the Appellants were estopped by record to deny what their counsel had agreed to at the Industrial Court over eighteen years earlier, which was that the only outstanding issues related to clauses 18 and 24 (d) of the Union Agreement. He also argued that the Appellants were also estopped under Section 114 of the Evidence Act which provides:

"When one person has, by his or her declaration, act or omission, intentionally caused or permitted another person to believe a thing to be true and to act upon that belief, neither he or she nor his or her representative shall be allowed, in any suit or proceeding between himself or herself and that person or his or her representative, to deny the truth of that thing..."

Court's findings

I have considered the submissions of both opposing counsel and the legal authorities relied upon for which I am grateful.

The contention here is which of the proceedings, namely the remitted proceedings before the Industrial Court or the Review proceeding from which this Appeal arises is Res Judicata. In other words which of the of the two proceedings lacked jurisdiction. This is the essential question that the parties have framed on appeal.

Section 7 of the Civil Procedure Act provides for the law relating to Res Judicata and reads

"...No court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a court competent to try the subsequent suit or the suit in which the issue has been subsequently raised, and has been heard and finally decided by that court.

Explanation 1.—The expression "former suit" shall denote a suit which has been decided prior to the suit in question whether or not it was instituted prior to it.

Explanation 2.—For the purposes of this section, the competence of a court shall be determined irrespective of any provision as to right of appeal from the decision of that court.

Explanation 3.—The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.

Explanation 4.—Any matter which might and ought to have been made a ground of defence or attack in the former suit shall be deemed to have been a matter directly and substantially in issue in that suit..."

Explanation 5.—Any relief claimed in a suit, which is not expressly granted by the decree, shall, for the purposes of this section, be deemed to have been refused.

Explanation 6.—Where persons litigate bona fide in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in that right shall, for the purposes of this section, be deemed to claim under the persons so litigating..."

Counsel for the Appellant correctly referred to the case law on Res Judicata.

The first point is that in the case of **Maniraguha Gashumba** (Supra) it was held that res judicata is a plea as to jurisdiction and bars any court form trying a suit or even an issue that is res judicata.

In the case of **Pioneer Assurance Ltd** (supra) Sheridan J (as he then was) explained the test to be applied in the case of res judicata and held

"The test whether or not a suit is barred by res judicata seems to me to be –is the plaintiff in the second suit trying to bring before the court in another was and in the form of a new cause of action, a transaction which he has already put before a court of competent jurisdiction in earlier proceedings and which has been adjudicated upon. If so, the plea of res judicata applies not only to points upon which the first court actually required to adjudicate but to every point which properly belonged to the subject of litigation and which parties, exercising reasonable diligence, might have brought forward at the time. The subject matter in the subsequent suit must be covered by the previous suit, for res judicata to apply"

Furthermore in the case of **Ponsiano Semakula** (Supra) the Supreme Court explained the approach that should be taken to establish whether a matter is *res judicata* and held:

"The court before which the issue of res judicata is raised must peruse the judgment of the court in the first suit and ascertain that the judgment exhaustively dealt with the issues raised in that case and if possible the court should peruse the whole court record so that it gets the opportunity to appraise itself of all matters raised in the earlier suit in order to decide whether the plea of res judicata succeeds or not."

In this matter it has been argued that the judgment of the Industrial Court was in part a consent judgment. It is debatable whether a consent judgment can lead to the invoking of the principle of *res judicata*; because the court does not write its findings on the issues but rather the parties enter in to a compromise. A corollary argument can be made of a default judgment. In the House of Lord's case of:

NEW BRUNSWICK RAILWAY COMPANY v BRITISH AND FRENCH TRUST CORPORATION LIMITED 5 LDAB 166 Lord Maugham L.C. in his speech held:

"...My Lords, as to this I am unable to agree with the Court of Appeal. Whether a judgment by default can ever be relied upon as res *judicata, and, if it can, whether the judgment alone is to be regarded, or whether the whole record of the proceedings may be looked at, are questions upon which I do not find it necessary to express any opinion. For, assuming both those questions to be answered in favour of the respondents to this appeal, I am unable to discover anything in the judgment or in the record of the proceedings in the former action that can estop the appellants from now litigating the question of the amount of interest payable under the 992 bonds sued upon in the present action..."*

Lord Maugham went on to find:

"...If in an action the question of the construction of a particular document has been in substance decided, each party to the action is estopped from subsequently litigating the same question of construction of that particular document. But he is not estopped from subsequently litigating the question of construction of another document, even though the second one be in substantially identical words. For the documents are two distinct documents, and the questions of their construction are two distinct questions..."

It would appear to me that the same arguments can be made of a consent Judgment in that, a party would be estopped from litigating the same question of construction of another document. The question therefore before us is more of one relating to estoppel by record rather than *res judicata*. The effect of the two principles in a matter like this in reality may not be that different.

This is dispute has been long and protracted. It now the duty of this court to peruse the earlier decisions of the court in the first suit and ascertain that the Judgment exhaustively dealt with the issues raised in that case and further if possible, this court should peruse the whole court record of the courts so that this Court gets the opportunity to appraise itself of all matters raised in the said suits in order to decide whether the plea of res judicata can succeed or not.

I find it necessary to put the facts into some chronological order in order to re-evaluate them. The parties hereto were in Industrial Court Trade Dispute No 01 of 1992 Part I directed by the Industrial Court to reach an agreement on the severance pay still outstanding. It was during the hearing in Industrial Court Trade Dispute No 01 of 1992 Part II dated 31st August 1995 that the Court gave an award under Article 24 (d). The root of the dispute coming to the High Court was the decision in Part II of the case which unfortunately is not part of the record of appeal. One however can discern from the Ruling of Justice J. Ntabgoba in Misc. Application No. 66 of 1996 for orders of certiorari and prohibition against the decision in Trade Dispute No. 01 of 1992, that there was disagreement on how payments to the laid off workers of the Respondent, should be calculated. Justice J. Ntabgoba found that the Industrial Court has misunderstood the nature of separation/termination that had occurred to some of the employees of the Respondent Board and held (page 76 of the record overleaf):

"... I should restate that the case of the retrenched employees of the Board is a case of redundancy not of temporary lay –off as the Industrial court seems to have thought..."

The learned Judge further found that:

"...it is that the Industrial court erred in considering that the retrenched staff of Coffee Marketing Board were not declared redundant, and that therefore their terminal were not subject to the clause on severance which is clause 18. I agree with Mr. Masembe Kanyerezi, learned counsel for the applicant that it was that vital misinterpretation that led to the Court's employment of clause 24 (d) to determine the severance benefits of the retrenched employees..."

The Learned Judge then concluded and made the following orders:

"...I agree the misinterpretation of clauses 18, 19, and 24 (d) made by the Industrial Court on the 31.8.95 was an error of law on the face of the record of its award. Such erroneous decision of the Court which should be quashed. I hereby quash it with costs and order as follows:-

(a) That the case be remitted to the Industrial Court to follow the correct basis of awarding the retrenched worker's package.

(b) That the Court's award of 31.8.95 be not enforced..."

On remittal to the Industrial Court, the current Respondents (also respondents at the Industrial Court) raised two objections of which one is important to this Appeal. That objection as I understand it (page 51 of the Record overleaf) was that the new statement of claim in remitted matter before the Industrial Court

"...was totally res judicata as the issues raised therein were fully argued tried and finally determined under claim No 1 of 1992 between the same parties..."

For the Respondent at the Industrial Court it was argued that the High Court had quashed the previous award and so the claim had to be started afresh from start to finish and this could not amount to *res judicata*. The Industrial Court found that the remitted matter did not amount to *res judicata*. The Industrial Court further found:

"...it is part II of Trade Dispute No. 1 of 1992 that made the basis of Misc civil applications No. 66/90 and it is the ruling from the said application which forms the basis for this court to revisit relevant sections and make correct awards different from what was given under section 24 (d) of the Agreement.

The objection that the matter before us is res judicata, stands over ruled and court will now proceed to hear both counsel's submissions on the relevant sections for the assessments of the correct award due to the claimants without going into the other issues afresh..."

In Industrial Court Trade Dispute No 01 of 1992 Part III dated 3rd December, 2004 the Court addressed itself to Clause 18 of the Union agreement and found (pages 70-71 of the Record of Appeal):

"...The view of court is that Justice Ntabgoba remitted back the matter to the Industrial Court to apply other clauses of the union agreement other than clause 23 (d) which was wrongly applied. In this regard the High Court was of the view that some payments was still due to the retrenched workers but the correct basis had to be applied instead of clause 24 (d). Court now has to establish whether clause 18 was applied correctly and executively (sic) at any one time by the parties. From the Ruling of Justice Ntabgoba it is clear that clause 18 was not considered as applicable by court in part II and instead clause 24 (d) was used to give the award to the retrenched workers..."

The Court continued to find:

"...Clause 18 (d) states – quote "payment of severance pay will be based upon individual employee's wages / salary current at the time such redundancy notice is given assessed from the date of an employee's commencement in service with the Board..."

The Industrial Court further found:

"... The word wages under Clause 18 (d) puts into play other clauses of the agreement which describes types of allowances payable in addition to basic pay. This simply means that the correct basis of awarding the retrenching workers is to give each of them gross pay which includes basic pay plus allowances..."

The Court then made the following award:

"...

(a) That the 264 retrenched workers of the Respondent be paid their severance pay as provided for under clause 18 and other related clauses using the formula laid down in the union agreement.

(b) That the figure established for each retrenched employee be reduced by the amount partly paid at the time of retrenchment.

(c) That the liquidator of the Respondent do involve the Auditor General's department in verifying the correctness of the formula and the calculations presented to court by claimants found in annexture marked "X" showing the

list of employees of the respondent who were retrenched in 1991 and were not fully paid their terminal and service benefits.

(d) Costs of this Trade Dispute awarded to the claimants..."

The Respondent then as Applicant filed an application in the High Court as Misc Cause No 74 of 2006 for certiorari to quash the above award and Prohibition to prohibit anyone from enforcing it. In this further application to the High Court, Hon. Justice Benjamin Kabiito (as he then was) held that there were manifest errors on the face of the record of the Industrial Court Trade Dispute No 01 of 1992 Part III of the 3rd December 2004 (page 28 overleaf Record of Appeal). He found the errors in two respects.

First the use of the phrase *"to apply other clauses"* had the effect of opening up the claim. The trial Judge then found that use of the phrase *"other clauses of the Union Agreement"* was an error of law and contravened the doctrine of Res Judicata. Secondly, the use of the phrase "... *the High Court was of the view that some payments was still due to the retrenched workers"* was wrong erroneous because *"...The Court could not and did not make any finding of fact or purport to substitute its own views for those of the Industrial Court, as it would have done in an appellate capacity in respect to the statement that there was payment still due to the retrenched workers..."* The trial Judge then quashed decision of the Industrial Court Cause No. 2992 part III and further issued a an order of prohibition so that the said decision could not be enforced.

It is important to mention from the onset that the applications before Justice Ntabgoba and Justice Kabiito were both for Judicial Review (involving prerogative orders for certiorari and prohibition). Both applications were filed by the present Respondent.

Commissioner of Land v Kunste Hotel Ltd [1995-1998] 1 EA (CAK), Court held that:

"Judicial review is concerned not with the private rights or the merits of the decision being challenged but with the decision making process. Its purpose is to ensure that an individual is given fair treatment by an authority to which he is being subjected."

Further in Judicial review is not an appeal and its jurisdiction is exercised in a supervisory manner not to vindicate rights but to ensure that public power is exercised in accordance with the basic standards of legality, fairness and rationality (see my earlier decision of **Comtel Integrators Africa Limited V National Social Security Fund** MA 15 of 2009). These are the issues which a court of judicial review is concerned with. The trial Court was therefore correct when it found that judicial review was not an appeal but then with the greatest of respect it then drift into the merits in trying to establish *res judicata*. The Ruling of Justice Ntabgoba in MA 66 of 1996 found an error on the face of the record of the Award of the Industrial Court Trade Dispute No 01 of 1992 Part II and then quashed the Award and remitted it back to the Industrial Court *"...to follow the correct basis of awarding the retrenched workers' package..."*

To my mind, Justice Ntabgoba made the original Award of the Industrial Court a nullity and so it had to start afresh and use the correct process and law in making the award. There is nothing in the wording of the Ruling of MA 66 of 1996 to suggest a partial quash of the original award and or limiting what the Industrial Court should address its mind to. Once again I find confusion and mix up in the

arguments of counsel for the Appellant. Whereas I agree with him that, by reason of the Ruling in MA 66 of 1996 the Industrial Court cannot be accused of re-opening the case (which I understand to mean a re-hearing), I on the other hand cannot agree with his further argument that the matter handled by the trial Judge on review in MA No. 74 of 2006 was *res judicata* because the same grounds were decided upon in Misc. Appl. No 066 of 1996. The application in MA No. 74 of 2006 to my mind went to the decision making process applied by the Industrial Court in Trade Dispute No 01 of 1992 Part III dated 3rd December, 2004 which was a fresh hearing.

The same mix up can be seen in the arguments of counsel for the Respondent when he submitted that the trial Judge was correct in finding that the Industrial Court erred in addressing issues that had already been considered in the Industrial Court hearing Part II after having being previously remitted from the High Court and which issues were therefore were *res judicata.* This is a flawed argument because the Award and the proceedings in Trade Dispute No 01 of 1992 Part II had been quashed and nothing remained of them.

I shall now also address the other argument of counsel for the Respondent that, a consent agreement had been reached by the parties and the only outstanding issue was payments under clauses 18 and 24 (d) of the Union Agreement. He therefore argued that the only way the consent position could be set aside was on proof of fraud or collusion on the part of one of the parties; for which there was no evidence. I have perused the entire Record of Appeal in this matter and I am unable to find a document with the alleged consent agreement. If the said document exists then I am unable to establish the terms therein save for what has

been submitted from the Bar. How then can one be expected to establish any form of estoppel by record as submitted to by counsel for the Respondent? You cannot. In any even if the said consent agreement was part of the proceedings in Trade Dispute No 01 of 1992 Part II, then those proceedings had been quashed and were no more.

What is becoming evidently clear to me, is that the proceedings in the trial court were being conducted more in the fashion of an Appeal than a matter for judicial review. If the Respondents were unhappy with the Award in Industrial Court Trade Dispute No 01 of 1992 Part III dated 3rd December, 2004 then it should have been appealed it. What instead happened was an attempt by the Respondent at a short cut to find a remedy by way of judicial review which is limited application.

Finally based on the principles elaborated above on res judicata, I answer issue No. 1 in the Negative.

I also answer issue No. 2 in the negative.

Issue No. 3: Whether or not the learned Judge was right in overruling the Preliminary Objection that the alleged misinterpretation of the High Court Ruling in Misc. Appl. No 066 of 1996 should have been dealt with by way of appeal rather than a fresh application for judicial review?

In resolving the first two issues I have dealt with this issue. For brevity I need not repeat myself on it.

I answer this issue in the affirmative.

Issue No. 4: Whether or not the learned Judge correctly interpreted the phrase "to apply other clauses"?

This issue in substance is a direct repetition of the arguments in issues number 1 and 2. Having found as I have in issues 1 and 2; I see no value in answering this issue.

Final Result

I allow the Appeal and reinstate the Award in Industrial Court Trade Dispute No 01 of 1992 Part III dated 3rd December, 2004.

As to costs I award them to the Appellant.

Dated at Kampala this 18th day of July 2020

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HON. MR. JUSTICE GEOFFREY KIRYABWIRE, JA

THE REPUBLIC OF UGANDA
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COFFEE MARKETING BOARD..... RESPONDENT

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CORAM: **HON. MR. JUSTICE KENNETH KAKURU, JA**

HON. MR. JUSTICE GEOFFREY KIRYABWIRE, JA

HON. MR. JUSTICE CHRISTOPHER MADRAMA, JA

JUDGMENT OF JUSTICE KENNETH KAKURU, JA

I have had the benefit of reading in draft the Judgment of my learned brother Kiryabwire, JA.

I agree with him that this appeal ought to succeed for the reasons he has ably set out in his Judgment. I also agree with the orders he has proposed.

As Madrama, JA also agrees it is so ordered.

Dated at **Kampala** this 13th day of July 2020.

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Kenneth Kakuru
JUSTICE OF APPEAL

THE REPUBLIC OF UGANDA,

IN THE COURT OF APPEAL OF UGANDA AT KAMPALA

CIVIL APPEAL NO 60 OF 2014

(CORAM: KAKURU, KIRYABWIRE, MADRAMA JJA)

NATIONAL UNION OF CLERICAL EMPLOYEES} .....APPELLANT

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JUDGMENT OF CHRISTOPHER MADRAMA IZAMA, JA

I have also had the benefit of reading in draft the judgment of my learned brother Kiryabwire, JA and I agree with him that the appeal should be allowed and the Award of the Industrial Court in Industrial Trade Dispute No. 01 of 1992 Part III dated 3rd December, 2004 be reinstated for the reasons he has set in his judgment.

In the premises, I concur with judgment and have nothing useful to add.

Dated at Kampala the 13th day of July 2020

Christopher Madrama Izama

Justice of Appeal