



damages and the other monetized figures can be atoned in special damages if the Applicant won the main suit. I am therefore not satisfied that the Applicant can not be atoned.

4. Given the nature of its size, revenue collections and being a local government entity, I am satisfied that the Respondent has the capacity to pay any amount of loss or damages this court may award to the Applicant in the main suit.
5. Moreover given the nature of its size, revenue collections and being a local government entity, I am satisfied that the Respondent has capacity to pay any amount of loss or damages this court may award to the Applicant if the main suit ended in its favour.
6. On a balance of convenience, at this stage, the Applicant's contract expired in April 2019, this court is reluctant to extend an expired underlying contract. It also appears at this stage that the Applicant and the Respondent relationship of service has been constrained and as a result, sustaining the Applicant on an expired contract may not yield satisfactory delivery or supervision of the service procured. In these circumstances to ensure efficient service delivery, I am reluctant to allow the injunction application on a balance of convenience.
7. Based on all the above, the injunction application is denied. To avoid acrimony between the parties, each party shall bear its own costs.

I so order.

Lydia Mugambe  
Judge  
30<sup>th</sup> April 2019