THE REPUBLIC OF UGANDA

IN THE CHIEF MAGISTRATE'S COURT OF PALLISA

HOLDEN AT PALLISA

LAND SUIT NO. 09 OF 2022

1. IKIROR FLORENCE
2. AKELLO MARGRET (Suing through her lawful attorney OLUPOT SIMON)
3. OTULE JUVENTINO (Suing through his lawful attorney OKELLO JOSEPH)

:: PLAINTIFFS

VERSUS

1. OBUGE SIMON
2. OGALALA YOWERI

:: DEFENDANTS

BEFORE: HIS WORSHIP KYEMBE KARIM, MAGISTRATE

JUDGMENT

Introduction

[1] This suit was instituted by the Plaintiffs against the Defendants seeking: (a) a declaration that the Plaintiffs are the rightful/lawful proprietors of the suit land and property measuring approximately six (6) acres situate at Kalemen-Orukota village, Chelekura Sub-county, Pallisa District ("the suit land"); (b) a declaration that the sale agreement between the Defendants purporting to sell part of the suit land is void; (c) an order for vacant possession against the Defendants; (d) a permanent injunction restraining the Defendants from entering and/or trespassing

upon the suit land; (e) general damages for trespass; (f) interest; and (g) costs of the suit.

Background

[2] The Plaintiffs' case as originally pleaded (Plaint filed 27th May 2022) was that the suit land, measuring six acres, was inherited from their late father, Odeke Elifasi, who died in 1989 leaving three acres, and their late paternal uncle Osujje, who died in 1999 without issue leaving a further three acres which devolved upon the Plaintiffs and their brother, Otule Juventino. It was pleaded that the land was thereafter shared equally among the beneficiaries at two acres each, and that the Plaintiffs and their family remained in undisturbed possession until 2021, when the Defendants began trespassing on the land, culminating in the present suit.

[3] The Plaint was amended on 13th March 2024 to add Otule Juventino as the 3rd Plaintiff, suing through his lawful attorney **Okello Joseph** pursuant to a registered power of attorney dated 6th March 2024, and to have the 2nd Plaintiff, Akello Margret, sue through her lawful attorney **Olupot Simon** under a power of attorney of the same date. The Amended Plaint recast the inheritance narrative in a material respect: it is there pleaded that the entire six acres originally belonged to Odeke Elifasi, that upon his death Osujje inherited it "as his heir" and combined it with land already his own, and that Osujje in turn left Otule Juventino as his heir — a single consolidated holding passing through one line of succession, rather than the two separate three-acre parcels traced to two separate original owners as pleaded in the original Plaint. I return to this shift below.

[4] The Defendants filed a Joint Written Statement of Defence on 12th July 2022, through M/S Okiror Ourum & Co. Advocates, denying the Plaintiffs' claim and

pleading that the 1st Defendant purchased three acres from one Osujje s/o Ebeli in 1984 for a consideration of seven goats and UGX 25,000, and a further three acres from one **Opolot Cosmas** in 1986 for one cow and UGX 5,000 — **Opolot Cosmas** having, on the Defendants' account, earlier purchased that portion from the Plaintiffs' late father, Odeke Erifasi, in 1983. It is pleaded that both purchase agreements were destroyed when the 1st Defendant's home was burnt during an insurgency and cattle-rustling that swept the area between 1987 and 1990, forcing him to flee to Pallisa Town until 1991, after which he resumed use of the land undisturbed. On 14th February 2012, the 1st Defendant is said to have sold one acre of the land to the 2nd Defendant for UGX 3,250,000, an agreement reduced into writing in the Ateso language with a certified English translation (Annexures "A" and "B"). The Defendants further plead that in 2016 the Plaintiffs, together with members of the Chelekura Sub-county LC III Committee, entered the Defendants' land in their absence and purported to pass a decision in the Plaintiffs' favour (Annexure "C"), against which the Defendants lodged a Notice of Appeal (Civil Appeal No. 001 of 2016) and a letter of complaint to the Chief Magistrate, Pallisa, asserting that the record of proceedings was never availed to them and that the LC III later denied the case had ever existed before it. The Defendants plead that they instituted Civil Suit No. 003 of 2017 against the 3rd Plaintiff and his sons, which was dismissed by this Court for lack of evidence, and that numerous cross-reports of criminal trespass, malicious damage, threatening violence and assault have since been exchanged between the parties, most resulting in acquittals or dismissals favourable to the Defendants. An Amended Joint Written Statement of Defence responding to the Amended Plaint and to the addition of the 3rd Plaintiff was filed on 30th January 2025, and refiled on 3rd February 2025, through M/S Wamimbi Jude Advocates, substantially repeating the same defence.

Representation and course of proceedings

[5] The Plaintiffs were represented throughout by Counsel Nangulu Barnabas of M/S Nangulu & Mugoda Advocates. The Defendants were initially represented by M/S Okiror Ourum & Co. Advocates and, following a change of instructions, by M/S Wamimbi Jude Advocates (Counsel Ivan Kyaga and Counsel Victoria Alum). The suit went through several scheduling sessions and adjournments, including a period during which the parties explored mediation, which was ultimately reported to have failed, before the hearing of the merits proceeded before this Court. No formal scheduling memorandum recording agreed and disputed facts was filed; each party instead framed its own issues independently in the course of closing submissions. Under Order 15 rules 1(5) and 5 of the Civil Procedure Rules, this Court is empowered to frame, amend, or strike out issues as will most conveniently and expediently dispose of the real questions in controversy. I accordingly reframe the issues canvassed by counsel into the two set out below, which in my view capture the substance of what falls to be decided. The Plaintiffs called five witnesses: **Ikiror Florence** (**PW1**), **Opolot Cosmas** (**PW2**), **Stanley Okoli** (**PW3**), **Olupot Simon** (**PW4**, attorney of the 2nd Plaintiff) and **Okello Joseph** (**PW5**, attorney of, and son to, the 3rd Plaintiff). The Defendants called four witnesses: **Obuge Simon** (**DW1**), **Ogalala Yoweri** (**DW2**), **Ochan Paul** (**DW3**) and **Asire John** (**DW4**). The Court visited the locus in quo on 31st October 2025 in the presence of both parties and their counsel. Both parties thereafter filed written submissions.

Issues for determination

(i) Who are the rightful owners of the suit land?

(ii) What remedies, if any, are available to the parties?

Burden and standard of proof

[6] It is trite that in civil proceedings the burden of proof lies on the party who asserts the existence of a fact, and that this burden must be discharged on a balance of probabilities: sections 101 to 103 of the Evidence Act, Cap. 8; ***Wangala Philip v. Steel & Tube Industries Ltd, HCCS No. 212 of 2018***. Once a plaintiff adduces evidence sufficient to establish his claim, an evidential burden shifts to the defendant to rebut it, though the legal burden remains throughout on the plaintiff. Ownership of unregistered or customary land may be established by evidence of possession and user; proof of customary tenure requires, at the least, evidence of physical or manual control, occupation, or acts of possession — including cultivation, grazing, or the digging of wells — on parts of the land sufficient to found title to the whole: ***Marko Matovu & 2 Others v. Mohamed Sseviiri & 2 Others, S.C. Civil Appeal No. 7 of 1978; [1979] HCB 174***. A party asserting an interest in land must additionally show that he holds an interest capable of protection: ***Boyes v. Gathure [1969] EA 385***. It is equally settled that strict proof does not always require documentary evidence; properly tested oral testimony is good evidence of a fact in issue: ***Haji Asuman Mutekanga v. Equator Growers (U) Ltd, S.C. Civil Appeal No. 7 of 1995***. Section 58 of the Evidence Act, which would ordinarily require the contents of a document to be proved by the document itself, admits of exceptions, including where a court is satisfied as to the document's loss or destruction in the circumstances pleaded.

Summary of the Plaintiffs' evidence

[7] **PW1**, **Ikiror Florence**, 64, a cultivator of Akwamor village, testified that the suit land originally belonged to her grandfather Ebeli, and that upon his death it passed to his two sons, Odeke Elifasi and Osujje, at three acres each; that her father Odeke Elifasi died in 1989 leaving three children — herself, the 2nd Plaintiff Akello Margret, and the 3rd Plaintiff Otule Juventino — who inherited his portion;

that Osujje died in 1999 without children and his portion likewise passed to the Plaintiffs; that the land was never formally partitioned in writing, but each beneficiary has occupied and cultivated identifiable portions bounded to the north by Opesen Levi and Chedekol, to the south by the 1st Defendant, and to the west by Okuni Musa; that Otule Juventino, who she said is not of sound mind, remains on part of the land; and that the family enjoyed undisturbed possession until 2012, when the 1st Defendant entered and began laying claim. On cross-examination, **PW1** conceded that there is no document recording the distribution of the suit land among the beneficiaries, and it was put to her, without satisfactory explanation, that her own witness statement referred to an allocation of two acres whereas her oral account and the pleaded case speak of the land as a whole of six acres. She maintained, nonetheless, that the family remains in possession, and denied that the 3rd Plaintiff has ever sold any part of the inherited land.

[8] **PW2**, **Opolot Cosmas**, 75, a neighbour to the lower three-acre portion, testified that he was born in the area and was present when the suit land was handed to the Plaintiffs following the deaths of Odeke Elifasi (1989) and Osujje (1999); that the land has always belonged to the Plaintiffs' father and uncle and has never been sold to anyone by the family; and that the 1st Defendant only entered the land in 2012, of which he informed the Plaintiffs. He conceded he holds no documentary evidence of the 1989/1999 handovers, and his account of exactly how much land was given to **PW1** was not wholly consistent. He was firm, however — including when confronted again at the locus in quo — in denying that he ever sold any land to the 1st Defendant, a denial of particular significance given that the 1st Defendant's claim to three of the six acres rests specifically on an alleged 1986 purchase from **PW2**.

[9] **PW3**, **Stanley Okoli**, 52, a peasant farmer, testified that he was born on land neighbouring the suit land, that he was present in 1999 when the 3rd Plaintiff was installed by the Idudi-Pokor clan as heir to the late Osujje and the land distributed among the Plaintiffs, and that the Plaintiffs have remained in possession, cultivating sorghum, millet and groundnuts on the land. He conceded he holds no documentary evidence of either the installation or the distribution, though he maintained a record existed in a clan book which he had not personally produced. He confirmed that the Defendants' earlier suit against the 3rd Plaintiff, Civil Suit No. 003 of 2017, was dismissed by this Court for lack of evidence.

[10] **PW4**, **Olupot Simon**, the registered attorney of the 2nd Plaintiff, produced the power of attorney and the 2nd Plaintiff's witness statement, both admitted on the court record; his evidence corroborated **PW1**'s account of the family's inheritance and occupation.

[11] **PW5**, **Okello Joseph**, the registered attorney of, and a son to, the 3rd Plaintiff, produced a power of attorney and the 3rd Plaintiff's witness statement. He denied that the 3rd Plaintiff has ever been in possession of, or dealt in, land belonging to the Defendants, and denied any knowledge of the 1984/1986 transactions the Defendants rely on. He was extensively cross-examined on a 2007 agreement by which he himself sold "two gardens" to one Okuni Musa; he maintained that this was land he had personally inherited through his father's line, distinct from and unconnected to the suit land, that the document does not name the Plaintiffs as sellers, and that it was he, not the Plaintiffs, who dealt with that separate parcel. He confirmed that his late father is buried on the suit land, and that criminal trespass reports were lodged against the Defendants in respect of the suit land.

Summary of the Defendants' evidence

[12] **DW1**, **Obuge Simon**, 65, a peasant farmer of Orukuta village, testified that he is the owner of the suit land, having purchased three acres from one Osujje in 1984 and a further three acres from **Opolot Cosmas** (**PW2**) in 1986, and that he has cultivated the land since. He conceded, however, that he holds no agreement or other documentary evidence of either purchase, attributing the loss of both documents to the insurgency pleaded at paragraph 4 above, and he called no witness to either transaction. He further conceded, materially, that he is "not in possession of the land today," attributing this to what he described as a frivolous criminal case against him. The Court notes that portions of **DW1**'s own witness statement (paragraphs 8 and 9) were struck out and amended in the course of the hearing on the basis that the facts pleaded there had changed since 2021, a circumstance that does **DW1**'s reliability as a witness no favours. **DW1** confirmed that in 2012 he sold one acre to the 2nd Defendant for UGX 3,250,000, an agreement reduced into writing and later translated (DEX1).

[13] **DW2**, **Ogalala Yoweri**, 37, testified that he purchased one acre from **DW1** in 2012, put it to use, and remained in possession until 2021 when a dispute arose. Significantly, **DW2** conceded on cross-examination that disputes between himself and the Plaintiffs in fact predated 2021, arising as early as 2016 when he was summoned by police and advised to file a civil suit — a direct contradiction of **DW1**'s evidence that no dispute existed between the parties before 2021, and indeed of **DW1**'s own Written Statement of Defence, which itself pleads that the Defendants were summarily ejected from the land by local council authorities in 2016.

[14] **DW3**, **Ochan Paul**, 39, a nephew of **DW1** through his mother, testified that he found **DW1** using the suit land and understood it to be his uncle's. On cross-examination, however, he stated that it was in fact land inherited by Otule

Juventino and his sisters that had been sold, and that the seller in that transaction was **Okello Joseph** (**PW5**) — not the Defendants' claimed vendors, Osujje and **Opolot Cosmas** — with the Plaintiffs merely witnesses to it. This evidence, far from supporting a direct 1984/1986 purchase by **DW1** from Osujje and **Opolot Cosmas**, in fact corroborates the Plaintiffs' account that any land dealt with by **Okello Joseph** was separate land belonging to Otule Juventino's line, handled independently of the suit land now claimed by the Defendants.

[15] **DW4**, **Asire John**, 60, testified that the suit land belongs to **DW1**, whom he said he has known on the land since infancy, and tendered a sale agreement which he said he witnessed. On cross-examination, he conceded he was not present at either the 1984 or the 1986 purchase he speaks to, and it emerged that the agreement he tendered does not name the Plaintiffs as sellers at all, but rather **Okello Joseph** — the same 2007 transaction referred to by **PW5** and **DW3**, and again, on its face, unconnected to the suit land or to any dealing by the Plaintiffs.

The locus in quo

[16] The Court visited the locus in quo on 31st October 2025, guided by the principle that a view of the locus in quo is to check the evidence already given and, where necessary and possible, to have it ocularly demonstrated in the same way a court examines a plan, map or exhibited object; a court must exercise great care not to constitute itself a witness, and neither a view nor personal observation may be substituted for evidence: ***Mukasa v. Uganda [1964] EA 698, 700***. Ocular observation by the court in its judicial capacity is itself recognised as a species of evidence: section 2 of the Evidence Act, Cap. 8. Where, as here, the boundaries and physical features of a disputed parcel can be ascertained on the ground by natural or artificial markers, defined routes, and long, undisputed occupation, that suffices for the proper identification of the land in question:

Holmes v. Bellingham (1859) 144 ER 843. At the locus, the Plaintiffs demonstrated boundaries consistent with their pleaded and testified account and showed the Court cassava, green peas, millet and sweet potatoes growing on both the upper and lower portions of the suit land, together with a homestead first constructed in 2022 and since expanded. The 1st Defendant was unable to point to any current cultivation of his own on the land and gave an inconsistent account of the length of a period he claimed to have spent in custody. **Opolot Cosmas** (**PW2**), confronted again at the locus, repeated his denial of ever having sold any land to the 1st Defendant. These observations are broadly consistent with, and lend further weight to, the viva voce evidence of sustained and visible possession led by the Plaintiffs, and correspondingly undermine the Defendants' claim to current or recent use of the suit land.

Resolution of Issue 1: Who are the rightful owners of the suit land?

[17] Before weighing the competing accounts of ownership, I address a preliminary point touching on the Plaintiffs' standing. The 2nd and 3rd Plaintiffs sue through registered attorneys rather than in person, the 3rd Plaintiff, Otule Juventino, being additionally described in the evidence as not of sound mind, and no letters of administration to the estate of either Odeke Elifasi or Osujje were produced. This does not defeat the claim. Lineal descendants of a deceased person, including grandchildren, hold a beneficial interest in the deceased's estate: section 2(ma) of the Succession (Amendment) Act, 2022. A beneficiary holding such an interest may sue to protect it notwithstanding the absence of letters of administration, since that beneficiary's rights to land and to developments on it do not depend on the grant of such letters: ***Israel Kabwa v. Martin Banoba Musiga, Civil Appeal No. 52 of 1995*** (Tsekooko, J.S.C.). The Plaintiffs, as children and grandchildren respectively of the persons from whom the suit land

is said to have devolved, hold a beneficial interest sufficient to found this action, and I find no difficulty with their standing to sue as constituted.

[18] Turning to the merits, both parties trace their claim to the suit land through inheritance or purchase said to have occurred close to four decades ago, and neither side has produced contemporaneous documentary proof of the original transaction on which its claim ultimately rests — the Plaintiffs of the 1989/1999 intergenerational handovers, the Defendants of the 1984/1986 purchases. The absence of documentary proof is not, without more, fatal to either side for the reasons already given. The question is which account, tested against the whole of the evidence, is the more probable.

[19] I have weighed carefully the internal inconsistencies on both sides. On the Plaintiffs' side, there is a genuine and unexplained shift between the original Plaint, which pleaded two distinct three-acre parcels from two distinct original owners, and the Amended Plaint, which pleads a single consolidated six-acre holding passing through one line of succession; **PW1**'s own account of the quantum given to each beneficiary did not entirely match her witness statement; and no witness on the Plaintiffs' side could produce any document recording the distribution. Had the Plaintiffs' case rested on their own testimony alone, I would have hesitated before finding in their favour.

[20] However, the Plaintiffs' account is substantially corroborated by two witnesses independent of the family, **PW2** and **PW3**, who were consistent that the Plaintiffs' late father and uncle held and passed on the land. Most tellingly, **PW2** firmly and repeatedly denied — in his testimony-in-chief, on cross-examination, and again when confronted at the locus in quo — ever having sold any land to the 1st Defendant. This is of particular weight because **PW2** is precisely the person from whom **DW1** claims to have purchased three of the six acres in 1986; had that

purchase genuinely occurred, one would expect **PW2**, an apparently independent witness with no evident stake in denying it, to confirm rather than repeatedly deny it. The Defendants, by contrast, called no witness who was actually present at either the 1984 or the 1986 purchase: **DW3** and **DW4** both conceded they were not present, and **DW1** himself produced neither agreement nor any corroborating witness.

[21] Where, as here, the question turns on which witness to believe over another, regard must be had to the general circumstances of the case and to the manner and conduct of the witnesses before, during, and after the events in question, including their demeanour at trial: ***D.R. Pandya v. R. (1957) EA 336 at 338***. Measured against that standard, **DW1**'s account does not hold together. He conceded under cross-examination that he is "not in possession of the land today," a concession that sits uneasily with a claim of continuous, uninterrupted use since 1984; portions of his own witness statement had to be struck out and amended mid-hearing because the facts pleaded no longer held true; and he denied under cross-examination that any dispute existed between the parties before 2021, a denial contradicted both by his own co-defendant, **DW2**, and by the Defendants' own Written Statement of Defence, which pleads that the Defendants were ejected from the land by local council authorities as far back as 2016. A witness who contradicts his own pleadings on so central a fact invites real doubt as to the reliability of the rest of his account.

[22] I do not find **DW1**'s explanation for the absence of both purchase agreements persuasive, even allowing for the insurgency and cattle-rustling the Defendants plead for the years 1987 to 1990. Counsel for the Defendants additionally invited the Court to take judicial notice, under section 56(1)(j) of the Evidence Act, of insurgency in the relevant period, relying on ***Oyet Bosco & Anor v. Abwola***

Vincent, HCCA No. 068 of 2016. That authority, however, concerned judicial notice of the decline of Lord's Resistance Army activity from the middle of 2004 through 2011 — an entirely different conflict, in a different sub-region, well over a decade after the period the Defendants themselves plead. It affords no support for **DW1**'s account of events he places in the late 1980s in Pallisa, and I decline to extend it to that period on the strength of counsel's submission alone. In any event, an insurgency occurring between 1987 and 1990 does not explain the complete absence of any witness — as opposed to any document — to either the 1984 or the 1986 transaction itself.

[23] Finally, **DW3**'s and **DW4**'s evidence, on close examination, does not assist the Defendants: **DW3** conceded it was the 3rd Plaintiff's own land that was sold, by **Okello Joseph**, with the Plaintiffs as mere witnesses, and **DW4**'s own tendered exhibit names **Okello Joseph**, not the Plaintiffs, as seller. Both pieces of evidence corroborate the Plaintiffs' case that this was a separate transaction over separate land, conducted by **Okello Joseph** in his own right, rather than evidence that the Plaintiffs sold away the suit land.

[24] The observations made at the locus in quo — established cultivation and a homestead on the Plaintiffs' side, and an inability on the 1st Defendant's part to demonstrate any current use of his own — further tip the balance of probabilities in the Plaintiffs' favour. The Court has weighed the evidence as a whole rather than in isolated fragments: ***Oketh Okale v. Republic [1965] EA 555***.

[25] I have also considered the 2016 proceedings of the Chelekura LC III Committee, tendered as Annexure "C" to the original Written Statement of Defence, in which the Plaintiffs were found to be the rightful occupants of the suit land. Given the Defendants' unrebutted evidence that they were never properly summoned to that hearing, and the irregularity surrounding their subsequent

attempted appeal, I decline to treat that decision as binding or determinative of this suit. I have noted it only as part of the broader factual matrix; it is consistent with, but not decisive of, the conclusion I reach independently on the whole of the sworn evidence and the locus observations.

[26] On the totality of the evidence, and notwithstanding the genuine weaknesses I have identified in the Plaintiffs' own account, I find that the Plaintiffs have discharged the burden resting on them and have proved, on a balance of probabilities, that they are the lawful owners of the suit land measuring approximately six acres at Kalemen-Orukota village, Chelekura Sub-county, Pallisa District. Issue 1 is answered in the Plaintiffs' favour.

[27] I record, for completeness, that the Plaintiffs' written submissions refer at one point to "the suit land measuring 4 acres" in the prayers on remedy. This appears to be a drafting slip: the Plaint, the Amended Plaint, every witness on both sides, and the locus proceedings are all consistent that the land in dispute measures approximately six acres, and it is on that footing that this suit was pleaded, tried and viewed. I proceed on the six-acre figure that was actually litigated.

[28] It follows from the foregoing that the sale agreement of 14th February 2012, by which the 1st Defendant purported to sell one acre of the suit land to the 2nd Defendant, must be declared void as against the Plaintiffs. A vendor can convey no better title than he himself holds; and while a purchaser under a contract of sale acquires an equitable interest upon conclusion of the contract, that interest can rise no higher than the interest the vendor was capable of passing: ***Katarikawe v. Katwiremu [1977] HCB 211***. Having found that the 1st Defendant held no lawful title to any part of the suit land, he had none to pass to the 2nd Defendant, whatever the latter's good faith.

[29] It follows equally that the Defendants are trespassers on the suit land. Trespass to land consists in the unlawful entry upon, or interference with, land in the possession of another, whether by direct entry, remaining upon the land, or placing or projecting any object upon it: ***Salmond and Heuston on the Law of Torts, 19th ed. (London: Sweet & Maxwell, 1987) at 46***. Both Defendants asserted and acted upon a claim of right over land to which, on the findings above, neither held title — the 1st Defendant by his purported 1984/1986 entry and 2012 sale, and the 2nd Defendant by his occupation pursuant to that void sale — and both are shown by the record to have been party to cross-reports of criminal trespass exchanged with the Plaintiffs since at least 2016.

[30] I have also considered, and reject, the Defendants' pleaded objection that the suit discloses no cause of action and is frivolous, vexatious, and an abuse of process; that objection was not argued as a preliminary point of law at any stage of the trial and is, in any event, answered by the findings above. Similarly, the Defendants' plea that no notice of intention to sue was served does not avail them: no statutory provision was cited, nor am I aware of any, that makes such notice a precondition to a private land suit of this nature between individuals, as distinct from a suit against Government or a statutory body.

Resolution of Issue 2: What remedies are available to the parties?

[31] Having found that the Plaintiffs are the rightful owners of the suit land, that the sale agreement of 14th February 2012 is void as against them, and that the Defendants are trespassers, I turn to the remedies available.

(a) A declaration is issued that the Plaintiffs are the rightful and lawful owners of the suit land and property measuring approximately six (6) acres situate at Kalemen-Orukota village, Chelekura Sub-county, Pallisa District.

(b) A declaration is issued that the sale agreement dated 14th February 2012 between the 1st and 2nd Defendants is void as against the Plaintiffs to the extent that it purports to convey any part of the suit land.

(c) As to vacant possession: the evidence, including the observations made at the locus in quo, establishes that the Plaintiffs are presently in possession of the whole of the suit land, the 1st Defendant himself having conceded that he is not in possession today. There being nothing from which the Defendants require to be evicted, no order for vacant possession is necessary or made.

(d) A permanent injunction is issued restraining the Defendants, their agents, servants, and any person claiming under them, from entering upon, cultivating, constructing on, selling, or otherwise interfering with the suit land.

(e) As to general damages: the power to award damages is exercised through a judicious estimation of the loss actually shown to have been suffered, the underlying principle being restitutio in integrum — that the injured party be restored, so far as money can do it, to the position he would have been in had the wrong not occurred: ***Dr. Denis Lwamafa v. Attorney General, HCCS No. 79 of 1983 [1992] 1 KALR 21***. Damages are compensatory and not punitive, and are not to be awarded as a windfall untethered to proved loss: ***Lydia Mugambe v. Kayita James & Another, HCCS No. 339 of 2020***. While the Plaintiffs pleaded loss of income, inconvenience, and psychological trauma, they led no evidence from which any such loss could be judicially estimated, whether as to its extent or its duration, and the circumstances of their original dispossession and subsequent return to the land are too scant on this record to found a reasoned figure. The Plaintiffs having, moreover, been restored to possession of the suit land since 2016, I decline to award general damages.

(f) Costs of the suit are awarded to the Plaintiffs, to be borne by the Defendants jointly and severally.

It is so ordered.

Dated, signed and delivered at Pallisa this 21st day of September, 2026.



KYEMBE KARIM

MAGISTRATE

Right of appeal explained.