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THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA HOLDEN AT GULU

MISCELLANEOUS CAUSE NO. 03 OF 2023

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ODIDA CHARLES.....APPLICANT

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VERSUS

- 1. OMayA PATRICK**
- 2. CAROLINE OKWERA**
- 3. OWEKA MICHAEL**
- 4. MAKEBA JENNIFER**
- 5. APOTO CHRISTINE**
- 6. ATEMO NIXON KOMAKECH.....RESPONDENTS**

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BEFORE: HON. MR. JUSTICE GEORGE OKELLO

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RULING

Introduction

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By the present cause, the Applicant filed a Petition under section 33 of the Judicature Act Cap 13; section 98 of the Civil Procedure Act Cap.71; and Order 52 rules 1 and 3 of the Civil Procedure Rules S.I 71-1, seeking to challenge the outcome of a Market Leadership election in which the 1st Respondent was declared Chairperson of Gulu main Market Vendors Association, and the Applicant a first runner-up. The 5th Respondent is one of the new executives of the Market, whereas the 2nd, 3rd and 4th

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5 Respondents served the preceding term that ran from 2019 to 2022 and
have not been re-elected to office. The 6th Respondent was the Returning
Officer of the impugned election. He is neither a member nor an Executive
of Gulu Main Market Vendors Association. The current term of office runs
from 2023 to 2026. The 1st Respondent has since assumed office, having
10 been sworn on 14th March, 2023 by the Chief Magistrate of Gulu. The
Election was conducted pursuant to the constitution of Gulu main Market
Vendors Association. The constitution was made by the members on 24th
September, 2016. A copy was lodged with the Uganda Registration
Services Bureau on 16th September, 2019, and also lodged with the
15 Community Based Services Department, Gulu, on or about 23rd
September, 2019. The Constitution indicates the Applicant, and the 1st
and 2nd Respondents are some of the members of the Market Vendors
Association. The Constitution was however amended on 10th January,
2023, during an Emergency General Assembly Meeting, to allow for
20 removal of term limit of office bearers.

Before the election could be conducted, some members of the Association
who were apparently unhappy with the delayed conduct of the election at
the expiry of the old term, in December, 2022, threatened a demonstration
25 if Gulu City Clerk did not intervene in the affairs of the Market vendors,
and cause the 1st Respondent to call for the General Assembly and hold
the election. The threats attracted the attention of the Resident City

5 Commissioner who called a meeting of delegates, during which the
members presented their complaints. Subsequently, a Delegates
Conference was organized to agree on the election of leaders for different
market sectors. The election was a success. The elected sector leaders were
then called for another delegates meeting to come up with the roadmap
10 and guidelines for the election of the Central Executive Committee of the
Main Market Vendors Association. The Applicant was nominated on 31st
January, 2023, and subsequently appointed his polling agents. The 1st
Respondent was also duly nominated, and as well-appointed his agents.
The election was held on 3rd February, 2023 through secret ballot. The
15 election was overseen by the City Clerk which was constituted by
agreement of the members, as the Electoral body. The Applicant returned
504 votes while the 1st Respondent returned 764 votes. The 1st Respondent
was declared duly elected Chairman of Gulu Main Market Vendors
Association on 3rd February, 2023 by the Chairperson Electoral
20 Commission, an official of Gulu City Council. He was sworn into office by
the Chief Magistrate of Gulu Chief Magistrates Court on 14th March, 2023.

Being aggrieved and dissatisfied with the results, the Applicant lodged the
present motion on 9th March, 2023, supported by several affidavits sworn
25 by himself and his agents. He made several prayers, which I set out below;

- a) The elections of all the newly elected office bearers for Gulu Main
Market Vendors Association be declared null and void.

- 5 b) The 1st Respondent be restrained from proceeding to swear in as the
 Chairperson of the Association.
- c) The Association be ordered to conduct fresh elections in accordance
 with the Constitution of the Association.
- d) The Association be directed to validate the voters' register and
10 remove persons who are already dead.
- e) The purported amendment of the Constitution of the Association be
 declared null and void.
- f) Members of the City Council be restrained from interfering into the
 election affairs of Gulu Main Market Vendors Association.
- 15 g) Costs of this application be provided for.

Grounds

There are eight grounds of the Application but in summary, the Applicant
avers that the election was conducted in a manner that was contrary to
20 the constitution of the Association; that, the Respondents as the elected
 executives are occupying office illegally; that, the 6th Respondent presided
 over the election as a returning officer yet he was not elected by members
 at the General Assembly to perform that role; that, non-members of the
 Association voted on the invitation of the 1st Respondent; that, the
25 Respondents did not resign from office prior to the election; that, the
 agents of the 1st Respondent issued ballots to voters, contrary to the

5 principles of free and fair election; and that, security team of Gulu main
Market chased away voters of the Applicant.

Opposition

10 The Application was resisted. All the Respondents except the 6th, filed
affidavits in opposition. Their witnesses also swore affidavits. The
Respondents deny the allegations, contending that, the election was held
in accordance with the constitution of the Association. They pray the
Application be dismissed with costs.

15 Legal representation

Learned Counsel Mr. Julius Ojok appeared for the Applicant while learned
counsel Mr. Doii Patrick represented the 1st to 5th Respondents. The 6th
Respondent did not appear and was unrepresented. There was no proof of
due service on him either. Learned counsel filed written submissions.

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Issues

Learned Counsel for the Applicant framed three issues, which the
Respondents' counsel adopted. During the hearing, court asked the parties
to address the issue of jurisdiction of court to entertain the Application.
25 Having considered the pleadings and the address for the parties, the
following issues arise;

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1. Whether the court has jurisdiction to hear petition challenging election of executives of Gulu main Market Vendors Association? And If so,

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2. Whether the procedure adopted by the petitioner/ Applicant is proper?

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3. Whether or not the election of the 1st and 5th Respondents as Executives of Gulu Main Market Vendors Association was conducted contrary to the constitution of the Association, Laws of Uganda, and the principles governing free and fair election?

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4. Whether if issue 1 is answered in the affirmative, what is the effect of non-compliance on the election of the Executives of Gulu Main Market Vendors Association?

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5. Whether the Applicant has a cause of action against the 2nd, 3rd, 4th and the 6th Respondents?

6. What remedies are available to the parties?

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5 **Resolution**

Issue 1: jurisdiction of court to hear the Application.

Jurisdiction is the power of court to hear and entertain an action or
10 proceedings. It is the extent of the authority of Court to administer justice
not only with reference to the subject matter of the suit but also the local
or pecuniary limits of its jurisdiction. See: **Mukasa Vs. Muwanga, HCMA
No. 31 of 1994; Sir Dinshah Fardunji Mulla, The Code of Civil
Procedure, Vol. 1, 17th Edn, Lexis Nexis, 409.**

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Jurisdiction of Court is not a matter of inference but of law and must be
prescribed by law. Proceedings of a Court without jurisdiction are a nullity
as no court can confer jurisdiction upon itself. Lack of jurisdiction goes far
beyond any “error, omission, or irregularity” nor can it be regarded as a
20 mere technicality.

See: **Desai Vs. Warsama (1967) EA 351; Kagwa Michael Vs. Apire
John, High Court Misc. Application No. 01 of 2023.**

25 It is not disputed that the High Court, subject to the provision of the
Constitution, have unlimited original jurisdiction in all matters. See Article
139 (1) of the Constitution of Uganda, 1995. There are however three

5 provisions of the Constitution which article 139 (1) is subject to. The first
is the category which vests original jurisdiction in a court other than the
High Court. Example is article 137 (1) which vests original jurisdiction to
determine any question as to the interpretation of the Constitution in the
Court of Appeal sitting as the Constitutional Court. Another example is
10 Article 104(1) which gives the Supreme Court the exclusive jurisdiction to
challenge the election of the President. See: **Habre International Co. Ltd
Vs. Ebrahim Alarackia Kassam & others, Civil Appeal No. 04 of 1999
(per Mulenga, JSC) (RIP).**

15 Under Article 152 (3) of the Constitution, the High Court can not exercise
original jurisdiction in tax matters, as such matters are only entertainable
by the Tax Appeals Tribunals, which is a forum of first instance in tax
matters, with the High Court only exercising appellate jurisdiction. See:
**Uganda Revenue Authority Vs. Rabbo Enterprises (U) Ltd & Mt. Elgon
20 Hardware Ltd, Civil Appeal No.12 of 2004 (SCU) (per Prof. Lillian
Tibatemwa Ekirikubinza, JSC).**

The jurisdiction of the High Court must, however, be exercised in
accordance with the law.

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Mr. Ojok submitted that the instant matter, being a matter challenging the
election of Gulu Market Vendors Association, is not governed by written

5 law. Learned counsel was quick to add that, in such a case, common law should apply. Learned Counsel also contended that the written constitution of the Association is not governed by any written law. He was however emphatic that the Respondents did not comply with the Constitution of the Association. Learned Counsel submitted that the power and jurisdiction of this court is derived from the Constitution of Uganda, 10 1995, and section 33 of the Judicature Act as well as section 98 of the Civil Procedure Act, and thus court ought to entertain the application/petition.

15 Regarding the power of this court to apply the common law doctrines and principles of equity, counsel found comfort in section 14 (2) of the Judicature Act. Learned Counsel cited the case of **Mukuba Charles Vs. Julius Kiyimba Lubega, Misc. Application No. 107 of 2022**, where Bernard Namanya, J., applied the common law doctrines and principles of 20 equity, as set out in section 14 (2) (b) of the Judicature Act Cap. 13, to resolve the matter before that court.

This Court notes that, Namanya, J. was dealing with a matter requiring severance of joint tenancy. Since no statute provided for severance, the 25 court invoked the principles of common law and equity which provide for it. In its conclusion, the Court ordered, *inter alia*, for the severing of the

5 joint tenancy between the parties, with each taking ownership of a portion
of the suit land which they had long held as joint tenants.

Mr. Ojok also submitted that, being an unincorporated association, the
High Court has jurisdiction to review the election decision of the
10 Association. Learned Counsel cited the Canadian case of **Dimitrious
Karahalios Vs. Conservative Party of Canada, 2020 ONSC 3145**, a
decision rendered by Ontario Superior Court of Justice (per Perell, J.)

Learned Counsel further cited the case of **Chombe Simea & 2 others Vs.
15 Kaya Parish Grazing Area & another, High Court Civil Appeal No. 0015
of 2010**, where Stephen Mubiru, J. held that, where judicial redress is
sought of a legal injury or wrong suffered by a person or class of persons,
in order to invoke jurisdiction of the court, the person invoking must not
only have an enforceable personal right or interest in the matter, but must
20 also have capacity to initiate the action.

Learned Counsel passionately urged the court not to abdicate its role of
determining the dispute, adding, it would be contrary to common law and
public policy, to attempt to oust the jurisdiction of the court. Learned
25 Counsel concluded by invoking the principle that underpin the
relationship of members in an unincorporated association. Relying on the
English case of **Baker Vs. Jones & others [1954] 2 All ER 553**, Learned

5 Counsel submitted that the relationship between members of an unincorporated association is contractual and the contract is contained in, or to be implied from the rules. Courts must, therefore, consider such contract as they would consider other contract. Public policy demands that parties cannot by their contract, oust the jurisdiction of court. Even where
10 parties by contract, make a tribunal to arbitrate their disputes, the tribunal cannot be the final arbiter on matters of law, and so their decisions can be examined by courts.

Counsel for the Respondents did not respond to the Applicant's
15 submissions on the issue of jurisdiction but submitted generally on the issues they had framed.

Be that as it may, this court has a duty to first determine whether it has jurisdiction to entertain an election dispute involving members of an
20 unincorporated association, because, without jurisdiction, a court purporting to act, acts in vain. If a court lacks jurisdiction, it downs its tools. See: **"Lillian S" Vs. Caltex Oil (Kenya) Ltd, [1989] LLR 1653 (CAK); Matiba Vs. Moi [1990-1994] 1 E.A 322 (CAK).**

25 While considering the matter, I shall bear in mind the wisdom expressed by Mulenga, JSC, in **Habre International Company Ltd Vs. Kassam & others (supra)** thus,

“I would caution against the tendency to interpret the law in a manner that would divest courts of law of jurisdiction too readily. Unless the legal provision in question is straightforward and clear, it would be better, in my view, to err in favour of upholding jurisdiction than to turn a litigant away from the seat of justice without being heard. The jurisdiction of courts of law must be guarded jealously and should not be dispensed with too lightly. The interests of justice and the rule of law demand this.”

15 I appreciate learned counsel for the erudite address. I must however, with respect, observe that, in the authorities cited by learned counsel, none of the courts was dealing with the issue similar to that involved in the instant case. The main issue here is whether this court has power to adjudicate an internal election dispute in an unincorporated association. The related
20 matters raised, such as the alleged illegal amendment of the constitution of the association, in my view, is secondary. The gist of the complaint, as I understood it, is about the improper conduct of the Gulu Main Market Vendors Association election. The authorities cited by learned Counsel, with respect, did not deal with an election dispute in an unincorporated
25 association. I have also not been able to lay my hands on any local or foreign decisions on the matter. I was, however, invited to apply the

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5 principles of common law and equity. No such principles dealing with a matter such as the present was laid before me.

The closest case cited by learned counsel is the Canadian case of **Dimitrious Karahalious Vs. Conservative Party of Canada** (*supra*).

10 However, the facts of that case are not on point, although the principles enunciated therein are useful in guiding on the category of matters which this court could deal with, when the rights of a person who is a member of an unincorporated association is involved. There, the court was confronted with a situation where the Plaintiff had been disqualified by an in-house
15 tribunal of the Conservative Party to which he belonged, from contesting for leadership position. The Party was a federal political party and an unincorporated association. The Plaintiff's disqualification followed some distasteful remarks he had made against an opponent which was found to be contrary to the principles of the party. The Plaintiff took a summary
20 judgment motion for mandatory orders, to restore his candidacy. Court held that the decision to disqualify the plaintiff was invalid, and set it aside.

The above case thus dealt with the enforcement of a significant legal right.

25 The Court made profound observations on the circumscribed nature of court's jurisdiction when intervening in the affairs of an unincorporated association operating in the private sector. I quote,

5 **“The court’s jurisdiction to intervene in the affairs of an unincorporated association operating in the private sector depends on the presence of a legal right founded in tort, contract, restitution, or a statutory provision; courts only interfere if legal rights are at stake. The courts will not intervene with the affairs of an unincorporated association where no civil or property rights is involved in the activities of the group.”** (Underlining is for emphasis.)
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See also: Surrey Knights Junior Hockey Vs. Pacific Junior Hockey League, 2018 BCSC 1748; Bell Vs. Civil Air Search & Rescue Assn., 2018 MBCA; Highwood Congregation of Jehovah’s Witnesses (Judicial Committee) Vs. Wall, 2018 SCC 26.
15

The Canadian Court further noted that, the constitution of an unincorporated association and its by-law, if any, constitute a contractual relationship, setting out the rights and obligations of the unincorporated association and its members.
20

Unincorporated associations are organized as a complex of contracts between each and every member. Unincorporated association or group and its members are bound by the terms of the constitution and by-laws (if
25 any) and there is an obligation on the group’s members to observe its constitution and by-laws. The complex of contracts is of a special nature;

5 there are multiple contracting parties, entering and leaving the relationship, and being subject to changing contractual obligations as constitutions and bylaws are amended from time to time.

Court has jurisdiction to review the decisions and procedures of an
10 unincorporated association or group operating in the private sector as a matter of contract. Members of groups that have constitutions, by-laws, and rules are entitled to private law remedies to have their agreement enforced in accordance with its proper interpretation.

15 The Court has the jurisdiction to enforce the contractual rights between an association and its members and the contractual rights of the members between or among themselves. The court has jurisdiction to interpret the contracts that define the rights of the members in respect of the association's operations. Where, however, the affairs of a group or
20 unincorporated association are governed by private law, a court has only a limited jurisdiction to review the conduct and decisions of associations, and the court will only do so if a significant private law right or interest is involved.

25 See: **Dimitrious Karahalious Vs. Conservative Party of Canada**
(*supra*).

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5 I wish to note that courts have intervened where a significant private law
right or interest is involved; for example, if a member of the association
was expelled or lost his or her membership status, or has been deprived of
his or her membership privileges, or his or her ability to pursue vocations
and avocations associated with the association have been lost. The court
10 does not review the merits of the association's conduct or decision but
reviews whether the purported expulsion or loss of membership or of the
membership privileges was carried out according to the applicable rules of
the association and the principles of natural justice (procedural fairness),
and without *mala fides*.

15

Thus, where there is jurisdiction as a matter of contract and a significant
right or interest is engaged, the court may determine: (a) whether the
voluntary group or unincorporated association acted in accordance with
its rules; (b) whether it acted in accordance with the principles of natural
20 justice, and (c) whether the association's decision was come to *bona fide*.

Therefore, where the constitution, by-laws, or rules of the group or
unincorporated association operating in the private sector purport to make
the group's or association's decision final and binding and without the
25 right for review or appeal, the High Court retains limited jurisdiction to
review the procedural integrity of the group's/ association's action or
decision, even if its constitution or rules purport to oust the jurisdiction of

5 court. This is in line with the historic principle that a contract that purports to oust access to the courts, is illegal and unenforceable, for being contrary to public policy. Such provisions are variously termed: domestic clauses, privative clauses, exclusionary clauses, waiver clauses, non-justiciable rights clauses.

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Lord Denning re-echoed similar sentiments on the intervention of court's in the affairs of an unincorporated association and ouster clauses, in **Lee Vs. Showmen's Guild of Great Britain, [1952] 1 All E.R 1175, at p. 1180-81.**

15

In the present case, members of Gulu main Market Vendors Association, as noted, made their constitution and lodged a copy with with the Uganda Registration Services Bureau. It of course remained unincorporated. The Association constitution was also lodged with the Community Based Services Department, Gulu, although there is no document to show that the Association has attained the status of a Community Based Organization. Be that as it may, the Association constitution constitute a contract setting out the rights and obligations of its members.

20

25 In interpreting any contract, courts do follow the words of the instrument and looks no further. The contract terms bind the parties to it. I can do no better than quote the words of Lord Halsbury, L.C, in the case of **J.T Smith**

5 & the Barrow Haematite Steel Co. Ltd Vs. Henry Cooke, Rachel Swinnerton & others, [1891] A.C 297, at p. 299 thus:

10 “I must say I for once have always protested against endeavouring to construe an instrument contrary to what the words of the instrument itself convey, by some sort of preconceived idea of what the parties would or might or perhaps ought to have intended when they began to frame their instrument... I think I am not entitled to put into the instrument something which I do not find there, in order to satisfy an intention which I do not find there, in order to satisfy an intention which is only reasonable. If I presume what their intentions were, I must find out their intentions by the instrument they have executed; and if I can not find a suggested intention by the terms of the instrument which they have executed I must assume that their intentions were only such as their deed discloses.”

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The statement of Lord Halsbury, L.C was cited with approval by the then East African Court of Appeal in Sango Bay Estates Ltd & others Vs. Dresdner Bank Ag (No.2), [1971] 1 E.A 307 (CAK).

25 In the present matter, whereas this court takes judicial notice that Gulu main Market is not private but a public market under the control and oversight of Gulu City Council, established pursuant to the now repealed

5 provisions of the Markets Act Cap 94, it appears the market leadership
election was left to the registered vendors to decide in accordance with
their constitution. The limited public sector control, and oversight by the
City Clerk, of course with the consent of members, as the Electoral body,
in my view, does not detract from the fact that the association of the
10 Market Vendors is that of a private nature.

The constitution of the association provides for election of executives, in
article 6 (2). It does not provide for a grievance handling mechanism where
a member is aggrieved with the election outcome. The constitution of the
15 Association is also not elaborate on rights and obligations of its members.
It does not purport to confer a right on a member to challenge domestic
election in a court of law and how that challenge ought to be taken. There
is no by-law made pursuant to the Market constitution, purporting to
regulate the market leadership election. Mr. Ojok conceded, rightly in my
20 view, that there is no law regulating this election. Whereas learned counsel
invited me to apply common law and principles of equity, with respect, no
legal framework whatsoever provide for standards for assessing election in
a private unincorporated association. No common law or equity principles
pursuant to which this court could purport to exercise its powers have
25 been cited. Again, as I shall amplify, the jurisdiction of this court, whereas
it exists, is circumscribed.

H. Ojok

5 I appreciate that this action is premised on section 33 of the Judicature Act. With respect, section 33 is not a jurisdiction conferring provision, but provides for the power of court to grant remedies. Section 33 of the Judicature Act, therefore, does not by itself confer jurisdiction on the High Court but creates a power which may be exercised where jurisdiction
10 exists. With regard to section 98 of the Civil Procedure Act, Cap.71 whereas the section preserves the inherent powers of court, the inherent powers cannot be invoked in a case such as the instant, where the jurisdiction is circumscribed. Powers under section 98 of the CPA cannot be invoked where to do so would conflict with the exercise of a limited jurisdiction.

15

I, therefore, hold that this court has jurisdiction but limited to challenging the decisions or actions of the association where a significant private law right or interest is at stake, in which private law remedies are invoked. The interest is thus limited to civil or property rights.

20

I thus next resolve the issue of whether the Applicant's case comes within the limited grounds, for invoking this court's jurisdiction. Being a member of the association in itself naturally confers a property right in the association, thus a protectable right. It has not however been alleged that
25 any one purported to expel the Applicant from the Association of Market Vendors. The Applicant has also not premised his claim on a violation of public policy or violation of fundamental human rights. (See: **Polin Vs.**

5 **Kaplan, 257 N.Y.277, PP.281-2**, Court of Appeal of the United States). It
is my considered view that the matters canvassed by the Applicant fall
outside the category of matters where this court could exercise limited
jurisdiction. I, therefore, hold that the application does not fall in the
category of matters which this court would entertain within its
10 circumscribed jurisdiction. That is, challenging an election by a member
of the market vendors association, does not fit within the civil or property
rights of the applicant. Thus the annulment of the private election in an
unincorporated association does not fall within the realm of private law
remedies otherwise awardable in cases of contract breach, tort, and
15 statutory breach or in restitution, which are available when enforcing
rights in such association. It is has not been shown, for instance, that the
Applicant's basic rights to fairness or natural justice, were breached.

In conclusion, I noted with amusement the skillful and compelling
20 submission by learned counsel, in which counsel appears to elevate the
standards of the impugned election to that conducted at a national
election, by applying the substantiality test. For instance, on the allegation
of ballot stuffing, learned counsel submitted that ballot stuffing affected
the outcome of the election in a substantial manner. It is clear that learned
25 counsel, with respect, didn't place the Applicant's case within the
restricted category where this court would have jurisdiction. On the
contrary, learned Counsel treated the matter as if it were an election

5 petition, complete with affidavits, most of which I must say, were lodged
contrary to the provisions of Order 19 rule 3 of the CPR, as the Applicant
relied on statements of other witnesses, yet the matter is not of an
interlocutory nature. Certainly this is not an election petition regulated by
specific laws where other affidavits would be permitted. I also note learned
10 counsel's attempt to confuse the application which appears omnibus. He
challenges the amendment of the Constitution and at the same time
challenges the election outcome. Learned counsel is presumed to know
that national elections in Uganda have a well-built constitutional and
statutory framework within which they are organized, conducted, and
15 challenged. The legal architecture is robust unlike the present matter
where there is no law pursuant to which an election petition could be
envisaged. I think, with respect, this court would be groping in the dark if
it purported to sit as an election court, for the purposes of a private election
where the constitution of the association or rules do not provide for the
20 kind of redress and in the absence of a national legal framework for that
purpose. Even if the internal rules of the association were elaborate and
thus self-contained, jurisdiction of court must be conferred by law, and
cannot be inferred.

25 Given the resolution above, the application is struck out for being
misconceived. It has not been fashioned in a frame which fits within this
court's limited jurisdiction. In the circumstances, it is not necessary to

5 consider the rest of the issues. I wish, however, to observe in the passing
that, had the case been of the nature falling within this court's limited
jurisdiction, lodgment of a Plaint would have been an appropriate
procedure, purely seeking a declaratory order and other reliefs, if any,
such as injunction, and or damages, within the purview of Order 3 rule 9
10 of the CPR.

On the issue of costs, given the need to foster harmony within the
association of the market vendors, since it is apparent that the outcome of
the market vendors election created rival camps, with one group
15 supporting the applicant, and the other supporting the 1st and the 5th
Respondents, I order that, as between the Applicant and the 1st and 5th
Respondents, each party bears its own costs. The Applicant shall however
pay costs of the proceedings to the 2nd, 3rd and the 4th Respondents only,
as they were wrongly dragged in these proceedings when they did not
20 participate in the impunged election. There will however be no costs for
the 6th Respondent since he neither filed any response nor appeared in the
proceedings.

Obiter

25 This Court is cognizant of the fact that the Markets Act Cap 94 has now
been repealed by the Markets Act, 2023 which was assented to by the His
Excellency the President of the Republic of Uganda, Yoweri Kaguta

5 Museveni on 22nd May, 2023. The new law has had no place in this
proceedings, given its prospective application. The Markets Act, 2023
appear to usher in significant changes in as far as management and
leadership of Gulu main Market will be regulated, going forward, especially
three years from now. The changes ushered by the law, hopefully, will
10 address once and for all, market leadership issues, as market leadership
appears highly streamlined, and with more participation of the City
Council. In light of the new legal dispensation, it appears the constitution
regulating the relations of the members of Gulu main Market Vendors
Association, if it will still be relevant, will require review, to be in sync with
15 the provisions of the Markets Act, 2023, but of course in consultation with
Gulu City Council, its legal advisors, and all key stakeholders.

Delivered, dated and signed in Court this 6th day of July, 2023.

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George Okello
JUDGE HIGH COURT

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5 **11:43am**
06th July, 2023

Attendance

Ms. Grace Avola, Court Clerk.

10 Mr. Doii Patrick, Counsel for the 1st to 5th Respondents.

Mr. Julius Ojok, Counsel for the Applicant.

The Applicant in Court.

The 1st, 2nd, 4th and the 5th Respondents in Court.

The 3rd and 6th Respondents absent.

15

Mr. Doii Patrick: The matter is for Ruling. We are ready to receive it.

Mr. Ojok Julius: The matter is coming up for Ruling. We are ready to receive it if it is ready.

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Court: Ruling delivered in open court.

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Handwritten: 06/7/2023
George Okello
JUDGE HIGH COURT

