

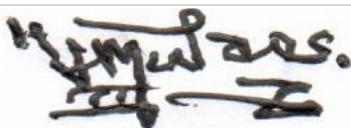
School as a consequential decree in civil appeal no. 32 of 2022 subject to school termly requirements.

4. That the costs of taking out the application be provided for.

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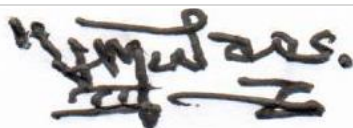
The grounds in support of the application are contained in the affidavit of Kakyo Pamela, the applicant who averred as follows:

1. That the applicant was the Respondent in Civil Appeal No. 32 of 2022 in which judgment was delivered in her favour.
- 10 2. That among the orders issued by Court were that the Respondent pays school fees for D with effect from the date of her admission including any pending arrears until she completes her Bachelor of Business Administration at Makerere Business School (MUBS) and all the relevant school dues and academic requirements for Itungo Wilbroad.
- 15 3. That the said orders were issued without computation in figures of the amount in respect of fees, academic requirements thus the need for filing the application at hand.
4. That the applicant computed the university tuition fees and academic expenses for D and W. That the outstanding fees/tuition in arrears is shs 11,487,750/=
- 20 and school requirements are shs 2,726,000/- That for Itungo Wilbroad, the school fees and requirements are shs 583,000/= and the outstanding fees balance of Early Bird School of shs 110,000/=. That the normal school fees for D is shs 370,000/=.
5. That it is fair and just that the application is granted with costs.



The application was opposed by the Respondent who contended thus:

1. That he had through hardship been contributing monthly maintenance sum of shs 100,000/= for W. That Court had directed that W. been taken to Buhinga Primary School and the applicant had acted contrary to the order of Court and taken him to a school of her choice. That he obtained admission for W at Buhinga and paid school fees for the first term and the applicant refused to take him to the said school.
2. That he could only pay school fees for W at Buhinga Primary School as ordered by Court. That amidst financial challenges, he managed to pay part of the tuition for D.
3. That the break down for the school university fees for both W and D is exaggerated beyond limit and the attached documents to that effect were not authentic and there is a likelihood of being forged and court should not rely on the same.
4. That a laptop is not a basic requirement given his current financial situation and cannot be afforded and should not appear on the list.
5. That he would not have any problem with paying school fees and maintenance fees if he had capacity. That since he is unemployed, he cannot afford paying such exaggerated amounts of monies. That his unemployment is a result of the continued harassment and oppression at work due to the acts of the applicant when the case was already in court who tarnished his name.
6. That by the time of commencement of litigation, he had a running salary loan with centenary Bank running up to October 2027 which obligation he is



almost failing to fulfill due to his current financial status and more affected by an ill elderly mother he solely looks after.

Representation and Hearing:

5 *M/s Bagyenda & Co. Advocates* appeared for the applicant and *Mr. Businge A Victor of M/s Ngaruye Ruhindi, Spencer & Co. Advocates* appeared for the Respondent. Both counsel addressed me by way of written submissions which I have duly considered herein.

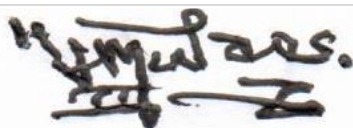
10 **Issues:**

I find the following issues at the heart of this application thus:

1. Whether the applicant's application meets the test for grant of consequential orders.
- 15 2. Remedies available.

Resolution:

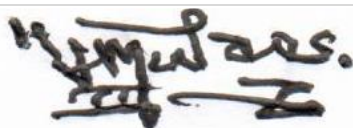
Consequential orders denote an order of court giving effect to the judgment or
20 decision to which it is consequential or resultant there from. Such an order is normally directly traceable to or flowing from the judgment or decision duly prayed for or granted by court. *See Kalibala Vicent and 561 others Vs. Attorney General, Misc. Application No. 70 of 2015 arising from HCCS No. 123 of 2019 at page 4.* It is one which is not merely incidental to a decision properly made but one which is



mainly to give effect to that decision. *See Uwaechina v Okeke (2015) 14 NWLR(Pt. 1478) P.108.* Therefore, consequential orders are granted flowing from a judgment or ruling of court which is the result or outcome and thus an application for consequential orders cannot be brought as a standalone application but should
5 naturally arise from the decision of court.

In my view, an applicant in an application for consequential orders must prove that; (1) there is a judgment or ruling handed down by a competent court or tribunal which determined the matter on merits to finality (2) that the parties to the main suit who
10 are bound or affected by the judgment or ruling of court are the same parties in an application for consequential orders (3) that the orders he or she seeks have a connection or bearing on the orders or remedies granted in the judgment or ruling from where the application arises and lastly, the application must be heard by the court that made and or passed the judgment or ruling from where the application for
15 consequential orders arises and the orders granted must be geared towards enforcing the principal order or decree of Court.

In an application for consequential orders court should not be invited to examine the validity or propriety of the orders made in the judgment or ruling of court. Court
20 does not examine the evidence in the main suit and the manner in which the orders in the main suit were arrived at by the adjudicating officer or tribunal. Court is meant to give effect to the orders given in the judgment or ruling and not to amend or substitute the orders in the judgment or ruling from where an application for consequential orders arose. Justice Stephen Musota in *Kalibala Vicent and 561*
25 *others Vs. Attorney General* (supra) further observed that consequential orders are



applied for where the court hands out a judgment but the implementation of the judgment is impossible except with further orders of court.

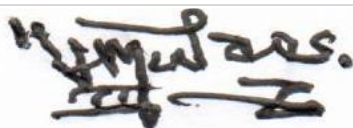
5 In the application before me, learned counsel for the applicant submitted that
whereas a judgment was issued in civil appeal no. 32 of 2022 directing the appellant
(now respondent) to pay fees/tuition and requirements for **D**, there were no
computation of the sum to be paid and as such the decree could not be enforced.
Secondly, that whereas the Respondent (appellant in the appeal) was ordered to pay
school fees, he had not done so and it is hard to recover such sum in the decree issued
10 by court thus the need for issuance of consequential orders.

In response Mr. Businge Victor for the Respondent contended that in Civil Appeal
No. 32 of 2020, the Respondent was ordered to pay pending arrears which he did
jointly with the applicant. That as such there are no such pending arrears. Further
15 that the sum claimed by the applicant as arrears are exaggerated including purchase
of a laptop which is a luxury and not part of the requirements. That the Respondent
was executing his duties as a parent and thus the application at hand has no merit.

DECISION:

20 I have considered the application and the supporting affidavit and the reply by the
Respondent. The applicant seeks consequential orders to put into effect the orders of
Court in Civil Appeal No. 32 of 2022. In the said appeal, court issued orders among
which were the following:

(a) That custody of W is granted to the Respondent as ordered by the trial court.

A handwritten signature in black ink, appearing to read 'Victor Businge', is written over a horizontal line.

(b) *That both the Appellant herein and the Respondent herein are to offer parental support for D whereby the Appellant shall pay university tuition and other university dues and academic expenses for D while the Respondent shall pay hostel fees and other attendant costs for her stay at hostel with effect from the date of her admission including any pending arrears until D completes her Bachelor of Business Administration at Makerere University Business school (MUBS).*

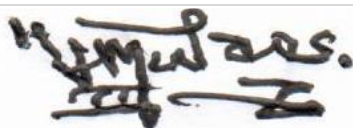
(c) *That the Appellant shall with effect from 1st April 2022, make a monthly contribution towards the maintenance of W of Ugx 100,000 until otherwise revised by Court.*

(d) *That all the other orders issued by the trial Court and confirmed by the Chief Magistrate on appeal shall remain binding on the parties save as directed herein. That is, the Appellant herein shall pay medical bills for W at an agreed medical facility, pay school fees and scholastic materials for W while the Respondent is to provide shelter, food, clothing, bedding for W.*

(e) *That both the Appellant herein and Respondent herein shall agree on the school where W is to attend starting in the first term of 2023 or alternatively take him to Buhinga Nursery and Primary School that is stated to be affordable to the appellant where the Appellant shall pay all attendant school dues.*

(f) *That the appellant is hereby directed to pay school fees for W for this terms that is expected to end in December 2022 or earlier.*

Whereas court issued an order directing the appellant (now respondent) to pay school fees for D from the time she was admitted till she completes school including arrears, the payable amount was not stated. Per annexure A4 which is not challenged by the



Respondent gives a narration of the sum payable as school fees for D for three years which translates to shs 11,487,750. The Respondent paid shs 952,300 on 13th February 2023 and shs 1,020,000/= on 23rd January 2022 totaling to shs 1,972,300/=. The outstanding arrears shs 9,515,450/-

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The applicant sought to recover shs 2,726,000/= as other academic requirements. I find the amount a bit high given the Respondent's financial position. I therefore find a sum of shs 1,500,000/= as school requirements for the D for her entire stay at University.

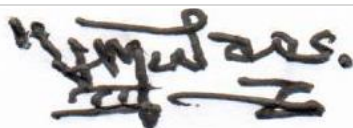
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The applicant also sought to recover a sum of shs 583,000 as outstanding school fees for W and a sum of 110,000 as arrears for the previous school. The Respondent indicated that he paid school fees and the applicant refused to take W to Buhinga Primary School. The applicant did not attach payment of school fees for W at Buhinga Primary School. The Respondent on the other hand attached an admission form and receipt for payment of school fees. The court had ordered that if parties fail to agree on the school where W was to be taken, then he was to be taken to Buhinga Primary School. There is insufficient evidence as to whether W is at Buhinga and the Respondent has failed to pay fees. I therefore decline to grant this order.

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There is equally no evidence laid before me by the applicant that the Respondent failed to pay the arrears of shs 110,000/=. I thus decline to award the same.

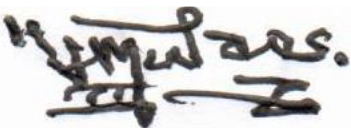
25 **Issue 2: Remedies:**



This application succeeds with the following orders;

1. A consequential order is hereby issued directing the Respondent/Appellant to pay shs 9,515,450/= as school fees and arrears for D.
2. A further consequential order is issued directing the Respondent/Appellant to pay shs 1,500,000/= as school requirements for D.
3. The Respondent/Appellant is directed to pay the sums in (1) and (2) above within 30 days from the date of delivery of this ruling, in default, whereof, execution shall commence against him.
4. All the orders issued in civil appeal no. 32 of 2022 subsist and still bind the parties.
5. Each party shall bear their own costs.

I so order.



Vincent Wagana

High Court Judge

FORTPORTAL

DATE: 30/11/2023

