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THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT WAKISO
MISCELLANEOUS APPLICATION NO. 0095 OF 2025
(ARISING FROM CIVIL SUIT NO. 0119 OF 2025)

1. NAKANDI SYLVIA.: **APPLICANT**

10 (Beneficiary of the Estate of the Late Kimeze Fred)

VERSUS

1. NABIWEKE ROBINAH

2. NALUYIMBA SARAH

3. NANTABA RUTH

15 4. NALIKA FLORENCE.: **RESPONDENTS**

RULING

BEFORE HIS WORSHIP FAISAL MULALIRA UMAR

Introduction;

20 The applicant brought this application under order 41 rules 1,2 and 9 of the civil procedure rules SI 282-2 seeking the following orders;

- 1. A temporary injunction restraining the respondents and their agents' employees or any person acting on their behalf or claiming under the same right from causing evicting/ causing eviction, selling, transferring, mortgaging, alienating, or dealing with the suit land/ kibanja located in
- 25

5 Nansana zone 2, Nabweru sub county, Wakiso district until the determination of the main suit.

2. Costs of this application to be provided for.

Background to the Application

10 This Miscellaneous Application No. 95 of 2025 (arising from High Court Civil Suit No. 119 of 2025) is brought by **Nakandi Sylvia** (hereinafter “the Applicant”), who sues as a beneficiary and widow of the late Kimeze Fred. She seeks a temporary injunction restraining the Respondents Nabiweke Robinah, Naluyimba Sarah, Nantaba Ruth, Munyango Grace and Nalika Florence and their agents, employees or any person claiming under them
15 from evicting tenants, selling, transferring, mortgaging, alienating or otherwise dealing with the suit kibanja located at Nansana Zone II, Nabweru Sub-county, Wakiso District, pending the determination of the main suit.

The Applicant, in her affidavit in support of the Chamber Summons, avers that the late George Kawesa (father of the deceased Kimeze Fred) gifted the
20 suit kibanja to Kimeze Fred inter vivos in or about 1988. She contends that Kimeze Fred thereafter developed the land by constructing both residential and rental houses, which he owned and from which he collected rent continuously from 1988 until his death on 23 October 2025. The Applicant further avers that she and her late husband developed the property together
25 as their matrimonial home. Following Kimeze Fred’s death, the Applicant states that she promptly opened a file for letters of administration of his estate at the Administrator General’s office (reference MENG0/HQ/AC/2958/2025) and instituted the main suit seeking a permanent injunction.

5 The Applicant contends that, immediately after Kimeze Fred's death, the Respondents and other relatives began bringing prospective buyers onto the premises with a view to selling the land before the main suit could be determined. She avers that the Respondents approached the tenants, instructed them to stop paying rent to her, and, through their advocates
10 (Entebbe Associated Advocates), issued formal eviction notices requiring all tenants to vacate so as to facilitate the alleged sale. The Applicant further contends that these actions threaten the estate's ability to service loans previously secured by Kimeze Fred, whose rental income was being used to repay those loans. She maintains that the suit land has never formed part of
15 the estate of the late George Kawesa and that any purported distribution or sale by the Respondents is unlawful.

The Respondents, through the affidavit in reply sworn by Nazoole Harriet (deponing on behalf of the 1st, 3rd and 4th Respondents as well as herself), contend that the suit land forms part of the larger estate of the late George
20 Kawesa, who died intestate, leaving approximately 18 children (including Kimeze Fred and the Respondents) and several spouses. They aver that George Kawesa never distributed any land inter vivos, that the earlier rental structures were constructed by him (not Kimeze Fred), and that the family (including Kimeze Fred) had been jointly managing and collecting rent from
25 the property since at least 2016–2017 pursuant to a family consent agreement dated 5 February 2017. The Respondents further contend that, following Kimeze Fred's death, the estate of George Kaweesa was lawfully administered: letters of administration (originally granted in 2007 under Administration Cause No. 132 of 2007) were extended, an inventory was
30 filed, beneficial shares were identified, and the beneficiaries sold their shares

5 to a third party, Guma Joel. They maintain that the eviction notice issued to
the tenants is lawful, that the Applicant has wrongly included the suit kibanja
in Kimeze Fred's estate, and that events have overtaken the application
since the beneficial interest has already passed to Guma Joel. The
Respondents contend that there is no prima facie case with a likelihood of
10 success and that the balance of convenience favours them.

In rejoinder, the Applicant, in her affidavit in rejoinder, sworn on 9 January
2026, contends that Nazoole Harriet lacks the legal capacity to swear the
reply affidavit and prays that the reply be struck out, rendering the application
unopposed. She avers that the suit land has never formed part of the estate
15 of the late George Kaweesa and has never been administered as such. The
Applicant further contends that Kimeze Fred constructed the rental houses
after he received the land as a gift, that Kimeze Fred permitted the
Respondents to collect rent from only two rooms for their survival, and that
the inventory, subdivision sketch and related documents relied upon by the
20 Respondents are fabricated or improperly filed (including on the unrelated
estate of Rev. Canon Blasio Lwanga Kijjo). She avers that the alleged sale
to Guma Joel is void because the purported vendors had no title to pass.

Additionally, Kaweesa Mpanga David (a son of the late George Kaweesa
and one of the administrators of his estate), in his additional affidavit in
25 rejoinder, avers that he was neither notified of nor participated in any
inventory or distribution of the estate, and that he is unaware of any
extension of the grant as claimed by the Respondents. He contends that the
late George Kaweesa gifted the largest portion of the Nansana land to
Kimeze Fred during his lifetime, that the estate of George Kaweesa
30 comprises only the matrimonial house and a small portion behind it, and that

5 the remainder of the land and all developments thereon belong to the late
Kimeze Fred. He states that he has never been shown any parcel nor sold
any interest to Guma Joel. He supports the grant of the temporary injunction
to enable the court to investigate and determine the matter on the merits.

10 The Applicant has exhibited photographs of the developments, Kimeze
Fred's death certificate, correspondence with tenants, the eviction notice,
and records from the Uganda Revenue Authority demonstrating
inconsistencies in the Respondents' documentation.

Representation.

15 On the 13th of January, 2026, Ms Harriet Nabankema appeared jointly with
Mr Derrick Mugambwa and Mr Jonathan Kirumira, representing the
respondents, while Mr Nyanzi Umar appeared on behalf of Mr Senfuka
Robert, representing the applicant. The applicant herself was present in
court, as were the second and third respondents. Several family members
and individuals were present. These included Ms Nakanyanka Winfred, a
20 daughter of the late Kawesa; Rubimbi Ruth; Ms Nabiteko Sylvia, daughter of
Kimeze Fred; Buwembo Benson, son of Nankya Margate; Kisitu Craigie, son
of Kawesa; Kawesa George, son of Kawesa George; Ms Nangendo Ruth,
daughter of Kawesa; Kawesa Dickson, son of Kimeze Fred; Kiwanuka
Daniel, son of the late Nankyanga; Mugerwa Jozeth, son of Zawedde Olivia;

25 Mr Nyanzi informed the court that the application was for a temporary
injunction, and both sides expressed readiness to proceed with the hearing.
Mr Nyanzi Umar stated that the application was for a temporary injunction
and that they were prepared to proceed. Ms Harriet Nabankema, on the other

5 hand, indicated that the parties had been engaging in discussions outside the court and requested a 2-week adjournment to allow further negotiations.

The court granted the parties time to negotiate and adjourned the matter to the 27th of January, 2026, at 3:30 pm.

10 On the 27th of January, Mr Umar Nyanzi appeared for the applicant, and Mr Mugambire Eric, jointly with Mr Kirumira Jonathan, appeared for the respondents. It was noted that the 1st, 2nd, 3rd, and 5th respondents were present, while the 4th respondent was absent. The applicant was also present in court.

15 The court was informed that the matter was for mention and that the parties had been attempting to mediate. Mr Mugambire reported that the mediation had failed concerning the issues related to what Kimeze was given, and he requested that a schedule be set for the filing of written submissions.

20 The court issued directions for the filing of submissions, setting deadlines for each party: the applicant to file by 3rd February 2026, the respondents by 17th February 2026, and any rejoinder by 3rd March 2026. The court fixed the date for a ruling on the matter for the 18th of March, 2026, to be delivered via ECCMIS.

25 In the meantime, the court issued an interim order to maintain the status quo. This order prohibited the respondents from evicting, taking over, collecting rent, attempting to demolish structures, issuing receipts, or threatening tenants on the suit land. The court ordered that the widow of the late Kimeze Fred remain on the premises, collect rent from the 40 houses, and use the proceeds to cover her minor children's school fees and other basic needs.

5 This interim order was to remain in force until the main application was disposed of or until the court otherwise ordered.

Submissions of Counsel for the Applicant

10 Learned counsel for the Applicant filed comprehensive written submissions dated 3rd February 2026. He began by succinctly setting out the background and the nature of the application, then raised two preliminary objections before turning to the merits.

15 Counsel submitted that the affidavit in reply, sworn by Nazoole Harriet, is incurably defective and ought to be struck off the record on account of deliberate falsehoods that go to the root of the dispute. He highlighted, inter alia, the Respondents' claim in paragraph 16 that the suit land forms part of the estate of the late George Kaweesa (supported by an inventory endorsed by only one administrator and an unsigned lawyer's letter), the assertion in paragraph 25 that the land had already been sold to Guma Joel (without attaching any sale agreement), and the glaring inconsistencies in the filing
20 dates, payment records and ECCMIS entries. Counsel invited the court to take judicial notice of the annexed URA payment portal records, ECCMIS printouts, and the letter from Entebbe Associated Advocates dated 24th November 2025 (Annexure E), which expressly stated that the property had never been distributed. He argued that these falsehoods were intended to
25 alienate the subject matter to third parties and render the court's processes nugatory.

Secondly, counsel contended that Nazoole Harriet is a complete stranger to the application. She is neither a named Respondent nor a holder of a power

5 of attorney, and no evidence of any name change or authority was presented to the court. The net effect of striking out the reply affidavit, counsel submitted, would be to render the application unopposed.

Turning to the merits, counsel reminded the court that the purpose of a temporary injunction is to preserve the **status quo** until the main suit is finally
10 determined, thereby preventing the court from acting in vain and safeguarding the integrity of the judicial process. He relied on the seminal authority **Kiyimba Kaggwa vs Haji Naser Katende [1985] HCB 43**.

Counsel summarised the Applicant's evidence: the gift inter vivos to the late Kimeze Fred in 1988, the construction of all residential and rental structures
15 by Kimeze Fred (photographs annexed as A1-A6), continuous undisturbed possession and rent collection from 1988 until October 2025, the eviction notices and threats of sale issued by the Respondents immediately after the death, and the confirmatory additional affidavit of Kawesa Mpanga David (one of the administrators of the estate of George Kawesa) who stated that
20 the bulk of the land and all developments belong to Kimeze Fred.

Counsel submitted that the law on temporary injunctions is now settled and is governed by the three well-known conditions laid down in **Kiyimba Kaggwa vs Haji Naser Katende [1985] HCB 43** (and reiterated in Order 41 of the Civil Procedure Rules).

25 (i) **Prima facie case with probability of success;**

Counsel argued that the Applicant has established a clear prima facie case. The central issue in the suit is whether the suit kibanja was gifted inter vivos to Kimeze Fred in 1988 or remains part of the estate of

5 George Kaweesa. He submitted that long, undisturbed possession, construction of permanent structures and rent collection since 1988 raise a strong presumption of a valid gift. In support, counsel cited **High Court Civil Appeal No. 076 of 2023 (Soroti) - Ereu Vincent & Others v Adebo Regina**, where Justice Boniface Wamala (quoting Justice Steven Mubiru in **Oyet Bosco & Another v Abwola Vincent**) held that under customary law, a gift inter vivos is perfected by intention, delivery and acceptance, and requires no writing; the fact that the donor did not object during his lifetime is conclusive. Counsel emphasised that these elements are satisfied on the evidence and that the dispute therefore raises serious triable issues which only a full trial can resolve. He added that the Respondents' counter-claim itself confirms the existence of a live controversy.

(ii) Irreparable injury not adequately compensable in damages;

20 Counsel submitted that the Applicant would suffer irreparable harm if the injunction is refused. The Respondents have already commenced the eviction of the Applicant and over 50 tenants; the suit land is the sole source of income for the widow and her school-going children, and the rental houses are also securing loans for the late Kimeze Fred. Once the tenants are evicted and the property is sold or transferred to Guma Joel, the estate will be rendered nugatory, and an award of damages cannot atone for the harm. He relied on **Francis Kanyanya v Diamond Trust Bank, HCCS No. 300 of 2008** (per Justice Lameck N. Mukasa), which defines irreparable injury as substantial harm that cannot be adequately compensated in money, again citing **Kiyimba Kaggwa** (supra).

5 **(iii) Status quo to be preserved;**

10 Counsel contended that the Applicant is in actual physical possession and control of the suit land. The status quo to be preserved is therefore the situation as at the filing of the suit, i.e. the Applicant and her tenants remaining in occupation and collecting rent. He cited **Godfrey Sekitoleko & Ors v Seezi Mutabaazi & Ors [2001–2005] HCB 80, Wasswa v Kakooza [1987] HCB 79**, and the Court of Appeal decision in **Seezi Mutabaazi** (supra), as well as the reasoning of Justice Percy Night Tuhaise in **Nabitindiro v Umar Nassolo Sekamate & Others**, all to the effect that an injunction merely freezes the existing factual
15 position without determining title.

(iv) Balance of convenience;

20 Finally, counsel submitted that the balance of convenience tilts heavily in favour of the Applicant. She has enjoyed quiet possession and derived income from the property since 1988, whereas the Respondents asserted their right only after the death of Kimeze Fred. He invoked **American Cyanamid v Ethicon Ltd** (per Lord Diplock) for the proposition that where the other factors are evenly balanced, the court should take measures calculated to preserve the status quo, and that the balance favours the party that would suffer greater
25 disadvantage if the injunction is withheld.

Before concluding, counsel urged the court to invoke affirmative action in favour of widows under **Article 32 of the 1995 Constitution** and to protect the rights of widows as enjoined by **Articles 19 and 20 of the Maputo**

5 **Protocol (2005)**, which Uganda ratified in 2010. He submitted that granting
the temporary injunction would be an act of justice to a widow of only four
months who has turned to the court for protection. Counsel then prayed that
the preliminary objections be upheld, the application be treated as
unopposed, and that a temporary injunction be granted with costs in the
10 cause.

Submissions of Counsel for the Respondents

Learned counsel for the Respondents filed written submissions dated 17th
February 2026. They strongly opposed the application and prayed that it be
dismissed with costs. Counsel addressed the preliminary objections raised
15 by the Applicant before turning to the merits of the application under the well-
established tripartite test for the grant of a temporary injunction.

Counsel submitted that the preliminary points of law raised by the Applicant
were baseless, academic, and intended merely to waste the court's time. On
the capacity of the deponent, counsel clarified that Nazoole Harriet (the 2nd
20 Respondent, formerly named Naluyimba Sarah in the pleadings) had lawfully
deposed the affidavit in reply. She had explained her correct name to the
court, and the Applicant had never denied suing the actual person. Counsel
invoked **Article 126(2)(e) of the 1995 Constitution**, urging the court to
administer substantive justice without undue regard to technicalities.

25 On the alleged defects in the inventory and distribution, counsel maintained
that the distribution was lawful, the inventory was duly signed by fifteen
beneficiaries and filed in court, and it had never been challenged. They
further explained that Kaweesa Mpanga David (who swore the additional

5 affidavit in rejoinder) had himself been sued by the late Kimeze Fred and others in **Civil Suit No. 215 of 2024 (Namatovu Emirina & Anor v Mpanga David)** for failing to cooperate in the distribution; a consent judgment was entered, he received his share (including part of the suit property), but he refused to sign the inventory. Any issues of filing dates or payments, counsel
10 submitted, could be verified by the Registrar of the High Court Family Division, and the fees had in fact been paid.

Counsel framed their arguments around the settled principles governing temporary injunctions, citing **Section 38 of the Judicature Act, Cap 16** and the definition of an injunction given by Lady Justice Elizabeth Nahomya in
15 **Jakisa & 2 Others v Kyambogo University, HCMA No. 549 of 2013** (an extraordinary remedy to preserve the status quo and prevent injustice). They relied on the classic formulation in **Ziraguma Emmanuel & Anor v The Most Rev. L.M. Nkoyoyo, HCT-00-CV-CS-0282 of 2003**, which requires:

- (a) a pending suit;
- 20 (b) a prima facie case with probability of success;
- (c) irreparable injury not adequately compensable in damages; and
- (d) where the court is in doubt, the balance of convenience. They also cited **Order 41 of the Civil Procedure Rules** and the leading authority **Kiyimba Kaggwa v Hajji Katende [1985] HCB 43**.

25 Counsel noted that the pendency of **Civil Suit No. 119 of 2025** (in which the Applicant seeks a declaration that the suit kibanja forms part of the estate of

5 the late Kimeze Fred, while the Respondents counterclaim that it forms part of the estate of the late George Kawesa) was not in dispute.

Counsel submitted that, while the main suit undoubtedly raises triable issues, the prima facie case lies in favour of the Respondents. The suit property formed part of the estate of the late George Kawesa (who died intestate in 10 1995, leaving 18 children and one surviving widow). The late Kimeze Fred was merely permitted to occupy one house on the land with his first wife; he later relocated to Makerere. The rental structures were constructed jointly by the family using proceeds from the sale of other family land. The Respondents, together with the late Kimeze Fred, had collected rent for the 15 benefit of the entire family since at least 2016-2017 under a family consent agreement dated 5 February 2017 (Annexure A1 and its translation, A2), which the Applicant did not contest.

The Applicant's claim of a gift inter vivos, counsel argued, was hearsay and unsupported. There was no gift deed, no formal documentation, and the late 20 Kimeze Fred was never in exclusive occupation. Counsel cited the legal requirements for a valid gift inter vivos under customary law as set out in **George William Kalule v Norah Nassozi & Anor, CACA No. 29 of 2014, Kakembo Samwiri & 4 Others v Florence Nakato Mubanda, Civil Suit No. 0305 of 2022 [2025] UGHCFD 21, Sajjabi John v Zaiwa Charles, Civil 25 Appeal No. 50 of 2012, and Ereu Vincent & Ors v Adebo Regina, Civil Appeal No. 76 of 2023 [2025] UGHC 722**. They emphasised that, per **Kiyimba Kaggwa v Hajji Katende [1985] HCB 43**, the court should not at this interlocutory stage attempt to resolve conflicts in the affidavit evidence or decide difficult questions of law; those are matters for trial. Consequently,

5 counsel submitted, there is no likelihood of success on the part of the Applicant.

Counsel contended that the status quo is not the Applicant's alleged exclusive possession but the position that existed immediately before the filing of the suit: the estate had been lawfully distributed among the 18
10 beneficiaries (with the late Kimeze Fred's share reserved), an inventory had been filed, and sixteen beneficiaries had sold their beneficial shares to Guma Joel. The beneficiaries had not yet handed over vacant possession, and the matter remained subject to the main suit.

They cited **Mutabaluka Innocent v Kaddu Johnson & Others, Miscellaneous Application No. 1443 of 2017** (citing **Sekitoleko v Mutabaazi**), **Makerere University v Omumbejja Namusisi Farida Namirembe, Miscellaneous Application No. 658 of 2013**, **Kiyimba Kaggwa v Hajji Katende [1985] HCB 43**, and **American Cyanamid Co v Ethicon [1975] All ER 504** for the proposition that an injunction merely
15 preserves the actual state of affairs without determining title. Counsel invited the court, in the exercise of its inherent powers, to appoint a committee to collect rent from all 60 units and distribute it equally among the 17
20 beneficiaries pending the main suit, to prevent further injustice to the many family members who had never benefited since 1995.

25 Counsel submitted that the Applicant would suffer no irreparable injury. The plaintiff itself values the suit land at UGX 1,000,000,000 and seeks damages (both special and general) for loss of rent and other quantifiable losses. Any harm, therefore, could be adequately atoned for by an award of damages. They relied on **Mutaburaka Innocent v Kaddu John & Others,**

5 **Miscellaneous Application No. 1443 of 2017** (the Applicant must prove injury with no possibility of repair by compensation) and **Francis Kanyanya v Diamond Trust Bank, HCCS No. 300 of 2008** (per Justice Lameck N. Mukasa, citing **Kiyimba Kaggwa**), which defines irreparable injury as substantial harm that cannot be compensated in money. Counsel concluded
10 that the Applicant had failed to demonstrate any such injury.

Counsel argued that even if the court had doubts about the first two limbs, the balance of convenience clearly favoured the Respondents. Many beneficiaries, aged between 40 and 80, had never received their shares since George Kawesa died in 1995; the distribution was lawful, with letters
15 of administration originally granted in 2007 under Administration Cause No. 132 of 2007 and later extended. The Applicant, a relative newcomer to the family, was seeking to deny the wider family its rightful inheritance. They cited **Victoria Construction Workers Ltd v Uganda National Roads Authority, HMA No. 6021 of 2010 (per Justice Lugayizi, citing J.K. Sentongo v Shell (U) Ltd [1995] 111 KLR)** for the principle that where other
20 conditions are not satisfied, the balance must favour the party that would suffer greater prejudice. Counsel requested that the court restrain the Applicant from collecting rent solely and, alternatively, appoint a neutral committee to manage and distribute rental income pending the finalisation of
25 the main suit.

It was counsel for the respondent's submission that the Applicant had failed to satisfy any of the conditions for the grant of a temporary injunction. They invoked the court's inherent powers under **Section 98 of the Civil Procedure Act, Section 38 of the Judicature Act, and Order 41, Rules 1
30 and 2 of the Civil Procedure Rules**, and prayed that the application be

5 dismissed with costs. In the alternative, and without prejudice, they sought an order restraining the Applicant from sole collection of rent or the constitution of a committee to manage the rental income for the benefit of all 17 beneficiaries until the main suit is determined.

Court's Analysis and Determination

10 The grant or refusal of a temporary injunction lies within the sound judicial discretion of the court. The overriding purpose of such relief is to maintain the status quo and prevent the commission of acts that would render the final determination of the suit nugatory or cause irreparable prejudice to any party. As Odoki J (as he then was) clearly stated in *Kiyimba-Kaggwa v Katende*
15 **[1985] HCB 43**, the object is “to preserve matters in the status quo until the questions to be investigated in the suit can be finally disposed of.”

This principle has been consistently affirmed in Ugandan jurisprudence. In *Godfrey Ssekitoleko & Ors v Seezi Mutabaazi & Ors [2001–2005] HCB*
20 **80**, the High Court emphasised the court’s duty to protect the interests of parties pending final adjudication, to forestall irreparable harm or serious damage to property rights or legal entitlements.

The principles guiding the exercise of this discretion are now well settled and derive principally from the locus classicus of *Giella v Cassman Brown & Co Ltd [1973] EA 358*, as authoritatively adopted and applied in Uganda in
25 *Kiyimba-Kaggwa v Hajji Abdu Nasser Katende [1985] HCB 43* and *American Cyanamid Co v Ethicon Ltd [1975] 2 WLR 316*. They are:

- a.) That the applicant must establish a prima facie case with a probability of success;

- 5 b.) That the applicant is likely to suffer irreparable injury which an award of damages cannot adequately compensate; and
- c.) That where the court, having considered the first two principles, remains in doubt, the balance of convenience must favour the grant of the injunction.

10 The jurisdiction of this court to entertain and determine the present application is firmly founded upon **sections 37 and 42(1) of the Judicature Act, Cap. 16, Section 98 of the Civil Procedure Act** (inherent powers to make orders necessary for the ends of justice and to prevent abuse of process), and **Order 41 rules 1(a), 2 and 9 of the Civil Procedure Rules**

15 (specific power to restrain acts that endanger disputed property pending suit).

 At this interlocutory stage, the court is not called upon to make any final or conclusive determination of the respective rights of the parties. The inquiry is limited to whether, on the affidavit evidence, annexures, and submissions

20 placed before the court, sufficient grounds exist to preserve the status quo pending trial.

 Before considering the merits, the court must address the **two preliminary objections** raised by learned counsel for the Applicant in his written submissions.

25 First, counsel submitted that the affidavit in reply sworn by Nazoole Harriet is incurably defective and ought to be struck off the record on account of deliberate falsehoods that go to the root of the dispute. He pointed to the claim in paragraph 16 that the suit land forms part of the estate of the late

5 George Kawesa (supported by an inventory endorsed by only one administrator and an unsigned lawyer's letter), the assertion in paragraph 25 that the land had already been sold to Guma Joel (without attaching any sale agreement). The glaring inconsistencies between the filing dates, URA payment portal records, ECCMIS entries, and the letter from Entebbe
10 Associated Advocates dated 24th November 2025 (Annexure E) which expressly stated that the property had never been distributed.

Secondly, counsel contended that Nazoole Harriet is a complete stranger to the application. She is neither one of the named Respondents in the Chamber Summons nor a holder of a power of attorney, and no evidence of
15 any name change or authority was placed before the court.

Having carefully perused the affidavits, annexures, and the written submissions of both counsel, the court finds that the Respondents have not placed any clear, cogent affidavit evidence to rebut the specific allegations of falsehoods and procedural irregularities raised by the Applicant. The
20 highlighted contradictions (particularly the mismatch between filing stamps and payment dates, and the earlier letter admitting non-distribution) remain unexplained on the record. The submissions of learned counsel for the Respondents, while eloquent, do not constitute evidence and cannot cure the defects in the affidavit evidence itself. In the circumstances, and mindful
25 that falsehoods going to the root of the dispute undermine the integrity of the process, the court upholds both preliminary objections. The affidavit in reply, sworn by Nazoole Harriet, is struck off the record. The application therefore proceeds as unopposed. Nevertheless, for completeness and in the interest of justice, the court has also considered the merits on the basis of the
30 Applicant's evidence alone.

5 **Whether a prima facie case with a probability of success has been established**

The threshold of a prima facie case does not require the applicant to demonstrate that she will inevitably succeed at the full trial. Rather, it requires the court to be satisfied that there are serious questions of law or fact to be
10 tried and that the action is not frivolous, vexatious or otherwise an abuse of process. This position was lucidly explained by Odoki J in **Kiyimba-Kaggwa v Katende [1985] HCB 43** at page 45, and reinforced in **Grace Barangye Bororoza & 53 Others v Dr Kasirivu Atwoki & 5 Others**, Civil Application No. 347 of 2007.

15 In the instant matter, the Applicant has adduced overwhelming prima facie evidence. She produces photographs of the substantial residential and rental developments constructed by the late Kimeze Fred (Annexures "A1-A6"), his death certificate (Annexure "B"), correspondence directing tenants to pay her rent (Annexures "C1-C3"), and the Respondents' own eviction notice issued
20 through Entebbe Associated Advocates (Annexure "D"). The additional affidavit of Kawesa Mpanga David-one of the administrators of the estate of the late George Kawesa-confirms that the largest portion of the Nansana land was gifted inter vivos to Kimeze Fred, who developed it during the donor's lifetime, and that the estate of George Kawesa comprises only the
25 matrimonial house and a small portion behind it. The Applicant further exhibits URA payment records and ECCMIS printouts demonstrating that the purported inventory relied upon by the Respondents was filed on the unrelated estate of Rev. Canon Blasio Lwanga Kijjo, the payment dates do not tally with the filing stamp, and the inventory was endorsed by only one
30 administrator while Kawesa Mpanga David himself denies any participation.

5 The central triable issue is whether the suit kibanja was gifted inter vivos to Kimeze Fred in 1988 or remains part of the estate of George Kawesa. Long, undisturbed possession, construction of permanent structures, and rent collection since 1988 raise a strong presumption of a valid gift. As held in **Ereu Vincent & Others v Adebo Regina**, High Court Civil Appeal No. 076
10 of 2023 (Soroti) (per Justice Boniface Wamala, quoting Justice Steven Mubiru in **Oyet Bosco & Another v Abwola Vincent**), customary law requires no writing; intention, delivery, and acceptance during the donor's lifetime are sufficient, and the absence of objection by the donor is conclusive. The main suit (HCCS No. 119 of 2025) and the counter-claim
15 therefore raise serious triable issues of law (validity of the alleged gift inter vivos, proper administration of estates, and the effect of defective inventory and post-death sale) and fact. Fraud or irregularity once raised is always a triable issue (**Kiyimba-Kaggwa v Katende** (supra)). The court therefore finds that a clear prima facie case with a high probability of success has been
20 established.

Whether the applicant is likely to suffer irreparable injury

Irreparable injury does not connote damage that is literally impossible to repair; it refers to substantial or material harm that cannot be adequately atoned for or compensated by an award of damages at the conclusion of the
25 suit (**Kiyimba-Kaggwa v Katende [1985] HCB 43** at 46; **Giella v Cassman Brown & Co Ltd [1973] EA 358**). In land and estate cases, the courts have long recognised that land is unique and that alienation, eviction, or dissipation of estate property may render the main suit nugatory (**E.A. Industries Ltd v Mukisa Biscuit Manufacturing Ltd [1978] EA 463**;
30 **Bbumba v Bunju [1992] III KALR 120**).

5 Here, the Respondents have already issued eviction notices to over 50
tenants, instructed them to stop paying rent to the Applicant, and brought
prospective buyers onto the premises with a view to completing a sale to
Guma Joel. The suit kibanja is the sole source of rental income servicing
loans secured by the late Kimeze Fred and sustaining the Applicant a widow
10 of only four months and her school-going children. If the injunction is refused,
the tenants will be evicted, the property alienated, and the entire estate
rendered nugatory before trial. Damages would be illusory: the land would
pass to a third party, the Applicant would be left without income, and the
family would lose its only home. The court cannot countenance a situation in
15 which a recently widowed mother and her children are rendered homeless
pending the determination of the main suit. The injury is therefore clearly
irreparable. The Applicant has satisfied this second limb.

Balance of convenience

Where doubt exists after considering the first two principles, the court must
20 weigh the relative convenience or inconvenience that would result to each
party from granting or refusing the injunction (**Victoria Construction Works
Ltd v UNRA**, CMA 601 of 2010, citing **J.K. Ssentongo v Shell (U) Ltd
[1995] 111 KLR 1; American Cyanamid Co v Ethicon Ltd** (supra)).

The Applicant and her late husband have enjoyed quiet possession and
25 derived income from the suit kibanja for nearly four decades, since 1988.
The Respondents only asserted exclusive rights after Kimeze Fred's death
in October 2025. While the wider family may have legitimate interests, the
grant of a temporary injunction does not determine title; it merely freezes the
existing position (the Applicant and tenants in occupation) to enable a full

5 hearing on the merits. The Respondents will suffer no prejudice beyond a short delay in any purported sale a sale which, on the evidence, appears premature and defective. The balance of convenience overwhelmingly favours the Applicant. Moreover, constitutional and international obligations to protect widows under **Article 32 of the 1995 Constitution** and **Articles**
10 **19 and 20 of the Maputo Protocol (2005)** (ratified by Uganda in 2010) reinforce that equity and justice demand preservation of the status quo in these circumstances.

Upon a holistic consideration of the affidavits, exhibits (including the photographs, death certificate, eviction notice, URA/ECCMIS records, and
15 the confirmatory affidavit of Kawesa Mpanga David), the upheld preliminary objections, the contradictions in the Respondents' case, and the submissions of both counsel, I am satisfied that the Applicant has established all three conditions laid down in **Kiyimba-Kaggwa v Katende [1985] HCB 43**. In the circumstances, and mindful that this court cannot
20 leave a vulnerable widow and her children homeless or destitute pending the full determination of the main suit, the justice of the case demands that the status quo be preserved.

IT IS HEREBY ORDERED THAT:

1. **A temporary injunction** is granted restraining the Respondents
25 Nabiweke Robinah, Naluyimba Sarah (who alleges that she is also called Nazoole Harriet), Nantaba Ruth, Munyango Grace and Nalika Florence their agents, employees, servants, assigns or any person claiming under or acting on their instructions, from evicting or threatening to evict tenants, issuing or enforcing any notice to vacate,

5 selling, transferring, mortgaging, alienating or dealing in any manner
with the suit kibanja at Nansana Zone II, Nabweru Sub-county, Wakiso
District, bringing prospective buyers onto the property, collecting or
directing rent payments to any person other than the Applicant, or
interfering in any way with the Applicant's quiet possession and
10 management of the suit property until the final determination of High
Court Civil Suit No. 119 of 2025 or until further order of this court.

2. Costs of this application shall be in the cause.

I so order.

**Dated and Delivered Electronically via ECCMIS this 18th day of March
15 2026.**



**Faisal Mulalira Umar
DEPUTY REGISTRAR
18TH MARCH, 2026**

- 20
- Both parties are absent
 - Ms. Nyamahunge Jackline, Court Clerk, present in Court.

The Court Ruling is ready and is hereby delivered online.

- 25
- Right to Appeal is reserved within 14 days from the date of this
ruling.



**MULALIRA FAISAL UMAR
DEPUTY REGISTRAR
18TH MARCH, 2026**