

CASE 1  
BRANCHES  
PLAINT

THE REPUBLIC OF UGANDA  
IN THE HIGH COURT OF UGANDA HOLDEN AT KAMPALA  
[LAND DIVISION]  
HIGH COURT CIVIL SUIT NO. 948



MEERA INVESTMENTS LTD=====PLAINTIFF

-VERSUS-

1. DFCU BANK LIMITED  
2. THE COMMISSIONER FOR LAND REGISTRATION }=====DEFENDANTS

PLAINT

1. The Plaintiff is a Limited Liability company duly incorporated under the Laws of Uganda, vested with capacity to sue or be sued and its address of service for purposes of this suit shall be **C/o M/s Magna Advocates, Plot 22 Jinja Road, Spear House, 4<sup>th</sup> Floor, Left Wing, Suite No. 3, P. O Box 12866, Kampala.**
2. The 1<sup>st</sup> Defendant is a Company incorporated under the laws of Uganda carrying on the business as a financial institution, with its headquarters at DFCU Towers, 26 Kyadondo Road, Nakasero, Kampala-Uganda. The Plaintiff's advocates undertake to effect service of court process on the 1<sup>st</sup> Defendant.
3. The 2<sup>nd</sup> Defendant is an agency of the Government of Uganda, a department under the Ministry of Lands, Housing and Urban Development, responsible for registration of instruments affecting registered land in Uganda and clothed with specific statutory powers to make decisions affecting land, having capacity to sue or be sued as such, and is being sued as such. The Plaintiff's advocates undertake to effect service of court process on the 2<sup>nd</sup> Defendant.
4. The subject matter of the suit is land and developments comprised in and known as;
  - (i) LRV HQT608 Folio 21, Plot 7 Rujumbura Block, Rukungiri Road, land at Bunura, measuring approximately 0.0350 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 1:11 PM vide Inst. No. 00016584 with a lease term of 25 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
  - (ii) LRV 4478 Folio 25, Plot 31 Margherita Road, land at Kasese Municipality, measuring approximately 0.066 Hectares, formerly registered in the

name of Crane Bank Ltd as the lessee on the 25<sup>th</sup> day of November 2013 at 9:02 AM vide Inst. No. 486050 with a lease term of 25 years from the 18<sup>th</sup> day of November 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (iii) LRV 4478 Folio 24, Plot 33 Margherita Road, land at Kasese Municipality, measuring approximately 0.066 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 25<sup>th</sup> day of November 2013 at 9:04 AM vide Inst. No. 486051 with a lease term of 25 years from the 18<sup>th</sup> day of November 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (iv) LRV HQT228 Folio 6, Plot 105 Busia Municipality Block, Customs Road, land at Sofia 'A' North East Busia Town Council, measuring approximately 0.0520 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 23<sup>rd</sup> day of September 2014 at 11:18 AM vide Inst. No. 00006771 with a lease term of 25 years from the 18<sup>th</sup> day of November 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (v) LRV HQT608 Folio 11, Plot 99 Samia Bugwe Block, Customs Road, land at Sofia 'A' Busia, measuring approximately 0.0370 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 2:30 PM vide Inst. No. 00016586 with a lease term of 25 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (vi) LRV KCCA104 Folio 2, Plot 1162 Kawempe Division Block 5, land at Mulago Kampala, measuring approximately 0.0300 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 20<sup>th</sup> day of July 2015 at 3:49 PM vide Inst. No. 00019275 with a lease term of 25 years from the 20<sup>th</sup> day of July 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (vii) LRV 4410 Folio 16, Plot 688 land at Nkumba, measuring approximately 0.049 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 10:52 AM vide Inst. No. KLA561602 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (viii) LRV 4410 Folio 14, Plot 893 land at Nkumba, measuring approximately 0.062 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 13<sup>th</sup> day of December 2012 at 12:06PM vide Inst. No. KLA561855 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (ix) LRV 4412 Folio 12, Plot 22 land at Kampala Road, Entebbe, measuring approximately 0.121 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:11PM vide Inst. No. KLA479280 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (x) LRV 1083 Folio 11, Plot 106 land at Kireka and Banda, measuring approximately 0.22 of an acre, formerly registered in the name of Crane Bank Ltd as the lessee on the 16<sup>th</sup> day of November 2007 at 9:15 AM vide Inst. No. KLA388294 with a lease term of 59 years from the 1<sup>st</sup> day of January 1980 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xi) LRV 4410 Folio 19, Plot 60 land at Nabingo, measuring approximately 0.10 acres, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 10:54 AM vide Inst. No. KLA561603 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xii) LRV 4410 Folio 20, Plot 61 land at Nabingo, measuring approximately 0.05 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:02 AM vide Inst. No. KLA561607 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xiii) LRV HQT688 Folio 1, Plot 846 Bulemezi Block 652, land at Luwero, measuring approximately 0.1210 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 28<sup>th</sup> day of January 2016 at 3:12 PM vide Inst. No. KLA00018451 with a lease term of 50 years from the 10<sup>th</sup> day of December 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xiv) LRV 4413 Folio 13, Plot 2A Broadway Road, land at Masaka, measuring approximately 0.261 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:54 PM vide Inst. No. KLA479297 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xv) LRV 4410 Folio 22, Plot 18 Jinja Road, land at Gulu & Nasuti Mukono, measuring approximately 0.045 hectares, formerly registered in the

name of Crane Bank Ltd as the lessee on the 13<sup>th</sup> day of December 2012 at 8:26 AM vide Inst. No. MK0141373 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xvi) LRV 4410 Folio 21, Plot 20A Jinja Road, land at Gulu & Nasuuti Mukono, measuring approximately 0.045 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 13<sup>th</sup> day of December 2012 at 8:24 AM vide Inst. No. MK0141371 with a lease term of 50 years from the 25<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xvii) LRV 4410 Folio 7, Plot 103 Customs Road, land at Samia Bugwe, Busia, measuring approximately 0.057 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:37 PM vide Inst. No. 479289 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xviii) LRV 4411 Folio 19, Plot 101 Customs Road, land at Busia, measuring approximately 0.055 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 14<sup>th</sup> day of December 2012 at 10:43 AM vide Inst. No. 479516 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xix) LRV 4411 Folio 25, Plot 1B Nlinda Road, land at Kampala, measuring approximately 0.13 acres, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:03 PM vide Inst. No. -479278 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xx) LRV 4410 Folio 15, Plot 93, land at Mengo Kampala, measuring approximately 0.05 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:10 AM vide Inst. No. KLA561611 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxi) LRV 4410 Folio 13, Plot 40, Lubas Road, land at Jinja, measuring approximately 0.128 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 4:05 PM vide Inst. No. 479301 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xxii) LRV 4410 Folio 5, Plot 80 & 82 Main Street, land at Iganga, measuring approximately 0.226 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 2:44 PM vide Inst. No. 479270 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxiii) LRV 4412 Folio 14, Plot 2Tanga Road, land at Malaba, measuring approximately 0.041 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:45 PM vide Inst. No. 479293 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxiv) LRV 4412 Folio 15, Plot 4 Tanga Road, land at Malaba, measuring approximately 0.048 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:59 PM vide Inst. No. 479299 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxv) LRV HQT608 Folio 23, Plot 4 Soroti Block Kennedy Square, Soroti Senior Quarters, land at Soroti, measuring approximately 0.2990 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 2:59 PM vide Inst. No. 00016592 with a lease term of 50 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxvi) LRV 4411 Folio 16, Plot 40 Main Street, land at Hoima, measuring approximately 0.046 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 2:53 PM vide Inst. No. 479274 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxvii) LRV 4421 Folio 3, Plots 44 & 46 Kamwenge Road, land at Bufunda Main Street, Ibanda, measuring approximately 0.090 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 14<sup>th</sup> day of January 2013 at 4:10 PM vide Inst. No. 480423 with a lease term of 49 years from the 27<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxviii) LRV HQT608 Folio 25, Plots 143 Kabale Municipality Block, Kabale Road, land at Kabale, measuring approximately 0.0460 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 3:02 PM vide Inst. No. 00016594 with a lease term of

50 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xxix) LRV HQT608 Folio 24, Plots 145 Kabale Municipality Block, Kabale Road, land at Kabale, measuring approximately 0.0460 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 3:00 PM vide Inst. No. 00016593 with a lease term of 50 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxx) LRV 4420 Folio 15, Plot 5 Kabula Block 76, land at Masaka, measuring approximately 0.16 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 14<sup>th</sup> day of December 2012 at 11:52 AM vide Inst. No. MSK955955 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxi) LRV 4410 Folio 6, Plot 55 Main Street Jinja, land at Jinja, measuring approximately 0.091 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 2:48PM vide Inst. No.479272 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxii) LRV 4453 Folio 14, Plot 18 Old Kabale Road, land at Park ward Eastern Division, Ntungamo, measuring approximately 0.044 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 24<sup>th</sup> day of July 2013 at 10:56AM vide Inst. No.484008 with a lease term of 49 years from the 20<sup>th</sup> day of July 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxiii) LRV 4409 Folio 19, Plot 54 Nyabushozi Block 68, land at Rushere, Kiruhura, measuring approximately 0.055 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:27PM vide Inst. No.479285 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxiv) LRV 4410 Folio 9, Plot 52 Nyabushozi Block 68, land at Rushere, Kenshunga, measuring approximately 0.046 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:42PM vide Inst. No.479291 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxv) LRV 4410 Folio 8, Plot 1 Adumi Road, land at Arua, measuring approximately 0.062 Hectares, formerly registered in the name of

Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 2:39PM vide Inst. No.479268 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

(xxxvi) LRV 4412 Folio 10, Plot 51 High Street Mbarara, land at Mbarara, measuring approximately 0.047 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 2:57PM vide Inst. No.479276 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

(xxxvii) LRV HQ1608 Folio 22, Plot 38 Soroti Block Gweri, land at Soroti Central Ward, measuring approximately 0.1070 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 2:58PM vide Inst. No.00016591 with a lease term of 50 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

(xxxviii) LRV 4453 Folio 15, Plot 11 Babiiha Road, land at Bazar South, Kabarole measuring approximately 0.04 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 24<sup>th</sup> day of July 2013 at 10:58AM vide Inst. No.484009 with a lease term of 50 years from the 20<sup>th</sup> day of July 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

(xxxix) LRV 4456 Folio 15, Plot 4360, Kyadondo Block 208, land at Kawempe, Kampala measuring approximately 0.101 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:14AM vide Inst. No.KLA561613 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

(xl) LRV 4494 Folio 10, Plot 387, Kibuga Block 18, land at Natete, Kampala measuring approximately 0.12 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:22AM vide Inst. No.KLA561617 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

(xli) LRV 4410 Folio 18, Plot 388, Kibuga Block 18, land at Natete, Kampala measuring approximately 0.11 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:06AM vide Inst. No.KLA561609 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xlii) LRV 4410 Folio 12, Plot 52, Masindi Port Road, land at Masindi, measuring approximately 0.046 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:31PM vide Inst. No.479287 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xliii) LRV 4411 Folio 18, Plot 1419, Kibuga Block 5, land at Mulago, Kampala, measuring approximately 0.047 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:24PM vide Inst. No. KLA561618 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xliv) LRV 4411 Folio 17, Plot 1463, Kibuga Block 5, land at Mulago, Kampala, measuring approximately 0.067 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:30PM vide Inst. No. KLA561621 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xlv) LRV 4410 Folio 17, Plot 817, Kibuga Block 10, land at Nakulabye, Kampala, measuring approximately 0.03 acres, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:18AM vide Inst. No. KLA561615 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xlvi) LRV 4410 Folio 11, Plot 1, Fort Portal Road, land at Cell 0, Bushenyi, measuring approximately 0.052hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:22 PM vide Inst. No. 479283 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee
- (xlvii) LRV 4412 Folio 11, Plot 7, Luthuli Lane, land at Bugolobi, Kampala, measuring approximately 0.111 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 4:09 PM vide Inst. No. 479303 with a lease term of 70 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee
- (xlviii) LRV 4567 Folio 24, Plot 54, Masindi Port Road, land at Masindi, measuring approximately 0.046 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:49 PM vide Inst. No. 479295 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of



**DFCU Bank Ltd, the first defendant herein as the lessee**, herein after referred to as the "suit properties".

5. The Plaintiff brings this suit in its capacity as the registered owner of the freehold and Mailo interests, the subject of leases constituting the suit properties;
  - i) against the 1<sup>st</sup> Defendant on account of illegality and fraud committed by the 1<sup>st</sup> Defendant in the transfer of the leases on the suit properties into its name, taking of possession and further on account of trespass on the suit properties and,
  - ii) against the 2<sup>nd</sup> defendant for illegally effecting a transfer of the suit properties into the names of the 1<sup>st</sup> defendant and for purposes of enforcement and effectuation of some of the orders sought in this suit.
  
6. The Plaintiff therefore seeks the following reliefs;
  - i) A declaration that the Plaintiff, as the registered proprietor of the freehold/Mailo interests in the suit properties described herein below has the right to consent or otherwise to any taking of possession and transfer of the leasehold interest to any third party.
  - ii) A declaration that the parting with possession and transfer of the leasehold interests in the suit properties from Crane Bank Limited into the names of the 1<sup>st</sup> Defendant was tainted with illegality and fraud and is therefore invalid.
  - iii) A declaration that the transfer of the leasehold interests in the suit properties to the 1<sup>st</sup> Defendant and taking of possession of the same by the 1<sup>st</sup> Defendant, without the prior written consent of the Plaintiff rendered the leases illegal and invalid.
  - iv) A declaration that there is no longer any valid leases in respect of the suit properties.
  - v) A declaration that the occupation and continued utilization of the suit properties by the 1<sup>st</sup> Defendant constitutes trespass.
  - vi) A declaration that the Plaintiff as the registered proprietor of the freehold/Mailo interest in the suit properties is entitled to vacant possession of the suit properties.

- vii) An order directing the 2<sup>nd</sup> Defendant to cancel the registration of the 1<sup>st</sup> Defendant as proprietor of the leasehold interests in respect of the suit properties.
- viii) An order directing the 2<sup>nd</sup> Defendant to cancel the leasehold titles in respect of the suit properties.
- ix) An order directing the 2<sup>nd</sup> Defendant to cancel the entry of the leasehold interest as an encumbrance on all the Plaintiff's freehold/Mailo titles.
- x) An order directing the 1<sup>st</sup> Defendant to forthwith vacate the suit properties.
- xi) An order of a permanent injunction restraining the 1<sup>st</sup> Defendant, its agents and servants from continued trespass on the suit properties.
- xii) General Damages.
- xiii) Mesne profits.
- xiv) Interest of 20% p.a on (xiii) above from the date of judgment till payment in full.
- xv) Costs of the suit.

7. The facts constituting the Plaintiff's cause of action against the Defendants arose as here under;-

- a) The Plaintiff is the current registered proprietor of the freehold and Mailo interests in land comprised in and known as;
  - (i) **FRV HQT152 Folio 14 also known as Block (Road) Rukungiri, Plot 7 at Banura measuring approximately 0.0350Ha. Registered in the name of the plaintiff on the 18<sup>th</sup> day of July 2014 at 10:14AM vide Inst. No 00005488.**
  - (ii) **FRV 1449 Folio 22 and known as Plot 31 Magherita Road, Kasese Municipality measuring approximately 0.066Hectares registered in the name of the plaintiff on the 6<sup>th</sup> day of November 2013 at 11:46AM vide Inst. No 485796.**
  - (iii) **FRV 1449 Folio 21 and known as Plot 33 Magherita Road, Kasese Municipality measuring approximately**

0.066 Hectares registered in the name of the plaintiff on the 6<sup>th</sup> day of November 2013 at 11:42AM vide Inst. No 485795.

- (iv) FRV HQT158 Folio 25 and known as Block (Road) Customs road Plot 99 at 'SOFIA A', Samia Bugwe, Busia District, Land measuring approximately 0.0370 Ha. registered in the name of the plaintiff on the 10<sup>th</sup> day of June 2014 at 4:48PM vide Inst. No 00005035.
- (v) FRV 1388 Folio 5 and known as 105 Customs Road at SOFIA 'A' North East, Busia Town Council, Samia Bugwe, measuring approximately 0.052Ha. registered in the name of the plaintiff on the 29<sup>th</sup> day of November 2013 at 10:52 vide Inst. No 00002165.
- (vi) Kibuga Block 5 Plot 1162 land at Mulago, measuring approximately 0.03Ha, registered in the name of the plaintiff on the 22<sup>nd</sup> January 2015 at 3:42PM vide Inst. No KCCA-00013746.
- (vii) Busiro Block 438 Plot 688, Land at Sabaddu, Abayita Ababiri, measuring approximately 0.049Ha. registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 10:50AM under Instrument No. KLA561601.
- (viii) Busiro Block 438 Plot 893, Land at Sabaddu, Abayita Ababiri, measuring approximately 0.062Ha. registered in the names of the Plaintiff on the 13<sup>th</sup> day of December 2012 at 12:04PM under Instrument No. KLA561854.
- (ix) FRV 1278 Folio 15 also known as Plot 22, Kampala Road, Entebbe, measuring approximately 0.121Ha registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 3:07PM under Instrument No. 479279.
- (x) Kyadondo Block 232 Plot 106 Land at Sabaddu Kireka-Banda, measuring approximately 0.09Ha registered in the names of the Plaintiff on the 16<sup>th</sup> day of January 2013 at 8:48AM under Instrument No. KLA564824.
- (xi) Busiro Block 333, Plot 60 Kyengera, measuring approximately 0.10Ha registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 10:54AM under Instrument No. KLA561605.

- (xii) **Busiro Block 333, Plot 61 measuring approximately 0.05Ha Land at West Buganda, Sabaddu, Nabingo, Kyengera, registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 10:00AM under Instrument No. KLA561606.**
- (xiii) **FRV 1462 Folio 23, Bulemezi Plot 846, Block 652 Luwero, measuring approximately 0.121Ha, registered in the names of the Plaintiff on the 19<sup>th</sup> February 2014 at 4:20PM under Instrument No. 00003134.**
- (xiv) **FRV 1285 Folio 1, Plot 2A Broadway Road, Masaka Municipality, measuring approximately 0.261Ha registered in the names of the Plaintiff on the 12<sup>th</sup> of December 2012 at 3:52PM under Instrument No. 479296.**
- (xv) **Kyaggwe Block 530 Plot 18 Jinja road, Mutuba IV, Land at Gulu & Nasuuti, Kyaggwe, Mukono, measuring approximately 0.045Ha. registered in the names of the Plaintiff on the 13<sup>th</sup> day of December 2012 at 8:25Am under Instrument No. MKO141372.**
- (xvi) **Kyaggwe Block 530 Formerly 193, Plot 20A, East Buganda, Mutuba IV Land at Gulu & Nabuti Mukono, measuring approximately 0.045Ha, registered in the names of the Plaintiff on the 13<sup>th</sup> day of December 2012 at 8:23Am under Instrument No. MKO141370.**
- (xvii) **Kibuga Block 7 Plot 93, Land at Mengo, Ndeeba, measuring approximately 0.05Ha, registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 11:08AM under Instrument No. KLA561610.**
- (xviii) **FRV 832 Folio 10 Plot 1B, Ntinda Road, Nakawa, measuring approximately 0.13Acres, Kyadondo registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 3:01PM under Instrument No. 479277.**
- (xix) **FRV 1182 Folio 3 Plot 101 Customs Road, Busia, Plot 103, Customs Road, Busia Municipality, measuring approximately 0.055Ha registered in the names of the Plaintiff on the 14<sup>th</sup> day of December 2012 at 10:42AM under Instrument No. 479515.**
- (xx) **FRV 711 Folio 7 Plot 103, Customs Road, Samia Bugwe, Busia measuring approximately 0.057Ha registered in the names**

of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 3:33PM under Instrument No. 479288.

- (xxi) FRV 1214 Folio 21, Plots 80-82 Main Street, Iganga Municipality, measuring approximately 0.226Ha registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 2:42PM under Instrument No. 479269.
- (xxii) FRV :1214 Folio 23 Plot 40 Lubas Road, Jinja, measuring approximately 0.128Ha registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 4:03PM under Instrument No. 479300.
- (xxiii) FRV 1280 Folio 23, Plot 2, Tanga Road, Malaba town, Tororo District measuring approximately 0.041 Hectares registered in the names of the Plaintiff on 12<sup>th</sup> day of December 2012 at 3:44 PM under instrument no 479292.
- (xxiv) FRV 1280 Folio 24, Plot 4, Tanga Road Malaba Town Council, Tororo District measuring approximately 0.048Ha registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 3:56PM under Instrument No. 479298.
- (xxv) FRV HQT579 Folio 22 Block(Road) Keneddy Square, Plot 4 at Soroti Senior Quarters, registered in the names of the Plaintiff on the 4<sup>th</sup> day of November 2015 at 9:55AM under Instrument No.00016559.
- (xxvi) FRV 1228 Folio 17, Plot 40, Main Street at Park Cell, Central Kahooru Hoima Municipality, registered in the names of the Plaintiff on the 12<sup>th</sup> day of December 2012 at 2:51PM under Instrument No.479273.
- (xxvii) FRV 1334 Folio 13, Plot 44 & 46 Kamwenge Road, at Main Street Bufunda, Ibanda, measuring approximately 0.090Ha registered in the names of the Plaintiff on the 14<sup>th</sup> day of January 2013 at 4:01AM under Instrument No.480422.
- (xxviii) FRV HQT562 Folio 18, Plot 143, Kabale, measuring approximately 0.0460 hectares registered in the name of the plaintiff on 4<sup>th</sup> day of November 2015 at 9.57am vide Inst. No. 00016560.
- (xxix) FRV HQT562 Folio 17, Plot 145 at Kabale measuring approximately 0.0460 hectares registered in the name of the

plaintiff on 4<sup>th</sup> day of November 2015 at 10.00am vide Inst. No. 00016561.

- (xxx) Kabula Block 76 Plot 5 , Masaka measuring approximately 0.16 Hectares registereing in the name of the Plaintiff on the 14<sup>th</sup> day of December 2012 at 11:50 am vide Inst. No MSK 955954.
- (xxxii) FRV 1250 Folio 10 Plot 51, High Street Mbarara, measuring approximately 0.047 Hectares registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 2:55 pm vide Inst.No 479275.
- (xxxiii) FRV 1420 Folio 4 Plot 18, Old Kabale Road, Ntungamo, measuring approximately 0.044 Hectares registered in the name of the plaintiff on the 24<sup>th</sup> day of July 2013 at 10:54 Am vide Inst.No 484007.
- (xxxiiii) FRV 1037 Folio 6, Plot 52 Block 68 Rushere, measuring approximately 0.046 Hectares registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 3:40 Pm vide Inst.No 479290.
- (xxxv) FRV 975 Folio 15 Plot 54 Byabushozi Block 68, Rushere, measuring approximately 0.055 Hectares registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 3:24 Pm vide; Inst.No 479284.
- (xxxvi) FRV 1242 Folio 3, Plot 1 Adumi Road, Arua, measuring approximately 0.062 Hectares registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 2:37 Pm vide Inst.No 479267.
- (xxxvii) FRV 1214 Folio 22, Plot 55, Main Street Jinja, measuring approximately 0.091 Hectares registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 2:46 Pm vide Inst.No 479271.
- (xxxviii) FRV HQT579 Folio 24, Plot 38, Gweri Road, Soroti Central Ward, measuring approximately 0.1070 Hectares registered in the name of the plaintiff on the 4<sup>th</sup> day of November 2015 at 9:53 AM vide Inst.No 00016558.
- (xxxix) FRV 1420 Folio 3, Plot 11, Babiha Road Fortportal, measuring approximately 0.040 Hectares registered in the

name of the plaintiff on the 24<sup>th</sup> day of July 2013 at 10:46 AM  
vide Inst. No 484003.

- (xxxix) Kyadondo Block 208, Plot 4360, land at Kawempe, measuring approximately 0.101 Hectares registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 11:12 AM vide Inst. No KLA561612.
- (xi) Kibuga Plot 387 Block 18, Mengo, Natete, land at Natete, measuring approximately 0.12Ha, registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 11:20 AM vide Inst. No KLA561616.
- (xli) Kibuga Mengo, Block 388 Block 18 land at Natete, measuring approximately 0.11Ha. Registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 11:04 AM vide Inst. No KLA561608.
- (xlii) FRV 1264 Folio 9, Plot 52, Masindi Port Road, measuring approximately 0.046Ha, registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 3:29PM vide Inst. No 479286.
- (xliii) Kibuga Block 5 Plot 1419, land at Mulago- Kalerwe, measuring approximately 0.047 Ha. registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 11:24AM vide Inst. No KLA561618.
- (xliv) Kibuga Block 5 Plot 1463 land at Mulago-Kalerwe, measuring approximately of 0.067 Ha registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 11:28AM vide Inst. No KLA561620.
- (xlv) Kibuga Block 817 Block 10, Nakulabye, measuring approximately 0.03Ha registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 11:16AM vide Inst. No KLA561614.
- (xlvi) FRV 1217 Folio 4, Plot 1 Fortportal Road at Cell 0, Ward 4, Igara-Bushenyi Ishaka, measuring approximately 0.052Ha, registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 3:20PM vide Inst. No. 479282.
- (xlvii) FRV 1316 Folio 14, Plot 7, Luthuli Lane Kampala, Bugolobi measuring approximately 0.111 of an Hec., registered in the

*name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 4:07PM vide Inst. No 479302.*

(xlviii) *FRV 1234 Folio 1, Plot 52, Masindi Port Road, land at Masindi Municipality, measuring approximately 0.046Ha. registered in the name of the plaintiff on the 12<sup>th</sup> day of December 2012 at 3:47 vide Inst. No 479294, having obtained the suit properties for valuable consideration. (Copies of the Duplicate Certificates of title are hereto attached and collectively marked as "A1-A48").*

C) Between 2012 to 2016, the Plaintiff and Crane Bank Limited (now in receivership) executed several lease agreements and variation of lease agreements, whereof the Plaintiff leased the suit properties to the said Crane Bank Limited (now in receivership) (**herein after referred to as CBL**) for different lease terms and the said leases were duly registered as encumbrances on the Plaintiff's freehold and Mailo interest, whereof the lease titles were processed and issued to CBL as such to wit;

- (i) LRV HQT608 Folio 21, Plot 7 Rujumbura Block, Rukungiri Road, land at Bunura, measuring approximately 0.0350 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 1:11 PM vide Inst. No. 00016584 with a lease term of 25 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (ii) LRV 4478 Folio 25, Plot 31 Margherita Road, land at Kasese Municipality, measuring approximately 0.066 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 25<sup>th</sup> day of November 2013 at 9:02 AM vide Inst. No. 486050 with a lease term of 25 years from the 18<sup>th</sup> day of November 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (iii) LRV 4478 Folio 24, Plot 33 Margherita Road, land at Kasese Municipality, measuring approximately 0.066 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 25<sup>th</sup> day of November 2013 at 9:04 AM vide Inst. No. 486051 with a lease term of 25 years from the 18<sup>th</sup> day of November 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (iv) LRV HQT228 Folio 6, Plot 105 Busia Municipality Block, Customs Road, land at Sofia 'A' North East Busia Town Council, measuring approximately 0.0520 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 23<sup>rd</sup> day of September 2014 at 11:18 AM vide Inst. No. 00006771 with a lease term of 25 years from the



18<sup>th</sup> day of November 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (v) LRV HQT608 Folio 11, Plot 99 Samia Bugwe Block, Customs Road, land at Sofia 'A' Busia, measuring approximately 0.0370 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 2:30 PM vide Inst. No. 00016586 with a lease term of 25 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (vi) LRV KCCA104 Folio 2, Plot 1162 Kawempe Division Block 5, land at Mulago Kampala, measuring approximately 0.0300 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 20<sup>th</sup> day of July 2015 at 3:49 PM vide Inst. No. 00019275 with a lease term of 25 years from the 20<sup>th</sup> day of July 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (vii) LRV 4410 Folio 16, Plot 688 land at Nkumba, measuring approximately 0.049 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 10:52 AM vide Inst. No. KLA561602 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (viii) LRV 4410 Folio 14, Plot 893 land at Nkumba, measuring approximately 0.062 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 13<sup>th</sup> day of December 2012 at 12:06PM vide Inst. No. KLA561855 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (ix) LRV 4412 Folio 12, Plot 22 land at Kampala Road, Entebbe, measuring approximately 0.121 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:11PM vide Inst. No. KLA479280 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (x) LRV 1083 Folio 11, Plot 106 land at Kireka and Banda, measuring approximately 0.22 of an acre, formerly registered in the name of Crane Bank Ltd as the lessee on the 16<sup>th</sup> day of November 2007 at 9:15 AM vide Inst. No. KLA388294 with a lease term of 59 years from the 1<sup>st</sup> day of January 1980 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xi) LRV 4410 Folio 19, Plot 60 land at Nabingo, measuring approximately 0.10 acres, formerly registered in the name of Crane Bank Ltd as the

lessee on the 12<sup>th</sup> day of December 2012 at 10:54 AM vide Inst. No. KLA561603 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xii) LRV 4410 Folio 20, Plot 61 land at Nabingo, measuring approximately 0.05 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:02 AM vide Inst. No. KLA561607 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xiii) LRV HQT688 Folio 1, Plot 846 Bulemezi Block 652, land at Luwero, measuring approximately 0.1210 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 28<sup>th</sup> day of January 2016 at 3:12 PM vide Inst. No. KLA00018451 with a lease term of 50 years from the 10<sup>th</sup> day of December 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xiv) LRV 4413 Folio 13, Plot 2A Broadway Road, land at Masaka, measuring approximately 0.261 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:54 PM vide Inst. No. KLA479297 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xv) LRV 4410 Folio 22, Plot 18 Jinja Road, land at Gulu & Nasuuti Mukono, measuring approximately 0.045 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 13<sup>th</sup> day of December 2012 at 8:26 AM vide Inst. No. MK0141373 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xvi) LRV 4410 Folio 21, Plot 20A Jinja Road, land at Gulu & Nasuuti Mukono, measuring approximately 0.045 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 13<sup>th</sup> day of December 2012 at 8:24 AM vide Inst. No. MK0141371 with a lease term of 50 years from the 25<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xvii) LRV 4410 Folio 7, Plot 103 Customs Road, land at Samia Bugwe, Busia, measuring approximately 0.057 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:37 PM vide Inst. No. 479289 with a lease term of 50 years from

the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xviii) LRV 4411 Folio 19, Plot 101 Customs Road, land at Busia, measuring approximately 0.055 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 14<sup>th</sup> day of December 2012 at 10:43 AM vide Inst. No. 479516 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xix) LRV 4411 Folio 25, Plot 1B Ninda Road, land at Kampala, measuring approximately 0.13 acres, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:03 PM vide Inst. No. 479278 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xx) LRV 4410 Folio 15, Plot 93, land at Mengo Kampala, measuring approximately 0.05 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:10 AM vide Inst. No. KLA561611 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxi) LRV 4410 Folio 13, Plot 40, Lubas Road, land at Jinja, measuring approximately 0.128 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 4:05 PM vide Inst. No. 479301 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxii) LRV 4410 Folio 5, Plot 80 & 82 Main Street, land at Iganga, measuring approximately 0.226 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 2:44 PM vide Inst. No. 479270 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxiii) LRV 4412 Folio 14, Plot 2 Tanga Road, land at Malaba, measuring approximately 0.041 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:45 PM vide Inst. No. 479293 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxiv) LRV 4412 Folio 15, Plot 4 Tanga Road, land at Malaba, measuring approximately 0.048 Hectares, formerly registered in the name of

Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:59 PM vide Inst. No. 479299 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xxv) LRV HQT608 Folio 23, Plot 4 Soroti Block Kennedy Square, Soroti Senior Quarters, land at Soroti, measuring approximately 0.2990 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 2:59 PM vide Inst. No. 00016592 with a lease term of 50 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxvi) LRV 4411 Folio 16, Plot 40 Main Street, land at Hoima, measuring approximately 0.046 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 2:53 PM vide Inst. No. 479274 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxvii) LRV 4421 Folio 3, Plots 44 & 46 Kamwenge Road, land at Bufunda Main Street, Ibanda, measuring approximately 0.090 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 14<sup>th</sup> day of January 2013 at 4:10 PM vide Inst. No. 480423 with a lease term of 49 years from the 27<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxviii) LRV HQT608 Folio 25, Plots 143 Kabale Municipality Block, Kabale Road, land at Kabale, measuring approximately 0.0460 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 3:02 PM vide Inst. No. 00016594 with a lease term of 50 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxix) LRV HQT608 Folio 24, Plots 145 Kabale Municipality Block, Kabale Road, land at Kabale, measuring approximately 0.0460 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of November 2015 at 3:00 PM vide Inst. No. 00016593 with a lease term of 50 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxx) LRV 4420 Folio 15, Plot 5 Kabula Block 76, land at Masaka, measuring approximately 0.16 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 14<sup>th</sup> day of December 2012 at 11:52 AM vide Inst. No. MSK955955 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xxxix) LRV 4410 Folio 6, Plot 55 Main Street Jinja, land at Jinja, measuring approximately 0.091 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 2:48PM vide Inst. No.479272 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxvii) LRV 4453 Folio 14, Plot 18 Old Kabale Road, land at Park ward Eastern Division, Ntungamo, measuring approximately 0.044 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 24<sup>th</sup> day of July 2013 at 10:56AM vide Inst. No.484008 with a lease term of 49 years from the 20<sup>th</sup> day of July 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxviii) LRV 4409 Folio 19, Plot 54 Nyabushozi Block 68, land at Rushere, Kiruhura, measuring approximately 0.055 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:27PM vide Inst. No.479285 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxix) LRV 4410 Folio 9, Plot 52 Nyabushozi Block 68, land at Rushere, Kenshunga, measuring approximately 0.046 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:42PM vide Inst. No.479291 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xl) LRV 4410 Folio 8, Plot 1 Adumi Road, land at Arua, measuring approximately 0.062 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 2:39PM vide Inst. No.479268 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xli) LRV 4412 Folio 10, Plot 51 High Street Mbarara, land at Mbarara, measuring approximately 0.047 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 2:57PM vide Inst. No.479276 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xlii) LRV HQT608 Folio 22, Plot 38 Soroti Block Gweri, land at Soroti Central Ward, measuring approximately 0.1070 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 5<sup>th</sup> day of

November 2015 at 2:58PM vide Inst. No.00016591 with a lease term of 50 years from the 19<sup>th</sup> day of October 2015 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xxxviii) LRV 4453 Folio 15, Plot 11 Babiha Road, land at Bazar South, Kabarole measuring approximately 0.04 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 24<sup>th</sup> day of July 2013 at 10:58AM vide Inst. No.484009 with a lease term of 50 years from the 20<sup>th</sup> day of July 2013 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xxxix) LRV 4456 Folio 15, Plot 4360, Kyadondo Block 208, land at Kawempe, Kampala measuring approximately 0.101 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:14AM vide Inst. No.KLA561615 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xi) LRV 4494 Folio 10, Plot 387, Kibuga Block 18, land at Natete, Kampala measuring approximately 0.12 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:22AM vide Inst. No.KLA561617 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xii) LRV 4410 Folio 18, Plot 388, Kibuga Block 18, land at Natete, Kampala measuring approximately 0.11 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:06AM vide Inst. No.KLA561609 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xlii) LRV 4410 Folio 12, Plot 52, Masindi Port Road, land at Masindi, measuring approximately 0.046 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:31PM vide Inst. No.479287 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xlili) LRV 4411 Folio 18, Plot 1419, Kibuga Block 5, land at Mulago, Kampala, measuring approximately 0.047 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:24PM vide Inst. No. KLA561618 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

- (xliv) LRV 4411 Folio 17, Plot 1463, Kibuga Block 5, land at Mulago, Kampala, measuring approximately 0.067 Hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:30PM vide Inst. No. KLA561621 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xliv) LRV 4410 Folio 17, Plot 817, Kibuga Block 10, land at Nakulabye, Kampala, measuring approximately 0.03 acres, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 11:18AM vide Inst. No. KLA561615 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xlvi) LRV 4410 Folio 11, Plot 1, Fort Portal Road, land at Cell 0, Bushenyi, measuring approximately 0.052 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:22 PM vide Inst. No. 479283 with a lease term of 49 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee
- (xlvi) LRV 4412 Folio 11, Plot 7, Luthuli Lane, land at Bugolobi, Kampala, measuring approximately 0.111 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 4:09 PM vide Inst. No. 479303 with a lease term of 70 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.
- (xlviii) LRV 4567 Folio 24, Plot 54, Masindi Port Road, land at Masindi, measuring approximately 0.046 hectares, formerly registered in the name of Crane Bank Ltd as the lessee on the 12<sup>th</sup> day of December 2012 at 3:49 PM vide Inst. No. 479295 with a lease term of 50 years from the 7<sup>th</sup> day of December 2012 and currently registered in the name of DFCU Bank Ltd, the first defendant herein as the lessee.

*(Copies of the Leasehold titles and Copies of the Lease agreements and variation are hereto attached and collectively marked as "B1-B48" Respectively).*

- D) Pursuant to the terms of the lease agreements and variation of the lease agreements, CBL covenanted to pay a sum of **US \$6,000/= (United States Dollars, Six Thousand Only)** as ground rent for each of the properties effective on or before the 1<sup>st</sup> day of January of every year.
- E) The lease agreements further provided that the Plaintiff had the option to review the ground rent after the expiration of three years.

- F) CBL, being the lessee of the suit properties covenanted not to part with possession of the demised land, which constitutes the suit properties herein, without the prior written consent of the Plaintiff, the Lessor thereof. **(Reference shall be made clause 3(f) of each of the main lease agreements which form part of the Lease agreements herein attached and collectively marked as "B1-B48")**.
- G) It was further agreed between the Plaintiff (lessor) and CBL (lessee) under the various lease agreements that in case of any breach, non-performance or non-observance by the Lessee/CBL of the covenants under the lease agreements; then in any case it would be lawful for the Plaintiff/ Lessor at anytime thereafter and with recourse to court, to re-enter into and upon the property and that the term thereby created by the lease agreement would be absolutely determined and the Plaintiff would be entitled to repossess and enjoy the suit properties.
- H) It was further agreed between the plaintiff (Lessor) and CBL (Lessee) that anything done contrary to the terms of the lease agreements would forthwith cease the Lessee's rights or interests in the suit properties, without prejudice to the Lessor's entitlement to rent unpaid and due. **See clause 5(ii) of each of the main lease agreements which form part of the Lease titles herein attached and collectively marked as "B1-B48"**.
- I) On the **20<sup>th</sup> day of October 2016**, Bank of Uganda took over management of Crane Bank Limited under Statutory management and on the **24<sup>th</sup> day of January 2017**, Crane Bank Ltd was placed under receivership and on the **25<sup>th</sup> day of January 2017**, Bank of Uganda represented that it had sold and transferred all the assets and liabilities of CBL to the 1<sup>st</sup> Defendant, which without consent from the Plaintiff, took possession of the suit properties. **(Copies of the News paper notices by Bank of Uganda and the 1<sup>st</sup> defendant are hereto attached and marked as annexure "C1 & C2")**.
- J) The Plaintiff avers that the leasehold interest in the suit properties could only be transferred and possession parted with in favour of the 1<sup>st</sup> Defendant, subject to prior written consent of the Plaintiff as the lessor therein of the suit properties, required the 1<sup>st</sup> Defendant to seek its consent before causing a transfer of the suit properties into its name, and before taking possession thereof, in accordance with the terms of the respective lease agreements.
- K) Through a subsequent search at the relevant land registries, the Plaintiff discovered that; without its prior written consent, the 1<sup>st</sup> Defendant had in addition to taking possession of the suit properties, caused the



leasehold interests to be transferred into its names and had been registered thereon as the proprietor of the leasehold interest. **The Plaintiff shall at the trial rely on Copies of the search statements.**

L) At the time of the execution of the transfers in favour of the 1<sup>st</sup> Defendant and at the time of causing the transfer of the leasehold interest into the names of the 1<sup>st</sup> Defendant and to date, the registration of the Plaintiff as proprietor of the freehold/Mailo interest was and is still intact, a fact that the 1<sup>st</sup> Defendant was aware of or could have ascertained by way of a simple search. **Copies of the search statements confirming the proprietorship of the freehold/Mailo interest shall be relied on at trial".**

8. The Plaintiff avers that the 2<sup>nd</sup> Defendant, well aware of the existing lease agreements, and the conditions therein including the requirement for obtaining prior written consent from the Plaintiff as the lessor, before any transfer of the leases and parting with possession thereof, nonetheless proceeded to illegally transfer and register the 1<sup>st</sup> Defendant as lessee of the suit properties, without any consent or authorization from the Plaintiff as required under the various lease agreements.

9. The Plaintiff further avers and contends that;

i) That the right to sell and transfer of the leases in respect of the suit properties was subject to the terms of the leases that had been executed by CBL, as the lessee and the Plaintiff as the lessor.

ii) The 1<sup>st</sup> Defendant knowingly connived with the 2<sup>nd</sup> Defendant to have the leases transferred into its names without seeking and obtaining the mandatory written consent from the Plaintiff.

iii) The 1<sup>st</sup> Defendant was bound by the terms of the then existing lease relationship between CBL and the Plaintiff including the requirement for consent to transfer and parting with possession.

iv) The 1<sup>st</sup> defendant could only acquire a valid transfer of the leases and legal possession of the same upon prior written consent of the lessor being the Plaintiff, without which consent, the transfer and possession was void abinitio.

10. The Plaintiff avers that the process of acquisition and transfer of the leases in respect of the suit properties was tainted with illegality and fraud on the part of the 1<sup>st</sup> and 2<sup>nd</sup> Defendant, which renders the registration of the 1<sup>st</sup> Defendant as a lessee null and void.

**Particulars of illegality against the Defendants.**

- a) The 1<sup>st</sup> Defendant failing and or omitting to ascertain the requirement for prior written consent before any transfer of the leases, which was evident from the terms of the leases, and or knowingly ignoring the same.
- b) The 1<sup>st</sup> Defendant knowingly, failing to cause a search to ascertain the proprietorship of the freehold/mailo interest from which the leases emanated to ascertain from whom to obtain the requisite consent or having known the same and failing to obtain the said consent.
- c) The 1<sup>st</sup> Defendant knowingly taking possession of the suit properties and procuring a transfer of the leases in respect of the suit properties without seeking and obtaining the requisite consent from the plaintiff.
- d) The 1<sup>st</sup> Defendant knowingly concealing the proper valuation and consideration for the suit properties for purposes of under payment of the requisite stamp duty.
- e) The 2<sup>nd</sup> Defendant registering the 1<sup>st</sup> Defendant on the suit properties as lessee, without any prior written consent from the Plaintiff as the lessor thereof being presented to it by the 1<sup>st</sup> Defendant, thereby condoning an obvious illegality.

**Particulars of Fraud against the 1<sup>st</sup> Defendant**

- a) The 1<sup>st</sup> Defendant refusing and or failing to ensure that there is prior written consent from the Plaintiff (lessor) as required under the lease agreements before any transfer or taking of possession.
- b) The 1<sup>st</sup> Defendant failing or deliberately refusing to cause a search at the land registry to ascertain the proprietorship of titles and requisites under the respective lease agreements.
- c) The 1<sup>st</sup> Defendant deliberately concealing the consideration of the suit properties in order to facilitate an undervaluation thereby cheating/defrauding Government of its revenue by way of paying less stamp duty.

11. The Plaintiff avers that the transfer of the leases in respect of the suit properties and the taking of possession, both legal and physical, of the suit properties by the 1<sup>st</sup> Defendant without obtaining the requisite consent process effectively determined the lease, rendered the

transfer illegal for which the Plaintiff is entitled to an order for cancellation of the of title of the 1<sup>st</sup> Defendant and vacant possession by way of eviction from the suit properties.

12. The Plaintiff also avers that the illegal transfer and taking over of possession of the suit properties by the 1<sup>st</sup> Defendant, and its continued occupation and use of the suit properties has deprived the Plaintiff of the use and commercial benefit from the suit properties for which the Plaintiff shall claim mesne profits.

13. The Plaintiff avers that the leases held by the 1<sup>st</sup> Defendant are illegal, unlawful; were secured through fraudulent means and are meant to deprive it of its proprietary rights on the land, whereof it prays that the same be cancelled.

14. The Plaintiff avers that the transfers and registration of the 1<sup>st</sup> Defendant having been illegal and unlawful, the 1<sup>st</sup> Defendant had no right to occupy the suit properties and its continued occupation amounts to continuous trespass for which the Plaintiff shall pray for general damages.

15. The Plaintiff also avers that the continued occupation of the suit properties by the 1<sup>st</sup> Defendant has caused the Plaintiff great inconvenience, loss of income, as it could have rented all the suit premises to various people and obtained income but due to the Defendant's actions, the Plaintiff was deprived of its rights to deal with the property and therefore the 1<sup>st</sup> Defendant is liable to pay damages.

16. That a notice of intention to vacate the premises and Plaintiff's intention to seek legal redress was served on the 1<sup>st</sup> Defendant which refused to take heed.

17. That in view of the remedies sought, the suit properties being variously situate in and all around Uganda, the actions of the Defendants complained of having been effected in Uganda and the lease agreements and variation of leases having been executed in Kampala, the value of which far exceeds **UGX 50,000,000/= (Uganda Shillings Fifty Million)**, this Honourable Court has the jurisdiction to entertain such matters.

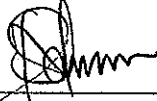
**WHEREFOR**, the Plaintiff prays for judgment against the Defendants for;

- i) A declaration that the Plaintiff, as the registered proprietor of the freehold/Mailo interests in the suit properties described herein above has the right to consent or otherwise to any transfer of the leasehold interest to any third party.

- ii) A declaration that parting with possession and the transfer of the leasehold interests in the suit properties from Crane Bank Limited (now in receivership) into the names of the 1<sup>st</sup> Defendant was tainted with illegality and fraud and is therefore invalid.
- iii) A declaration that the transfer of the leasehold interests in the suit properties to the 1<sup>st</sup> Defendant and taking of possession of the same by the 1<sup>st</sup> Defendant, without the prior written consent of the Plaintiff rendered the leases illegal and invalid.
- iv) A declaration that there is no longer any valid leases in respect of the suit properties.
- v) A declaration that the occupation and continued utilization of the suit properties by the 1<sup>st</sup> Defendant constitutes trespass.
- vi) A declaration that the Plaintiff as the registered proprietor of the freehold/Mailo interest in the suit properties is entitled to vacant possession of the suit properties.
- vii) An order directing the 2<sup>nd</sup> Defendant to cancel the registration of the 1<sup>st</sup> Defendant as proprietor of the leasehold interests in respect of the suit properties.
- viii) An order directing the 2<sup>nd</sup> Defendant to cancel the leasehold titles in respect of the suit properties.
- ix) An order directing the 2<sup>nd</sup> Defendant to cancel the entry on the leasehold interest as an encumbrance on all the Plaintiff's freehold/Mailo titles.
- x) An order directing the 1<sup>st</sup> Defendant to forthwith vacate the suit properties.
- xi) An order of a permanent injunction restraining the 1<sup>st</sup> Defendant, its agents and servants from continued trespass on the suit properties.
- xii) General Damages.
- xiii) Mesne profits.
- xiv) Interest of 20% p.a on (xiii) above from the date of judgment till payment in full.

xv) Costs of the suit.

Dated at Kampala this 22nd Day of December 2017.



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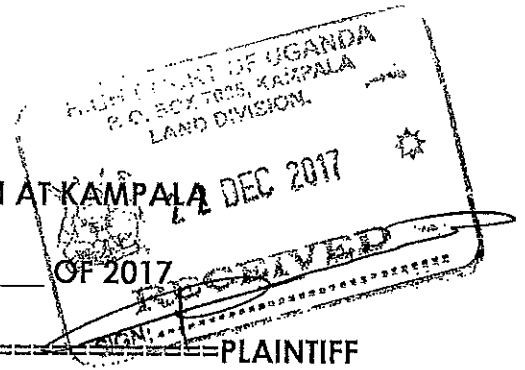
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THE REPUBLIC OF UGANDA  
IN THE HIGH COURT OF UGANDA HOLDEN AT KAMPALA  
[LAND DIVISION]  
HIGH COURT CIVIL SUIT NO. \_\_\_\_\_



MEERA INVESTMENTS LTD=====PLAINTIFF

-VERUS-

1. DFCU BANK LIMITED,  
2. THE COMMISSIONER FOR LAND REGISTRATION=====DEFENDANTS

**Summary of Evidence**

The Plaintiff shall at trial adduce evidence to the effect that it is the registered proprietor of the Freehold/Mailo interests which is subject of the suit properties. It shall also adduce further evidence to the effect that as per the lease agreements and variations of leases, the basis on which the leases were created, it was a requirement for prior written consent of the lessor (the Plaintiff) for the lessee to transfer and part with possession whether legal, constructive or physical of the suit properties.

The Plaintiff shall further furnish evidence to the effect that in absence of its prior written consent, the Defendants illegally and fraudulently transacted on the suit properties and the titles thereof.

**List of Witnesses**

1. The Plaintiff's officials.
2. Property Valuer.
3. Others with leave of Court.

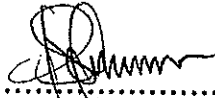
**List of Documents**

1. All annexures attached to the Plaint.
2. Others to be produced at scheduling
3. Others with leave of court.

**List of Authorities**

1. The Constitution of the Republic of Uganda 1995 as amended.
2. The Land Act Cap 227 as amended.
3. The Registration of Titles Act Cap 230.
4. The Civil Procedure Act Cap 71.
5. The Civil Procedure Rules SI 7-1.
6. Case law.
7. Any others authority with leave of court.

Dated at Kampala this 2nd day of December 2017.



.....  
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