

**THE REPUBLIC OF UGANDA
PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS
APPEALS TRIBUNAL**

APPLICATION NO. 14 OF 2023

BETWEEN

GLOBE WORLD ENGINEERING (U) LTD:.....APPLICANT

AND

1. MBARARA CITY COUNCIL

2. ANKOLE UNITED TRUCK OWNERS AND DRIVERS

CO-OPERATIVE SOCIETY LIMITED:.....RESPONDENTS

**APPLICATION FOR REVIEW IN RESPECT OF THE CONTRACT
FOR REVENUE COLLECTION FROM LORRY OFFLOADING AND
LOADING IN MBARARA CITY**

**BEFORE: FRANCIS GIMARA S.C, NELSON NERIMA; THOMAS
BROOKES ISANGA; GEOFFREY NUWAGIRA KAKIRA; PAUL
KALUMBA; AND CHARITY KYARISIIMA, MEMBERS**

DECISION OF THE TRIBUNAL

A. BRIEF FACTS

1. On 22nd August 2022, Mbarara City Council (the 1st Respondent) contracted the Applicant (Goble World Engineering (U) Ltd) to collect lorry loading and offloading fees in Mbarara City at a contract sum of UGX 2,010,000 per week vide procurement ref. Mbar 852/Srvcs/2022/2023/00001.
2. The duration of the contract was for a period of 6 months with a possibility of renewal for an extra 6 months upon satisfactory performance by contract amount set by the 1st Respondent. See clause 4 of the Contract.
3. On February 20, 2023, the Accounting Officer of the 1st Respondent informed the Applicant of the renewal and extension of its contract for a period up to June 30, 2023.
4. The Applicant accepted the said extension in a letter dated March 14, 2023 and further requested that the extension be for a period of 6 months ending August 22, 2023.
5. By a letter dated 27th June, 2023, the City Town Clerk of the 1st Respondent informed the Division Town Clerks of Mbarara City North and Mbarara City South that the Applicant's contract would expire on 30th June, 2023. The City Town Clerk further guided the Division Town Clerks that *Ankole United Truck Owners and Drivers Co-operative Society* (the 2nd Respondent) be given an agency for management and collection of revenue from lorry parking fees for a period of 1 month at a weekly remittance of UGX. 2,050,000/= VAT exclusive as per their application of 12th June 2023.
6. By a letter dated 28th June 2023, the Town Clerk of Mbarara City South Division appointed *Ankole United Truck Owners and Drivers Co-operative Society* (the 2nd Respondent) as an agent to assist Mbarara City North Division in the collection of loading and offloading fees from lorries, for 1(one) month

subject to renewal depending on the procurement process underway. The 2nd Respondent was required to pay UGX.1,230,000 in advance of every week before collections begin.

7. By a letter dated 28th June 2023, the Town Clerk of Mbarara City North Division appointed *Ankole United Truck Owners and Drivers Co-operative Society* (the 2nd Respondent) as an agent to assist Mbarara City North Division in the collection of loading and offloading fees from lorries, for 1 month subject to renewal depending on the procurement process underway. The 2nd Respondent was required to pay UGX. 820,000 in advance of every week before collections begin.
8. *Ankole United Truck Owners and Drivers Co-operative Society* (the 2nd Respondent) accepted the offers from Mbarara City South Division and Mbarara City North Division by letters dated 30th June 2023.
9. The Applicant in a letter to the 1st Respondent's Accounting Officer, dated 3rd July, 2023, requested for guidance and clarity on whether the tender had been awarded to the 2nd Respondent without due procurement process. The letter was not responded to.

B. APPLICATION TO THE TRIBUNAL

10. The Applicant being aggrieved by the actions of the 1st Respondent filed the instant application with the Tribunal on 17th July, 2023, seeking for review thereof.
11. The Application raised 3 issues:
 - 1) Whether the Accounting Officer of the 1st Respondent erred in law and fact to award the contract to the 2nd Respondent without due procurement process.
 - 2) Whether the Accounting Officer of the 1st Respondent erred in law and fact to discriminate against the Applicant by extending the contracts of other service providers without a reason communicated to the Applicant.

- 3) Whether the Applicant is entitled to general damages and costs of the Application.

C. RESPONSE TO THE APPLICATION

1. The contract was to run for six (6) months effective from 22nd August, 2022 and would only be renewed on satisfactory performance of the Applicant for an extra maximum period of six (6) months.
2. On 13th February, 2023, towards the end of the initial six (6) months, the 1st Respondent's contracts committee, under Min. 69/02/2022/2023, renewed and extended the Applicant's contract by four (4) months up to 30th June, 2023 and communicated the decision to the applicant on 20th February, 2023.
3. On 14th March, 2023, the Applicant accepted the offer of extension.
4. The other reason why the Applicant's contract was renewed for only four months is that since the 1st Respondent is transiting from the municipality to a City, we have agreed to streamline the system by awarding tenders beginning with the financial year, and extending the Applicant's contract by six months would take it to the new financial year by two months.
5. The Applicant executed the contract as offered by the contracts committee and did not raise any formal complaint for an administrative review to the City Town Clerk as the Accounting Officer of the Respondent City nor did he apply to this Tribunal for an Administrative review within the time prescribed by law.
6. The four (4) months extension ended on 30th June, 2023 and on 27th June, 2023, the Accounting Officer, as an interim measure, guided Division Town Clerks to appoint the 2nd Respondent to collect the said fees for one (1) month effective 1st July, 2023 pending the assessment and ascertaining of revenue potential of lorry parking fees as a source.

7. On 28th and 29th June, 2023, both Division Town Clerks appointed the 2nd Respondent as guided effective 1st July, 2023.
8. The appointment was an interim measure, done to avoid having a vacuum in the collection of lorry parking fees as the 1st Respondent does not have manpower to do the collection on its own and yet the Applicant's contract was soon ending on 30th June, 2023 before commencement of the process of procuring a new service provider.
9. There is no procurement process that is going on nor is there a procurement decision that has been taken by the contracts committee to warrant an administrative review as the appointment of the 2nd Respondent is only an interim measure and for one month and must go through the procurement process when it finally commences, in which the Applicant will have the opportunity to also compete, if he so wishes.
10. The Applicant has no right to file this application as its contract has since expired; is not a bidder as there is no procurement process going on; no contract award has been made and did not file a formal complaint with the Accounting Officer.
11. The Applicant's complaint that it was entitled to six months extension instead of four months granted by the contracts committee is not tenable as he did not complain to the Accounting Officer nor apply to this Tribunal for Administrative review within the time prescribed by law.
12. The 1st Respondent prayed that the Application be dismissed with costs.

D. APPLICANT'S WRITTEN SUBMISSIONS

Whether the Accounting Officers for the (City and Division) of the 1st Respondent erred in law and fact to award the contract to the 2nd Respondent without due procurement process.

1. The Applicant submits that the letters dated 27th June, 2023 and 28th June, 2023 respectively were issued in breach of section 26, 59B (4), 70 (e), and 43 of the *Public Procurement and Disposal of Public Assets Act*. There was no procurement process that resulted in the above-mentioned contract award and both letters do not meet the standard to be issued as emergency.

Whether the Accounting officer erred in law and fact to discriminate the Applicant from the decision that extended other service providers, without a reason communicated to the Applicant.
2. The Accounting Officer of the 1st Respondent absconded his duty to respond to the concern of the Applicant as provided for in sections 26(h) and 57 of the *Public Procurement and Disposal of Public Assets Act* and clause 7 of the contract provides for dispute resolution.
3. The contract was for 6 months plus 6 months to make 12 months subject to satisfactory performance; it had nothing to do with the financial year that ends on 30th June, 2023.
4. If the Accounting Officer wanted to come with clean hands to convince the Tribunal that his intention was to operate within the financial year that ends 30th June 2023, he would have exercised his mandate under section 26 (d) of the *Public Procurement and Disposal of Public Assets Act* and advertised earlier in time, before 30th June, 2023.
5. All other service providers of revenue collections that are not indebted to council like Applicant, that were extended by the Contracts Committee on 13th February, 2023 are still in their respective collection centres without any further approval of the contracts committee.
6. The 1st Respondent on 29th June, 2023, sent an invoice to the Applicant to make payments for a week starting from 1st July, 2023 to 7th July, 2023, after receiving payments again sent

another invoice on 3rd July, 2023 for another week, which is evidence that the 1st Respondent still has a binding contract with the Applicant.

7. To prove that the Accounting Officer had conflict of interest to frustrate the Applicant's agreement, the Applicant is remitting UGX. 2,010,000 per week to the 1st Respondent and the Applicant is not indebted to council but under, unclear circumstances the Division Town Clerk under the supervision of the Accounting officer is awarding the 2nd Respondent the same contract at UGX. 1,230,000/= per week.
8. The Accounting officer had never written or copied any letter informing the Applicant that its contract expired but is using the agents of the 2nd respondent to frustrate the contract using the letter dated 28th June, 2023 yet the agreement was to expire on the 22nd August, 2023.
9. Basing on the Contracts Committee minute communicated in a letter dated 20th February, 2023, the Applicant was compliant and qualified to be extended for 6 months as provided for in clause 4 of the agreement entered on 22nd August, 2022.
10. The Applicant prayed that;
 - 1) this Application should be allowed, the Tribunal allows the Applicant to execute the 2 months remaining in the agreement unless affected by advertisement and award.
 - 2) the letters issued by the Accounting Officer dated 27th June, 2023 and 28th June, 2023 be quashed or set aside.
 - 3) the Accounting Officer of the 1st Respondent be directed to treat the Applicant like other contractors without discrimination and harassment.

E. RESPONDENT'S WRITTEN SUBMISSIONS

1. The 1st Respondent, through its Senior Legal officer, framed 4 issues, *viz*;
 - 1) *Whether this application is properly before this Tribunal?*
 - 2) *Whether the letters dated 27/6/2023 and 28/7/2023 were issued in error?*
 - 3) *Whether the Applicant has locus to file this application?*
 - 4) *What remedies are available to the parties?*
 - 5) *Whether this application is properly before this Tribunal?*
2. Counsel submitted that the Applicant did not make a complaint to the Accounting Officer under section 89 of the *Public Procurement and Disposal of Public Assets Act*, and therefore cannot appeal to the Tribunal.
3. Even if the proviso in the Applicant's acceptance letter dated 14th March 2023 is to be treated as a complaint (which it is not), the Town Clerk having allegedly failed to make and communicate the decision, still the Applicant had the option of filing an administrative review application in this Tribunal within ten days after the ten days within which the Town Clerk ought to have made and communicated the decision to the applicant as required by sections 89 (8) and 91 I (2 (b) of the *Public Procurement and Disposal of Public Assets Act*. The Town Clerk had up to 24th March, 2023 to make and communicate the decision to the Applicant. Now that he did not, the Applicant ought to have filed the application for administrative review in the Tribunal latest by 3rd April, 2023. It did not do so until 17th July, 2023 when this Application was filed- a period of over three (3) months and after expiry of its contract.
4. The Application is not properly before this Tribunal as it is barred by time and lacks merit.

Whether the letters dated 27th June, 2023 and 28th July 2023 were issued in error?

5. There is no procurement that is going on or that has been conducted in exclusion of the applicant. Rather, the letters dated 27th June, 2023, 28th July 2023 and 29th July, 2023 appointing the 2nd Respondent were an administrative intervention pending the assessment of revenue potential from Lorry Parking fees and commencement of the procurement process.
6. The Applicant's contract ended on 30th June, 2023. After expiry, there was going to be a lacuna in the collection of lorry parking fees and the 1st Respondent did not expect the Applicant to continue working as agent after its contract expiring.
7. If the Applicant was left to continue collecting lorry parking fees and it failed and/or refused to remit the collected parking fees, the 1st respondent would not have a basis to claim the same from it since we would not be having a valid and operating contract due to expiry.
8. When the procurement process finally starts, the Applicant shall have an opportunity to bid and compete like any other bidder.

Whether the Applicant has locus to file this application?

9. The Applicant has no locus to file this application.
10. For a person to have locus to file this application, he/she/it must be a bidder who is aggrieved or a person whose rights are adversely affected by the decision of the Accounting Officer. Counsel cited section 91I (1) (a) & (b) of the *Public Procurement and Disposal of Public Assets Act* and ***Preg-Tech Communications Ltd v Uganda Police Force, Application No. 32 of 2021.***
11. In the instant application, there is no procurement process going on and as such the Applicant is not a bidder within the meaning of procurement law. Secondly, the Applicant's contract ended on 30th June, 2023. As its contract expired, it has no

rights that have been infringed upon. In any case, the extension to four months was not done to discriminate the Applicant.

12. Just like the Applicant's contract, contracts for all service providers were extended from 20th February to 30th June, 2023.
13. This was not discrimination against the Applicant or any other service providers. It was done across board in order to streamline the procurement process of the 1st Respondent which is transiting from the Municipality to City status and has resolved that all procurements should be done at the beginning of every financial year. Therefore, extending the Applicant's contract by six months would have had the effect of it entering into the new financial year by two months.
14. The Applicant has no right that has been adversely affected by appointing the 2nd Respondent to temporarily collect lorry loading and offloading fees on behalf of the 1st Respondent since it will have an opportunity to bid and participate in the procurement process when it finally commences.

What remedies are available to the parties?

15. Counsel submitted that the Applicant failed to explore the remedy of administrative review in time, and the Applicant is not a bidder or a person whose rights have been adversely affected since its contract expired on 30/6/2023. The Applicant is only acting as a whistle blower disguising for administrative review. Counsel prayed that the Application be dismissed with costs.

F. ORAL HEARING

The Tribunal held an oral hearing on 2nd August, 2023 via zoom software. The appearances were as follows:

Mr. Kiiza Joseph, the Managing Director of the Applicant appeared for the Applicant.

Counsel Alauterio Ntegyereize, the Senior Legal Officer of the 1st Respondent appeared for the 1st Respondent.

Mr. Mwesigwa Sam Tomson, the Chairperson of the 2nd

Respondent appeared for the 2nd Respondent.

In attendance were;

Ms. Kobusingye Lilian, City Deputy Clerk of Mbarara City and
Mr. Omondi Bob, IT Personnel Globe World Engineering (U)
Ltd.

G. RESOLUTION

1. In view of the pleadings and submissions of the parties, the following issues are framed for determination:
 - 1) *Whether the Applicant has locus standi to file this application before the Tribunal?*
 - 2) *Whether the Respondent erred in law when it appointed the 2nd Respondent as agent for revenue collection*
 - 3) *What remedies are available to the parties?*

Issue No.1:

Whether the Applicant has locus standi to file this application before the Tribunal?

2. This application was made under section 91I (1)(b) of the *Public Procurement and Disposal of Public Assets Act*. Section 91I(1) provides as follows:

Administrative review by Tribunal

(1) The following may apply to the Tribunal for review of a decision of a procuring and disposing entity—

- (a) a bidder who is aggrieved, as specified in section 89 (7) or (8);*
- (b) a person whose rights are adversely affected by a decision made by the Accounting Officer; and*
- (c) a bidder who believes that the Accounting Officer has a conflict of interest as specified in section 89 (9).*

3. Under section 91I(1)(b) of the *Public Procurement and Disposal of Public Assets Act*, any person whose rights are adversely

*affected by a decision made by the Accounting Officer may apply to the Tribunal for administrative review. The person whose rights are adversely affected by a decision made by the Accounting Officer need not be a bidder who has applied for administrative review under section 89 of the *Public Procurement and Disposal of Public Assets Act*.*

4. The Tribunal has over time emphasised that applications to the Tribunal are not restricted to bidders only but also to any other persons whose rights are adversely affected by a decision of the accounting Officer. See ***Application No. 20 of 2021, Obon Infrastructure Development J V v Mbarara City and Another*** and ***Application No. 20 of 2021, Old Kampala Students Association v PPDA and Old Kampala Senior Secondary school***.
5. However, a party who applied for administrative review to the Accounting Officer as a “bidder” under section 89 of the *Public Procurement and Disposal of Public Assets Act*, cannot change to a “person whose rights are adversely affected by the decision of the Accounting Officer” for purposes of obtaining *locus standi* before the Tribunal under section 91I (1)(b) of the *Public Procurement and Disposal of Public Assets Act*.

See: ***China Civil Engineering and Construction Corporation v Uganda National Roads Authority, Application 11 of 2023; MBJ Technologies Limited v Mbarara City & Ors, Application No. 17 of 2022*** and ***Mbarara City & Anr v Obon Infrastructure Development JV, High Court Civil Division Civil Appeal No. 45 of 2021; Apple Properties Limited v Uganda Human Rights Commission, Application no. 6 of 2023; and Tumwebaze Stephen Kiba v Mbarara City Council & Another, Application no. 21 of 2022***.

6. There is no procurement process going on and the instant Applicant is not a bidder. The Applicant did not apply as a bidder to the Accounting Officer of the 1st Respondent for administrative review. That notwithstanding, there is a statutory right under section 91I(1)(b) of the *Public Procurement and Disposal of Public Assets Act* for any person whose rights

are adversely affected by a *decision* made by the Accounting Officer to apply to the Tribunal for administrative review. The Applicant need not be a bidder or a bidder who has applied for administrative review before the Accounting Officer.

7. In the instant case, the Applicant alleges as follows:
 - (i) the Applicant was awarded a contract for revenue collection from lorry parking (loading and offloading).
 - (ii) the contract was to run for six months and subjected to renewal for six more months upon satisfactory performance
 - (iii) all service providers that were not indebted to the 1st Respondent were extended to 30th June 2023
 - (iv) the Applicant requested the extension to be for six months
 - (v) the Accounting Officer of the 1st Respondent did not respond to the Applicant's concern
 - (vi) the Applicant received an invoice from the 1st respondent to pay for a week starting from 1st July 2023 to 7th July 2023
 - (vii) all service providers that were not indebted to the 1st Respondent had their contracts extended pending advertisement for this financial year
 - (viii) the Applicant is not indebted to the 1st Respondent and its performance is not questionable
 - (ix) the Accounting Officer of the 1st Respondent without any reason notified to the Applicant has refused to communicate the decision of the Contracts Committee to the Applicant as she communicated to other service providers
 - (x) the Accounting Officer of the 1st Respondent in connivance with the Town Clerk of South Division has awarded the contract to the 2nd Respondent without due procurement process
 - (xi) since 20th February 2023, Accounting Officer of the 1st Respondent has never written to, or responded to any letter from the Applicant
 - (xii) the agents of the 2nd Respondent are continuously harassing the collectors of the Applicant and clients who purchase monthly stickers from the Applicant

8. The above allegations prima facie raise triable violations of the provisions of the *Public Procurement and Disposal of Public Assets Act* relating to fairness, non-discrimination, transparency, competition, and generally compliance with procurement procedures.
9. To that extent, the Applicant as a service provider has demonstrated what it considers to be violations of rights under the procurement law. The Application *prima facie* satisfies the requirements for the direct route to the Tribunal under section 91I (1) (b) of the *Public Procurement and Disposal of Public Assets Act*.
10. This Application is properly before the Tribunal.
11. **Issue no. 1 is answered in the affirmative.**

Issue No.2:

Whether the Respondent erred in law when it appointed the 2nd Respondent as agent for revenue collection?

12. The Applicant complains that the Accounting Officer of the 1st Respondent erred in law and fact to award the contract to the 2nd Respondent without due procurement process.
13. The 1st Respondent contends that there is no procurement that is going on or that has been conducted. That the letters dated 27th June, 2023, 28th July 2023 and 29th July, 2023 appointing the 2nd Respondent were an administrative intervention pending the assessment of revenue potential from lorry parking fees and commencement of the procurement process.
14. The long title of the *Public Procurement and Disposal of Public Assets Act* states that the Act is intended to formulate policies and regulate practices in respect of public procurement and disposal activities and other connected matters.
15. Section 2 of the *Public Procurement and Disposal of Public Assets Act* provides guidance on when the Act can be applied.

Under Section 2 (1) (a) (iii), the Act is to apply to all public procurement and disposal activities to do with the public finances of a procuring and disposing entity. In addition, section 2 (1) (c) provides that the Act shall apply to procurement and disposal by a procuring and disposing entity within or outside of Uganda. Even if public finances are not being expended, the Act will apply to any procurement and disposal by a procuring and disposing entity within or outside of Uganda.

16. Section 3 of the *Public Procurement and Disposal of Public Assets Act* defines a “contract” to mean an agreement between a procuring and disposing entity and a provider, resulting from the application of the appropriate and approved procurement or disposal procedures and proceedings as the case may be, concluded in pursuance of a bid award decision of a Contracts Committee or any other appropriate authority;
17. Section 3 of the Act defines “procurement” to mean acquisition by purchase, rental, lease, hire purchase, licence, tenancy, franchise, or any other contractual means, of any type of works, services or supplies or any combination.
18. Section 3 of the Act defines “procurement process” to mean the successive stages in the procurement cycle including planning, choice of procedure, measures to solicit offers from bidders, examination and evaluation of those offers, award of contract, and contract management.
19. The appointment of *Ankole United Truck Owners and Drivers Co-operative Society Limited* as agents of Mbarara City South Division and Mbarara City North Division for revenue collection was a procurement within the meaning adopted in the *Public Procurement and Disposal of Public Assets Act*. See ***Application No.33 of 2022, Consortium of SRK Exploration Services Ltd & Others v Ministry of Finance, Planning and Economic Development.***

20. The procurement in issue is by Mbarara City which is a local government and therefore a procuring and disposing entity within the meaning of section 2 (1) (a) (i) and 3 of the *Public Procurement and Disposal of Public Assets Act*.
21. The 1st Respondent is responsible, under section 25 of the *Public Procurement and Disposal of Public Assets Act*, for the management of all procurement and disposal activities in accordance with the Act, regulations and guidelines made thereunder.
22. The 1st Respondent only submitted the procurement action file and bids relating to the procurement for the collection of revenue from lorry parking fees (loading and offloading) in Mbarara City under procurement no. *Mbar 852/Srvcs/2022/2023/00001A*; which culminated into a contract between the Applicant and the 1st Respondent, executed on 22nd August 2022, for a sum of UGX. 2,010,000 per week.
23. We have not seen any documentation from the 1st Respondent to show that the successive stages in the procurement cycle such as planning, choice of procedure, measures to solicit offers from bidders, examination and evaluation of those offers were undertaken prior to appointment or contracting of *Ankole United Truck Owners and Drivers Co-operative Society limited* as an agent for revenue collection.
24. There is no evidence provided by the 1st Respondent to the Tribunal of any other or new procurement process on-going at the time of filling the instant application, despite the claim by the Division Town Clerks that a procurement process was underway.
25. The Tribunal appreciates the fact that there could have been a vacuum between the expiry of an existing contract and the completion of a new procurement. This problem should have been avoided by the 1st Respondent by carrying out proper procurement planning for this requirement and undertaking a

new procurement or by variation of an existing contract early before the expiry of the running contract, as provided under the law. Alternatively, the entity could manage the revenue collection itself (e.g. force account mechanism), as they undertake a new procurement in accordance with the requirements of the law.

26. The Supreme Court of Uganda has authoritatively held that the *Public Procurement and Disposal of Public Assets Act* was promulgated, to regulate practices in respect of public procurement and Disposal of public assets. Procurement and Disposal activities are processes, one cannot move to another stage of the processes without fulfilling the first one and lastly that provisions of the Act are to be adhered to strictly to the letter, are for all purposes and intents mandatory and noncompliance with them makes the proceedings fatal, See ***Galleria in Africa Ltd v Uganda Electricity Distribution Company Ltd, Civil Appeal No. of 2017.***
27. We therefore find that the appointment of *Ankole United Truck Owners and Drivers Co-operative Society Limited* as agent of Mbarara City South Division and Mbarara City North Division for revenue collection, without following the successive stages in the procurement cycle, was illegal and an administrative overreach by the City Town Clerk of the 1st Respondent and the respective Division Town Clerks.
28. The “guidance” given by the City Town Clerk of the 1st Respondent in the letters dated 27th June 2023; the appointment of *Ankole United Truck Owners and Drivers Co-operative Society Limited* as agent of Mbarara City South Division in the letter dated 28th June 2023; and the appointment of *Ankole United Truck Owners and Drivers Co-operative Society Limited* as agent of Mbarara City North Division in the letter dated 30th June 2023, were all illegal, null and void. The purported acceptance letters by *Ankole United Truck Owners and Drivers Co-operative Society Limited* were equally illegal, null and void.

29. **Issue no. 2 is resolved in the affirmative.**

Issue No. 3:

What remedies are available to the parties

30. This being a merits review Tribunal, it has power to set aside the original decision and substitute a new decision of its own. For the reasons above, it behoves the Tribunal to cancel the appointment of the 2nd Respondent as agent of Mbarara City South Division and Mbarara City North Division in the collection of loading and offloading fees from lorries.

H. DISPOSITION

1. The Application is successful.
2. The Appointment of *Ankole United Truck Owners and Drivers Co-operative Society Limited* as agent of Mbarara City South Division and Mbarara City North Division in the collection of loading and offloading fees from lorries, is cancelled and set aside.
3. The Tribunal's suspension order dated 17th July, 2023 is vacated.
4. Each party to bear its own costs.

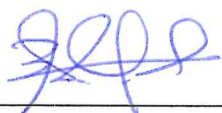
Dated at Kampala this 7th day of August 2023.



FRANCIS GIMARA S.C
CHAIRPERSON



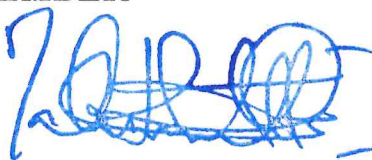
NELSON NERIMA
MEMBER



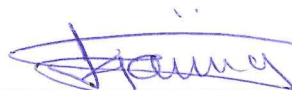
THOMAS BROOKES ISANGA
MEMBER



GEOFFREY NUWAGIRA KAKIRA
MEMBER



PAUL KALUMBA
MEMBER



CHARITY KYARISIIMA
MEMBER