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...She said that any settlement agreement reached under the

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By Michael Odeng

The Commercial Court has ordered a UK-based building consultancy firm to pay sh2.8b to Meera Investments Limited for failing to deliver construction drawings for the Kabira Country Club apartments expansion despite receiving payment.

Justice Susan Odongo ordered FBW Uganda Limited and architects Nigel Tilling and Paul Moores to refund Meera Investments, owned by businessman Sudhir Ruparelia, sh499.4m received under the contract.

The court further directed the trio to pay sh408m in special damages, covering the proven costs incurred by Meera Investments in hiring replacement consultants to recreate the architectural drawings, as well as sh1.88b in general damages for the loss of business opportunity and the inconvenience caused by the eight-month project stalemate.

Justice Odongo ordered that the special damages awarded

shall accrue interest at 10% per annum, the refunded sums at 8% per annum, and the general damages at 6% per annum, all calculated from the date the suit was filed until payment in full. The court also awarded Meera Investments the costs of the suit.

The judge ruled that the architects were liable for breaching the revived 2012 contract, noting that their conduct went beyond mere delay and amounted to a refusal to provide the essential technical tools necessary for Meera Investments' expansion project.

"Meera Investments' reliance was betrayed, and their project was stalled by the very persons they engaged to facilitate it," the judge observed.

In a judgment delivered on April 3 this year, Justice Odongo stated that the breach arose from the architects'

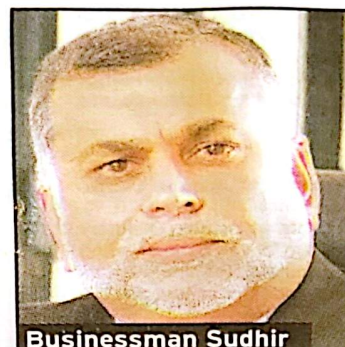


Justice Odongo

failure to meet the December 2018 deadline for submitting the construction drawings.

The court also said the architects failed to provide deliverables in a usable and editable format consistent with prior dealings and accepted industry standards.

She further stated that the breach was compounded by the unilateral alteration of payment milestones through



Businessman Sudhir

demands for "in-between" payments before construction commenced. In addition, the court found that essential data had been withheld as a means of exerting financial leverage.

The judge ruled that FBW Uganda is liable in contract, while Nigel Tilling and Paul Moores are liable in professional negligence and breach of undertaking.

Justice Odongo said the

defendants' attempt to satisfy their duty by providing static, unadjustable portable document format files for a project of such immense complexity, all while demanding payments meant for the construction phase, was not an act of professional service, but one of technical obstruction.

BACKGROUND

The dispute filed in 2020 stems from a professional consultancy engagement entered into on February 6, 2012, where the defendants were to provide a full construction drawings package encompassing architectural, structural, and mechanical/electrical engineering services for the extension of Kabira Country Club Service Apartments.

According to court documents, following the initial execution of the contract

and the payment of the three installments totaling 60% of the contractual value, the project was suspended in 2013 for approximately two years while focus shifted to the Speke Apartments-Wampewembe project.

In October 2018, the implementation was resumed with the parties meeting to adjust timelines and modalities to reflect changes in the building's apartment mix and layout.

The consultants subsequently undertook to deliver planning submission drawings to the Kampala Capital Development Authority (KCCA) approved by October 29, 2018, and complete construction packages by December 2018, with anticipated site start date for January 2019.

A central conflict emerged regarding the timing of the 4th and 5th instalments, which were contractually designated as in-between construction payments under the original 2012 agreement.