



IN THE MATTER OF THE COMPANIES ACT CAP 106

AND

IN THE MATTER OF THE COMPANIES (POWERS OF THE REGISTRAR)

REGULATIONS SI NO. 71 OF 2016

AND

IN THE MATTER OF ZHUANGS PLASTICS AND PARKING LTD

COMPANY PETITION CAUSE NO. 998715 OF 2025

CHEN ZHIMING ..... PETITIONER

VERSUS

ZHUANGS PLASTICS AND PARKING LTD .....RESPONDENT

RULING

*Before: Daniel Nasasira – Assistant Registrar of Companies*

**A. Representation**

1. *Counsel Raymond Mwebesa from Kampala Associated Advocates represented the petitioner while Counsel Owen Murangira from LSA Advocates represented that respondent.*

**B. Background and the petitioners case**

2. This Petition was filed on the 27<sup>th</sup> day of February 2025 and was brought under Section 247 of the Companies Act and Regulations 3, 8, 9 and 26 of the Companies (Powers of the Registrar) Regulations SI No. 71 of 2016. The correct provision to commence a

petition before the Registrar of Companies in the revised law is Section 243 of the Companies Act Cap 106 and not Section 247.

3. Zhuangs Plastics and Parking Limited was incorporated on the 10<sup>th</sup> September 2015 with a share capital of UGX 10,000,000 divided into 100 shares of UGX 100,000/= each.
4. The original shareholding in this company was Zhuang Zide who was allotted ninety (90) shares while Zhuang Jianli was allotted ten (10) shares.
5. Zhuang Zide transferred ten (10) of his shares to Lu Qi Lin by a resolution dated 19<sup>th</sup> January 2017 while Zhuang Jianli transferred all his ten (10) shares to Zhuang Zhiming and ceased acting as director and company secretary.
6. Following these transfers, the new shareholding of the company changed to Zhuang Zide with eighty (80) shares, Lu Qi Lin with ten (10) shares and Zhuang Zhiming ten (10) shares.
7. Lu Qi Lin was appointed a company director/ secretary while Zhuang Zhiming was appointed a director.
8. Subsequently, Zhunag Zide transferred fifty-eight (58) shares to Lin Qinyun and twenty-two (22) shares to Chen Zhiming, the petitioner. Lu Qi Lin transferred nine (9) shares to Chen Zhiming and one (1) share to Zhuang Pin. Zhuang Zhiming transferred his ten (10) shares to Zhuang Pin. Lu Qi Lin and Zhuang Zhiming resigned as directors and were replaced by Chen Zhiming and Zhuang Pin.
9. The new shareholding following these share transfers was Lin Qinyun fifty-eight with (58) shares, Chen Zhiming with thirty-one (31) shares and Zhuang Pin eleven (11) shares. An amended Memorandum and Articles of association was filed to reflect the above said changes.
10. The Petitioner avers that he paid a total sum of YUAN 2,150,000 (Two Million One Huindred Fifty Thousand Chinese Yuan) for the thirty-one 31 shares pursuant to an agreement of transfer.

11. The Petitioner argues that by an ordinary resolution registered on the 06<sup>th</sup> day of January 2022, Chen Zhiming's ten (10) shares were illegally transferred to Lin Qinyun.
12. The Petitioner argues that he was also illegally removed from his office as a director of the Company. In addition to the illegal transfer of his ten (10) shares, the Petitioner contends that the company file currently has in existence Amended Memorandum and Articles of association registered on the 08<sup>th</sup> day of December 2022 indicating the members of the company as Liu Yong Xiang and Dai Hao who hold eighty (80) and twenty (20) shares respectively. According to the Petitioner's counsel, the implication of this is that Chen Zhiming's remaining twenty-one (21) shares also vanished as there is no trace of how they ceased to exist.
13. A forensic expert examined the signatures of Chen Zhiming and was of the opinion that there were substantial differences in the sample signature and signature reflected in the transfer form. She concluded that in her opinion the petitioner did not sign the transfer form.
14. The Petitioner further avers that since it is customary for Chinese to append their signatures by writing their names in Chinese characters/letters/alphabet, Chen Zhiming was able to obtain a translation of the signature/name on the transfer form which was in Chinese and it was discovered that the name was Zhuang Zhiming and not his name.
15. That a contrast of Zhuang Zhiming's name and the Petitioner's name in Chinese language showed that the two names were written in a complete different way in Chinese. The transfer form bore Zhuang Zhiming's name in Chinese and not the Petitioner's name. A copy of this translation was attached as Annexure F to the Petition.
16. Furthermore, the impugned transfer form did not indicate the number of shares that were being transferred.

17. Petitioner's counsel contended that no notice was ever issued signifying an intention to have the petitioners ten (10) shares in the company transferred.
18. In respect to the resolution that removed the Petitioner as a director, it was argued that whereas the resolution was titled as an ordinary resolution, it arose out of a board meeting and was signed off by a company director and secretary.
19. The Petitioner contended that he invested financially in the thirty-one 31 shares he held in this company to a tune of Yuan 2,150,000/= (Two million one hundred fifty thousand Chinese Yuan). He argued that, should it be found that his reinstatement as a shareholder/member is not possible, he should be compensated for the investment he made in the Respondent Company.
20. The Petitioner prayed that the register be rectified and all the impugned documents be expunged and prayed for costs of the petition.

### **C. Respondents Case**

21. The Respondent company through an answer to the petition averred that the petition is without merit and an abuse of court process and prayed that the same be dismissed with costs for among others the petitioner lacking locus to institute the petition.
22. The Respondent directors stated that the Respondent Company is owned by three shareholders to wit Liu Yong Xiang, Dai Hao and Shi Zheng and that Liu Yong Xiang and Dai Hao were the first to acquire shares in the company which were accordingly transferred to them on 17<sup>th</sup> November 2022 and then later Liu Yong Xiang sold and transferred 20 shares to Shi Zheng as the third shareholder in 2024.
23. That by the time the current shareholders/directors acquired shares in the Respondent Company, the Petitioner was not a shareholder or director or in any way a member of the Respondent Company.
24. The Respondent director/member Dai Hao averred that the shareholders Liu Yong Xiang and himself were approached by a one Zhuang Zide about the sale of the Respondent Company and that they then engaged the services of Wanyana Julian

Vicentia to carry out a search at the Registry of Companies to establish the true ownership of the Company.

25. That Wanyana Julian Vicentia informed the aforementioned shareholders that the company is held by two shareholders: Zhuang Zide, possessing 80 shares, and Lin Qinyun, holding 20 shares. She noted that that if they were the ones selling the shares, they would proceed with the purchase.
26. That following that search and confirmation from Wanyana Julian Vicentia, they went to the physical location of the company in Kyengera Kampala and inspected the company and then proceeded to purchase all the shares in the company.
27. The Respondent Company director Dai Hao expressed surprise at the Petitioner's assertion that he was ousted from the position of director, as the people that sold to the current owners of the company, did not disclose his directorship, and there was never an office at the company premises; furthermore, the petitioner had never come at the company premises nor introduced himself as a director to the current Respondent company directors since their acquisition of the company.
28. The Respondent's counsel argued that the Share Purchase Agreement that the Petitioner referred to and attached as Annexure A is not in his names. That the alleged payments were not in his names and neither were the payments made to the shareholders in the company.
29. The Respondent's counsel additionally asserted that all claims or allegations made prior to November 2022 are contested and refuted in total, as the current shareholders were not involved with the company at that time. Counsel argued that if the petitioner has any claims, they should be directed towards the former owners of the company, not the current shareholders, who possess no knowledge of the petitioner's claims.

#### **D. Schedules**

30. The Petitioner presented two witnesses that is, Chen Zhiming, and Hashakimana Clare a forensic services expert attached to the Uganda Police Force while the

Respondent company presented two witnesses that is Dai Hao a director and shareholder in the respondent company and Wanyana Julian Mimi an employee of the Respondent Company. At closure of both the Petitioners and Respondents case, I instructed both counsel to file written submissions and issued schedules as below;

- a) Submissions from the Petitioner were to be filed and served by the 27<sup>th</sup> day of June 2025.
  - b) Submissions from the Respondent were to be filed and served by the 11<sup>th</sup> day of July 2025
  - c) Any submission in rejoinder was to be filed and served by the 18<sup>th</sup> day of July 2025.
- I informed the parties that a ruling would be issued on notice.

#### **E. Issues**

31. The following issues were agreed upon during scheduling;

- a) *Whether the petitioner lawfully acquired the 31 shares in the respondent Company and whether the 31 shares were lawfully transferred by the Respondent Company from the petitioner?*
- b) *Whether the petitioner was lawfully appointed/removed as director of the respondent company?*
- c) *What remedies are available to the parties?*

#### **F. Determination**

- a) *Whether the petitioner lawfully acquired the 31 shares in the respondent Company and whether the 31 shares were lawfully transferred by the Respondent Company from the petitioner?*

32. For purposes of resolving this issue, I will deal with whether the Petitioner lawfully acquired the thirty-one (31) shares in the Respondent Company first.

33. The Respondent Counsel argued that while the Petitioner claims that he paid a total of Yuan 2,150,000/= (Two million one hundred fifty thousand Chinese Yuan) for the thirty-one (31) shares pursuant to an agreement of transfer, both the proof of payment

and the agreement of transfer are not in the names of the petitioner. During cross-examination, the Petitioner consented that these documents were not in his names, however, he indicated that it is his father who bought the shares for him. The Respondent Counsel argued that in the absence of a registered power of attorney or any other authority, the petitioner cannot claim that his father had authority to transact on his behalf for purposes of purchasing these shares. On this basis, the Respondent Counsel maintained that the petitioner did not lawfully acquire the thirty-one (31) shares in the Respondent Company.

34. In order to resolve this issue, I reviewed the company filings and Articles of Association to ascertain the manner in which the petitioner acquired the thirty-one (31) shares in the Respondent Company. Article 6 of the Respondent company's Articles of Association provide that, *'Subject to such of the restrictions of these articles as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the directors may approve.'* A resolution was registered on the 15<sup>th</sup> of May 2019 where it was resolved that Zhuang Zide transfers twenty-two (22) shares to Chen Zhiming. Lu Qi Lin also transferred nine (9) shares to Chen Zhiming. This is how the petitioner acquired thirty-one (31) shares in the Respondent Company. The transfer forms and resolution that made Chen Zhiming a member in the Respondent Company were not challenged and have never been expunged from the Company file. The argument that the Share Purchase Agreement and proof of payment were not in the petitioner's name does not in any way refute the fact that Zhuang Zide and Lu Qi Lin transferred shares to the petitioner and executed transfer forms and a resolution to this effect, and the same were registered and are on the company file. In the absence of compelling evidence to dispute the transfer forms and resolution that transferred the shares to the Petitioner, I find that the petitioner lawfully acquired the thirty-one (31) shares in the Respondent Company

35. Justice Stephen Musota in *Olive Kigongo Vs. Mosa Courts Apartment Ltd Company Cause No. 01 of 2015*, opined that, '*...there are two ways of becoming a member of a company and these are; a) by being a subscriber to the memorandum and articles of association of a company at the time of incorporation of that company; or b) by acquiring shares in the company after incorporation...*'
36. Section 45 of the Companies Act Cap 106 and Justice Stephen Musota's reasoning in *Olive Kigongo Vs. Mosa Courts Apartment Ltd Company Cause No. 01 of 2015* unequivocally delineate the two methods by which an individual may attain membership in a company. The two methods are, either you are a subscriber to the Memorandum of a company or you agree to enter a company after its incorporation and you are entered on its register of members. A resolution was registered on May 15<sup>th</sup>, 2019, stipulating that Zhuang Zide transfers twenty-two (22) shares to Chen Zhiming. Lu Qi Lin additionally transferred nine (9) shares to Chen Zhiming. The resolution and transfer documents were registered and are on the company file. Upon acquiring the said shares in the company, the Petitioner lawfully became a member of the Respondent Company as defined by Section 45 of the Companies Act Cap 106.
37. The question then to resolve next is, if the Petitioner lawfully acquired his shares in the Respondent Company, were these shares lawfully transferred from him.
38. An ordinary resolution and transfer form was registered on the 06<sup>th</sup> of January 2022 transferring ten (10) shares from the Petitioner to Lin Qinyun. The petitioner argued that the signature on the said transfer form was not his and he never executed any resolution or transfer form transferring his shares in the company. On the other hand, the Respondent Counsel maintained that the petitioner was a stranger to the company in so far as the current owners of the company legitimately bought the company and he was not introduced to them as a shareholder/director in the company.
39. The petitioner argued that the signature on the transfer form purporting to be that of the petitioner was Zhuang Zhiming's name written in Chinese and not his signature.



The petitioner presented an English translation from Makerere University Department of Humanities and Language Education referenced as CLCSDC/K036/27/10/2023 to demonstrate that the signature on the share transfer form transferring ten (10) shares from the petitioner to Lin Qinyun bore Zhuang Zhimings name in Chinese language. I take note that Dai Hao, the Respondents witness confirmed this during cross examination that the signature was that of Zhuang Zhiming and not Chen Zhiming.

40. Additionally, a forensics document analysis report dated 21<sup>st</sup> November 2023 referenced as DFS/QD/CIV/175/2023 was also presented by Hashakimana Clare a Uganda Police Force Forensics expert that highlighted that the signature on the transfer form fell outside the normal range of natural variations observed in the sample signatures. She indicated that there was a difference in form, general design and manner of execution. The expert concluded that there was strong evidence to show that the petitioner did not sign the share transfer form. The expert maintained during cross-examination that the opinion she presented was an expert opinion and that she could present a similar opinion if she had been requested by the respondents to present a forensics handwriting report in this case. An expert opinion is not binding on a presiding officer. Justice Stephen Mubiru in *Iwa Richard Okeny V Obol George Okot Miscellaneous Application No. 063 of 2012* highlighted that an expert is not a witness of fact and his/her evidence is only advisory. Any evidence tendered in by the expert must be authenticated. The learned judge opined that a court will not act on the opinion of the expert unless the facts upon which the opinion is based are proved in evidence. In this particular case, I find that the experts opinion combined with the translation report from Makerere University Department of Languages assessed together both point to the fact that the signature in the transfer form is not for the petitioner. This evidence combined convincingly demonstrates that the signature on the share transfer form was not the Petitioner's signature.

41. Additionally, Section 83 of the Companies Act Cap 106 provides that, *'notwithstanding anything in the articles of a company, it is not lawful for the company to register a transfer of shares in or debentures of the company unless a proper instrument of transfer has been delivered to the company.'* This provision is restated in Article 36 of the Respondent Company's Articles of Association. The two provisions emphasize that the instrument for transferring shares, specifically the transfer form, must be properly executed for the transfer to be considered valid. The transfer form said to be signed by the petitioner was not actually signed/executed by him as demonstrated by the forensics expert witness testimony on oath and thus cannot be considered to be a properly executed instrument of share transfer. Transfer forms not executed by the transferor constitute an illegal endorsement in the meaning of *Regulation 8 of the Companies (Powers of the Registrar) Regulations SI No. 71 of 2016*. Further, while there is a transfer form in respect to the ten (10) shares that as already discussed above was defective, there is surprisingly no instrument of transfer in respect to the remaining twenty one (21) shares.

42. In *Peoples Insurance Company Ltd V C.R.E Wood and Co 1 & Ors [1961]*, it was held that, *'it is a legal position that a forged or fraudulent transfer does not defeat the title of the true owner and the person defrauded has a right to require the company to restore his name to the register. The true owner can obtain rectification of the register by striking out the name of the third person and restoring his own. As against the real owner, a forged or fraudulent transfer is a nullity and the person so deprived of his shares can compel the company if it has removed his name from the register to reinstate him as the holder of shares.'*

43. Additionally, the learned Justice James Ogoola in *Jack Wavamuno V Kai Anderson and Others HCCS No. 33 of 1996* in nullifying a share transfer highlighted that, *'I am satisfied that indeed the share transfer Agreement (Exhibit P.6) was neither signed nor sealed by either CAPRICORN or FISHTEC as they should have done by requirement of law. In addition to all the above defects submitted by the Defendants, it is also quite evident that the*

*purported sale and transfer of shares in this case did not satisfy a veritable number of the company's own Articles of Association to wit: Regulation 19 which requires the share transferor to execute the transfer instrument...'* In the present matter, the Petitioners counsel has effectively shown that the transfer form was not duly executed by the Petitioner as mandated by the Company's Articles of Association, thus rendering the transfer form invalid.

44. Article 31 of the Company's Articles of Association registered on 15<sup>th</sup> May 2019 which the petitioner subscribed to stipulated that, *'a member desirous of selling his shares or any of them shall give notice to the Secretary of the Company that he desires to sell the same. Such notice shall specify the number and class of shares which he desires to sell and shall state that he constitutes the Company as an agent for the sale of the shares.'* The submission by the Petitioners counsel convincingly demonstrates that the petitioner did not give any notice to the Secretary of the Company that he desired to sell his thirty-one (31) shares in the company. Additionally, although a transfer form exists for the ten (10) shares previously identified as defective, there is notably no trace of a resolution or transfer form concerning the twenty-one (21) shares.
45. The resolution registered on 06<sup>th</sup> day of January 2022 wherein the petitioner transfers his ten (10) shares while titled an Ordinary Resolution is signed off by a director and secretary and the opening phrase of the resolution suggests that the resolution was passed at a Board meeting of Directors. This not only makes the resolution defective but also it appears that Chen Zhiming who is said to transfer his shares in this resolution and is removed as a director, does not sign the resolution and there is no additional evidence which demonstrates that he was notified of this meeting or that he received any notice inviting him to discuss the proposed share transfer or his removal as a Company director. Moreover, the evidence provided by the forensic expert combined with the translation from Makerere University Department of

Languages highlighting significant discrepancies in the signature on the share transfer form further buttresses the view that the petitioner did not consent to the transfer of his shares. I consequently find that the aforementioned resolution and transfer form constitutes an illegal endorsement.

*b) Whether the petitioner was lawfully appointed/removed as director of the respondent company?*

46. A company special resolution was registered on the 15<sup>th</sup> of May 2019 in which it was resolved that Chen Zhiming be appointed a director in the Respondent Company. The Respondent also registered a Company form 20 on 15<sup>th</sup> May 2019 wherein it indicated Chen Zhiming as one of its directors. According to Regulation 29 (4) of the Companies Regulations of 2023, *'a company shall notify the registrar of any new appointment or removal of a director or secretary by filing a notice of change with the registrar in Form 23 in the Schedule.'* A company form 20 providing for the particulars of directors and secretary was filed on 15<sup>th</sup> May 2019 and it included Lin Qinyun, Chen Zhiming and Zhuang Pin as directors. The Petitioner was therefore legally appointed as a director in the company.

47. The question to resolve next therefore, is whether his removal as director in the company was legal.

48. The Respondent's Counsel contended that if the petitioner did not lawfully acquire the shares, and his appointment as a director was predicated on that acquisition, then his directorship would consequently be rendered invalid. Firstly, having determined that the petitioner legitimately obtained his shares in the Respondent Company and was unlawfully removed as a shareholder, I find that counsel's claim is untenable. Secondly, the treatment of membership under the Companies Act Cap 106 is distinct from that of directorship. It implies that even if it were to be found that the petitioner was legally removed from the company as a member, it would not necessarily correspond to his removal as a director in the company.

49. Article 92 of the Company's Articles of Association provided for the various instances through which a director could be removed from the Company. Article 92 (f) stipulated that, '*...the office of a director shall be vacated...if...he be removed by either an extra ordinary resolution or an ordinary resolution of the company, twenty-eight days' notice of intention to move such resolution having been given.*' This provision required that a twenty-eight days notice of a meeting seeking to remove a director be issued prior to the decision to remove him. Such notice was not adduced in evidence implying that the Petitioner's removal was done covertly without his knowledge or consent.
50. Section 191 (1) of the Companies Act Cap 106 provides that, '*a company may, by ordinary resolution, remove a director before the expiration of his or her period of office, notwithstanding anything in its articles or in any agreement between the company and the director, but this subsection shall not, in the case of a private company, authorise the removal of a director holding office for life at the commencement of this Act, whether or not subject to retirement under an age limited by virtue of the articles or otherwise.*'
51. The resolution removing the petitioner as a director was registered on 06<sup>th</sup> January, 2022, and was titled "ordinary resolution," and was signed by a director and secretary. The opening phrase of the resolution implies that it was passed at a board meeting of directors. This renders the resolution defective and in violation of Section 191 (1) of the Companies Act Cap 106. Justice David Wangutusi in *Fang Min Vs Uganda Hui Neng Mining Limited and 5 Others HCCS No. 318 of 2016* held that, '*resolutions passed by people devoid of authority to do so...are null and void. Since those meetings are null and void, they render the outcome worthless.*' The resolution that led to the removal of the petitioner as director was passed by the Board. However, the power to remove or appoint directors is designated to members and is required to be carried out through a members' resolution as seen under Section 191 (1) of the Companies Act Cap 106. As Justice David Wangutusi concluded in *Fang Min Vs*

*Uganda Hui Neng Mining Limited and 5 Others*, the resolution in question is deemed null and void due to being enacted by individuals lacking the requisite authority, as they executed the resolutions in their roles as directors rather than as members of the company.

*c) What remedies are available to the parties?*

52. In *Kaushalya Devi V National Insulated Cable Company of India [1977] Tax LR 1928*], the court determined that the transferee's status as a bona fide purchaser for value of the shares was irrelevant, as the transferee was not entitled to a valid title to the shares received. Consequently, the transfer was deemed void, and the transferee was obligated to return the share certificates to the rightful owner. This judgment underscores that the original shareholder, whose shares are transferred without his/her consent, retains ownership rights to those shares. The petitioner in this matter therefore retains the right to the thirty-one (31) shares that were transferred without his authorization.

53. Shares in a Company constitute property and ought to be treated as such. According to Regulation 23 Table A of the Companies Act which was adopted by the Respondent Company, any member is permitted to transfer all or part of their shares through a written instrument, utilizing a standard or commonly accepted format, or any alternative format that receives approval from the directors. Court in *Barry Mpeirwe V Alsaco International Ltd HCCS No. 440 of 2014* held that, '*a shareholder has property rights and the right to sell and transfer those property rights to another person. Further that in a private limited liability company there are some restrictions on those rights, among other things, the requirement for a written instrument of transfer.*' In this particular case, the petitioner was denied of this right to trade in his shares as he deemed fit. The Respondent Company therefore must bear the burden of ensuring the petitioner is reinstated as a member with his thirty-one (31) shares.

54. The Respondent Company may choose to increase its share capital and the number of shares to provide for an additional thirty-one shares and have these issued to the Petitioner, Chen Zhiming. Alternatively, the Petitioner suggested that the Respondent Company had the option to purchase his equity in the company. The Respondent Company may consider this alternative. The Petitioner has convincingly established that his signature was fabricated, resulting in the unauthorized transfer of his shares and his removal from the position of company director without adherence to the due process under the Companies Act Cap 106 and the Company's Articles of Association. Regulation 8 (1) of the *Companies (Powers of the Registrar) Regulations SI No. 71 of 2016* gives powers to the Registrar of Companies to rectify and update the register to ensure that it is accurate. Regulation 8 (2) goes further to state that, *'the registrar may expunge from the register, any information or document included in the register which;*

- a) *Is misleading*
- b) *Is inaccurate*
- c) *Is issued in error*
- d) *Contains an entry or endorsement made in error*
- e) *Contains an illegal endorsement*
- f) *Is illegally or wrongfully obtained; or*
- g) *Which a court has ordered the registrar to expunge from the register*

55. The company resolution registered on January 6<sup>th</sup>, 2022, which removed the petitioner as a director and transferred his shares, along with the share transfer form were passed irregularly and thus are misleading, contain illegal endorsements and were wrongfully obtained. It follows that all documents that were a result of this illegality were wrongfully endorsed and these include the amended memorandum and articles of association registered on 06<sup>th</sup> January 2022 and 08<sup>th</sup> December 2022. The amended Memorandum and Articles of association, which were registered on July 22<sup>nd</sup>, 2024, include the names of new shareholders who purchased shares in the company in a

bona fide manner. Consequently, the Respondent company has the option of either increasing its capital and number of shares to accommodate the petitioner's thirty-one shares or purchasing the petitioners thirty one shares, in which case the amended Memorandum and Articles of association registered on July 22nd, 2024 will remain unchanged on the register.

56. In light of the findings in this case, discussed above, pursuant to *Regulation 32 of the Companies (Powers of the Registrar) Regulations, 2016*, I make the following orders;

1. The company resolution registered on 06<sup>th</sup> January 2022 transferring the petitioner's ten (10) shares in the Respondent Company to Lin Qinyun and removing him as a company director be expunged for having been illegally and/or wrongfully obtained.
2. The Share Transfer form registered on 06<sup>th</sup> January 2022 transferring the Petitioner's shares in the Respondent Company be expunged for having been illegally and/or wrongfully obtained and for containing an illegal endorsement.
3. The Amended Memorandum and Articles of Association registered on 06<sup>th</sup> January 2022 be expunged for having been illegally and/or wrongfully obtained, and for being misleading and inaccurate.
4. The Amended Memorandum and Articles of Association registered on 08<sup>th</sup> December 2022 be expunged for being a result of a series of illegal endorsements.
5. The company is hereby ordered to file a resolution and an amended form providing for particulars of directors reinstating the Petitioner as a director within sixty (60) days from delivery of this ruling.
6. I make no order as to costs.



*I so order.*

*Given under my hand, this \_\_\_\_\_ day of \_\_\_\_\_ 2025.*

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*DANIEL NASASIRA*

*Ass. Registrar of Companies*