

Registrar) Regulations SI. No. 71 of 2016 on the grounds of fraudulent transfer of shares and member oppression.

6. Teriaq Medical Centre Ltd, (hereinafter referred to as 'the Company') is a company duly incorporated on 29th August, 2024, with Registration Number 80034503207312 and is engaged in the operation of a medical facility business. The company, at the time of incorporation, initially comprised of four (4) shareholders, each holding an equal shareholding of 25 shares, namely: Dr. Emtithal Mirghani Idris Jabir (the Petitioner), Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Muna Abdalla Ahmedai, and Dr. Hawa Harun Jabar.
7. The Petitioner filed this Petition challenging the allotment of shares to the Respondents in the company, on the grounds that the said allotment was carried out irregularly, as she was neither given notice nor afforded an opportunity to participate in any company meeting or proceedings at which the allotment was resolved. She further contended that her signature had been forged in the process.

C. Petitioner's Case

8. The Petitioner, under paragraph 1 of the disputed facts in her Statutory Declaration supporting the Petition, contended that in or around January 2025, a dispute arose amongst the shareholders concerning the proposed introduction of two new shareholders to the company and their potential roles in the management thereof, which was precipitated by the desire of one of the initial shareholders to appoint his cousin, the First Respondent as Operations Manager. The Petitioner stated under paragraph 2 that no consensus was reached, and subsequently, she was excluded from participating in the decision-making process of the Company, and that her shareholding was unilaterally altered without her knowledge or consent.
9. The Petitioner in paragraph 3 of the disputed facts in her Statutory Declaration supporting the Petition averred that she discovered that, without her

knowledge or consent, 25 shares and 10 shares were purportedly allocated to Ahmed Mohamedali Abdelaziz (the First Respondent) and Alan Mohamed Gabriel Amum (the Second Respondent), respectively. The Petitioner further asserted that she was not notified of, and did not participate in, any meetings that purported to allocate shares to the Respondents, nor did she execute any instruments or documents that would have effected the transfer or allocation of shares to them.

10. The Petitioner stated under paragraph 5 of the disputed facts in her Statutory Declaration supporting the Petition that, whereas it is alleged in a Transfer of Share Stock dated 5th February, 2025, that she transferred 9 of her shares to Alan Mohamed Gabriel Amum (the Second Respondent), she vehemently denied receiving UGX 900,000/- (Nine hundred thousand shillings only) as consideration for the transfer, signing any purchase agreement or the instrument of transfer itself.
11. The Petitioner expressly disputed and challenged the authenticity and validity of her purported signature on the following documents, averring that she did not execute or endorse the same;
 - a. *The Special Resolution dated 28th January 2025 purporting to authorize the transfer and allotment of shares to the Respondents.*
 - b. *The Transfer of Share Stock dated 5th February 2025 purporting to effect a transfer of 9 shares from the Petitioner to Alan Mohamed Gabriel Amum.*
 - c. *The Special Resolution dated 5th February 2025 purporting to amend the Memorandum and Articles of Association.*
12. The Petitioner, under paragraph 7 of the disputed facts in her Statutory Declaration supporting the Petition, contended that by a letter dated 1st July 2025, her advocates requested information from the Directors of the Company concerning the disputed transactions, but the Directors failed to provide a response. The Petitioner, feeling aggrieved, prayed for the following declarations and orders in her Petition;

- 1) A declaration that the Petitioner was subjected to oppressive conduct and unfairly prejudiced by being excluded from the decision-making processes of the company, which culminated in the allotment of shares to the Respondents, thereby constituting a breach of the Petitioner's rights as a shareholder and/member of the company.
- 2) A declaration that the Petitioner did not execute, nor did she authorize anyone to execute on her behalf, any of the following documents that purportedly facilitated the allotment of shares and the subsequent registration of the Respondents as shareholders in Teriaq Medical Centre Ltd, thereby rendering such documents null and void.
 - a. *The Resolution dated 28th January 2025 purporting to authorize the transfer and allotment of shares to the Respondents.*
 - b. *The Transfer of Share Stock dated 5th February 2025 purporting to effect a transfer of 9 shares from the Petitioner to Alan Mohamed Gabriel Amum.*
 - c. *The Resolution dated 5th February 2025 purporting to amend the Memorandum and Articles of Association.*
- 3) An order directing the rectification of the register by removing, cancelling, and expunging the documents specified above from the register.
- 4) An order directing the rectification of the register of shareholders of Teriaq Medical Centre Ltd. by restoring the register to its original state, reflecting the four (4) initial shareholders as recorded at the time of incorporation; and
- 5) Costs of this Petition be awarded to the Petitioner.

D. First Respondent's Case

13. The First Respondent contended that there had never been any justifiable oppressive conduct or unfair prejudicial conduct expressed towards the Petitioner by the Respondents as alleged.

14. The First Respondent in paragraph 5 of his Statutory Declaration supporting the Answer to the Petition contended that the allotment of shares to the Respondents in Teriaq Medical Centre Ltd, by all the founding members and/or shareholders was lawful and done with the knowledge, participation, involvement, and consent of all the subscribers to the Memorandum and Articles of Association, including the Petitioner. The First Respondent argued that the Petitioner should not be allowed to approbate and reprobate at the same time when she, together with the other three founding members of the Company, convened, discussed, and resolved to pass resolutions altering the Company structure and entering the Respondents as members of the Company.
15. The First Respondent, in his Statutory Declaration supporting the Answer to the Petition, averred under paragraph 8 that, given that Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai lacked financial resources to establish and set up the medical facility, they sought to partner with the Respondents as financiers who would provide all the required capital to setup the medical facility and the shareholders as doctors to provide their expertise and professional efforts in operations of the facility.
16. The First Respondent, in his Statutory Declaration, stated that sometime around August 2024, Dr. Muna Abdalla Ahmedai contacted the First Respondent concerning the intended business proposal, after which a preliminary meeting was held at Acacia Mall, which meeting was attended by Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, and Dr. Emtithal Mirghani Idris Jabar. That during the said meeting, Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai orally presented a partnership proposal to the First Respondent with a projected cost of setting up and running the medical facility estimated at USD 30,000 (United States Dollars Thirty

Thousand Only) wherein 50% of the company's total assets and profits would be allocated to the doctors in exchange for their contribution of labour while the remaining 50% would be allocated to financial partners that would provide the working capital of the medical facility.

17. The First Respondent further contended that in the same meeting, he agreed to invest a total sum of USD 15,000 (United States Dollars fifteen thousand only) in exchange for 25% shareholding/or ownership of the company's accumulated total assets, profits, and losses, and Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar and Dr. Muna Abdalla Ahmedai mutually agreed. He further asserted that all parties agreed to search for another financier to provide the remaining capital of a total sum of USD 15,000 (United States Dollars fifteen thousand only) in exchange for 25% shareholding.
18. The First Respondent under paragraph 13 of his Statutory Declaration stated that another meeting was convened attended by the First Respondent, Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar and Dr. Muna Abdalla Ahmedai in which meeting it was proposed and agreed that the second financier was to contribute a total sum of USD 28,000 (United States Dollars Twenty Eight Thousand only) in exchange for 10% shareholding in the company's total profits without ownership of the company's assets and that the money would be repaid back by the company to the financier at the earliest opportunity.
19. The First Respondent averred that a subsequent meeting was held at Acacia Mall attended by Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar and Dr. Muna Abdalla Ahmedai with the Second Respondent in which meeting the Second Respondent agreed to invest a total sum of USD 28,000 (United States Dollars Twenty Eight Thousand only) in exchange for 10% shareholding in the company's total

profits without ownership of the company's assets and that the money would be repaid in the future.

20. The First Respondent further asserted that following several meetings and discussions held by the doctors and the Respondents as financiers, it was mutually agreed that the equity and profit shares of the company were to be held in a share format with the doctors taking 60% in exchange for their efforts and operational roles, the First Respondent would take 25% of the assets, profits and losses of the company as a financier, the Second Respondent would take 10% of profits only with the company paying back the principle at a due date and lastly the 5% of assets and profits were to be allocated to run administrative costs and management of the company. The First Respondent stated under paragraph 15 that it was after the aforementioned understanding that Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai proceeded to register Teriaq Medical Centre Ltd, with the Registrar of Companies on the 29th day of August, 2024, with the Doctors as the initial subscribers.
21. The First Respondent contended in paragraph 16 of his Statutory Declaration that after the incorporation of the company, Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai later mutually agreed to formalize the interests of the Respondents as principal shareholders of the company according to the share format that all parties agreed to prior to the incorporation of the Company, revoked the 5% that had been earlier allocated to facilitating administrative costs and management of the company and it was added to the doctors share percentage increasing it to 65%.
22. The First Respondent stated under paragraph 17 that the Respondents as financiers, deposited with Dr. Sari Abdelsalam Mohammedahmed Hamid funds in cash that facilitated the acquisition, renovation and maintenance of facility premises, facilitated acquisition of all electrical and plumbing

installations and painting, facilitated designing of sign posts and marketing materials, facilitated purchase of all office furniture and medical equipments currently at the facility and among others used to purchase and install the solar energy system currently used as an emergency power backup. The First Respondent narrated that the medical facility setup phase lasted approximately 2.5 months, during which period the Respondents and Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai worked as a single team, and the Petitioner never raised issues to the rest of the members for their consideration.

23. The First Respondent further narrated that sometime between November and December, 2024, the Respondents together with Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai agreed to have a formal agreement detailing each persons roles and interest in the company specifically detailing that the doctors would be allocated 65% shareholding on the assets, profits and losses of the company conditioned on their actual contribution, skill and professional service rendered towards running the facility, doctors to physically work at the facility for a minimum of 2-3 years to qualify for a share interest and to terminate any other personal commitments that would directly be in conflict or compete with the objectives of the company and the Respondents share interest and roles.

24. The First Respondent in paragraphs 20 and 21 of his Statutory Declaration contended that the medical facility officially commenced operation on the 25th day of November, 2024 wherein Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, and Dr. Muna Abdalla Ahmedai started working in accordance with the understanding of the Parties and had consistently rendered their professional service and skill tirelessly but rather Dr. Emtithal Mirghani Idris Jabar, the Petitioner completely failed to report for

work since November 2024 and that she had continued to absent herself up to present day.

25. The First Respondent averred that in January 2025, the Respondents and Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, and Dr. Muna Abdalla Ahmedai formally executed and signed a Memorandum of Understanding, including the Petitioner's details, summarizing and contextualizing all the parties' prior discussions and negotiations, but the Petitioner did not sign for reasons unknown. The First Respondent, under paragraph 23 of his Statutory Declaration, narrated that the company, on the 23rd day of January 2025, instructed M/S Counsel Micheal Ejupu Engoru of Engoru, Ejupu & Co. Advocates, to effect the necessary changes in shareholding and register with the Uganda Registration Services Bureau.
26. The First Respondent contended in paragraph 26 that on 28th January 2025, Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai unanimously resolved and passed a Special Resolution transferring some of the shares from the Subscribers and subsequently allotting them to the Respondents in a share format that was agreed to and signed by all members. The First Respondent further contended under paragraph 27 that on 05th February, 2025, Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai unanimously resolved and passed a Special Resolution notifying the Registrar of Companies of the changes in Share structure to include the Respondents as shareholders.
27. The First Respondent averred that the alterations and changes in shareholding were correspondingly effected with Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai signing Transfer of Share Stock forms signed by the respective transferors in favour of the respective transferees, which Transfer of Share Stock forms were duly witnessed and filed

with the Registrar of Companies together with a Certificate of Share Transfer Stock. The First Respondent stated in paragraph 29 that Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai subsequently filed with the Registrar of Companies an Amended Memorandum and Articles of Association filed on 6th February 2025, reflecting the changes made in the company shareholding.

28. The First Respondent contended that the Respondents had never had a dispute with the Petitioner as alleged and that all decisions and resolutions were made with the approval of Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai. The First Respondent further asserted that the Board of Directors of the Company including Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, and Dr. Muna Abdalla Ahmedai in their individual capacities had never received any formal complaint filed by the Petitioner alluding to the alleged oppressive conduct and/or unlawful prejudice and that the alleged appointment of the First Respondent as the operations manager could not amount to alleged prejudicial and oppressive conduct.
29. The First Respondent in paragraph 32 of his Statutory Declaration stated that the Petitioner consented to the reduction of shares from all shareholders by signing all resolutions, Share Transfer Stock Form, and Amended Memorandum and Articles of Association in favour of the Respondents, with the consent of her co-shareholders in a reduction share format agreed to by all. The First Respondent in paragraph 33 further stated that the Petitioner consented to the transfer of 9 shares from her original shares to the Second Respondent.
30. The First Respondent argued in paragraph 34 that the Petitioner had not adduced any cogent extrinsic evidence to prove that she did not sign all the Resolutions, Share Transfer Stock Form, and Amended Memorandum and

Articles of Association transferring her shares in favour of the Second Respondent or that her signature was forged and by whom. The First Respondent further argued that the Petitioner was aware of all the prior discussions and conditions regarding onboarding the Respondents into the Company and the conditions for the Respondents investing into the Company a total sum of USD 46,700 (Forty-six thousand seven hundred United States Dollars only) as starting capital for the establishment of the medical facility and that the Petitioner signed all documents.

31. The First Respondent contended that the allegations of oppression and unfair prejudicial conduct were false and that the allotment of shares to the Respondents was conducted in accordance with the applicable law and prior discussions of the Parties. The First Respondent averred that the Petitioner, for all intents and purposes, participated in all affairs of the company until such a time when she chose not to do so, and indicated that she was not willing to leave her employment with M/S Medipal Hospital and would not continue with Teriaq Medical Centre Ltd.
32. The First Respondent contended that the Petition was misconceived, false, baseless, unfounded, and calculated to inconvenience the Respondents and proper management of the company and operations of the medical facility. He further stated that the Petitioner was not entitled to any of the reliefs sought and that it was just and equitable that the Petition be dismissed with costs.

E. Second Respondent's Case

33. The Second Respondent, having had the benefit of reading through this Petition and its supporting Statutory Declaration and having understood all the contents therein correctly, initially appointed and authorized the First Respondent to file an answer to the Petition and a Statutory Declaration in support on his behalf via a consent dated 26th of September 2025 attached to the Answer to the Petition.

34. However, the Second Respondent later, on 21st October, 2025, withdrew the appointment and consent he had given to the First Respondent to file an Answer to the Petition and a Statutory Declaration in support on his behalf and disassociated himself from any response or defence issued by the First Respondent. The Second Respondent, in a letter addressed to the Registrar of Companies dated 21st October 2025, stated that after careful reflection and due to the lack of consensus among the partners regarding the manner in which the Respondents were admitted into the company, he wished to have his membership withdrawn. He further requested the cancellation of his 10% shareholding, that the shares he previously held be reverted to the party from whom they were irregularly acquired, and that the initial shareholders of the company refund the sum of money he had contributed.

F. Rejoinder

35. The Petitioner, under paragraph 3 of her Statutory Declaration in Rejoinder, argued that the Respondents had expressly admitted to the forgery of her signature through the Affidavit of Advocate Ejupu Michael, which was attached to the Answer to the Petition, wherein he stated under paragraph 5 that he extracted the signatures of the original four shareholders (including the Petitioner) from the company's incorporation documents and subsequently inserted them into the disputed documents which include the disputed Special Resolutions, the Transfer of Share Stock as well as the Amended Memorandum and Articles of Association. She further argued in the subsequent paragraph 4 that the admission by Advocate Ejupu Michael confirmed the gist of her Petition, that she never signed the disputed documents, and that she was not aware of the said transactions.

36. The Petitioner, under paragraph 5 of her Rejoinder, noted that the Answer to the Petition did not in any way rebut her assertion that she never received any payment for the purported transfer of her shares to the Second Respondent. She reasoned that if the Respondents were acting in good faith, they would

have produced documentary evidence confirming that the Petitioner had received the alleged consideration or, at the very least, provided an explanation detailing how and when such payment was made. The Petitioner argued that the Respondents' failure to do so reinforced her position that no such transaction occurred and that the alleged transfer was fraudulent.

37. The Petitioner in paragraph 6 of her Statutory Declaration in Rejoinder, also pointed out that during the initial hearing of this Petition on 1st October, 2025, the Second Respondent, who was alleged to have purchased the Petitioner's shares, demonstrated that he was not even aware that the shares he purportedly owned in the company had originated from the Petitioner hence underscoring her assertion of the fraudulent and irregular nature of the alleged share transfer transaction.

38. The Petitioner in paragraphs 7, 8, and 9 denied and rejected the allegations, statements, and assertions contained in the Answer to the Petition, including the accompanying Affidavits and Statutory Declarations filed in support thereof. The Petitioner specifically stated that the Respondents were never involved in the discussions that took place prior to, during, or immediately after the incorporation of the Company. She contended that all initial and subsequent deliberations concerning the formation and structure of the Company were exclusively held among the four original subscribers of the Memorandum and Articles of Association.

39. The Petitioner narrated that discussions concerning the involvement of the Respondents began well after the incorporation of the Company and that the true intention was merely to secure financial support from the Respondents to meet the Company's capital requirements for the medical facility and not to introduce them as shareholders. The Petitioner further narrated that at no point was there any agreement to allocate shares in the Company to the Respondents. She stated that it was the First Respondent who unilaterally introduced the idea of becoming a shareholder, motivated by a concealed intention to unlawfully

acquire majority control of the Company, an intention to which the Petitioner strongly objected and never consented to.

40. The Petitioner averred that upon her strong objection to the Respondents becoming shareholders, the First Respondent resorted to fraudulent means to achieve his objective by forging her signature on the Company Resolutions dated 28th January, 2025, and 5th February 2025, as well as on the share transfer instrument dated 5th February 2025. To further demonstrate the fraudulent nature of the share transfer and the admission of the Respondents as shareholders in the company, the Petitioner noted that the Second Respondent, who was alleged to have purchased shares from her, was in fact unaware of the identity of the person who had sold him those shares (the Petitioner). The Petitioner contended that he only became aware of this fact at the initial hearing of this Petition before the Learned Registrar on 1st October, 2025.
41. The Petitioner stated that due to the disagreement over the Respondents' admission as shareholders, she did not sign the proposed agreement annexed to the Answer to the Petition. In paragraph 11 of her Statutory Declaration in Rejoinder, the Petitioner claimed to have never been party to the purported agreement and that it did not bear her signature. She in fact claimed that the said document remained in draft form, unsigned by all the parties who were allegedly intended to execute it, and not witnessed as the designated spaces for witness signatures remained blank. She further argued that, given her refusal to sign the agreement, it was inconceivable that she would have subsequently signed the related resolutions and transfer forms.
42. The Petitioner denied the First Respondent's assertion under paragraph 21 of the Answer to the Petition that, as financiers, the Respondents deposited with Dr. Sari Abdelsalam funds in cash that set up the facility and kick-started operations, reasoning that it was inconceivable that the Respondents would choose to deliver substantial amounts of cash (over UGX 170,000,000) directly, rather than transferring the funds through the company's bank account.

43. Regarding the First Respondent's assertion that the Petitioner continuously dodged and absented herself from working with her fellow doctors towards ensuring the growth and success of the business, the Petitioner contended that there is a distinction between a shareholder and an employee of a company. Further, that in this Petition she was acting in her capacity as a shareholder and could not be subject to oppression or reprimand for refusing to assume the role of an employee in the company where she holds shares.
44. The Petitioner under paragraph 13 of her Rejoinder maintained that she had never signed or authorized her signature to be placed on any of the disputed company resolutions, share transfer instruments or Amended Memorandum and Articles of Association of the Company and that prior to the commencement of this Petition, her advocates formally requested the Respondents to produce the original resolutions allegedly bearing her signature however, the Respondents deliberately refused to provide the documents.
45. In relation to the First Respondent's assertion that the Board of Directors of the Company including Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, and Dr. Muna Abdalla Ahmedai, in their individual capacities, had never received any formal complaint filed by the Petitioner alluding to the alleged oppressive conduct and/or unlawful prejudice, the Petitioner claimed in paragraph 14 of her Rejoinder that her Advocates wrote a letter dated 1st July 2025 raising the complaints about the Respondents' conduct which letter was duly received by the First Respondent, who apparently nonetheless chose not to provide any response.
46. The Petitioner, in conclusion, reaffirmed that at no point did she sign any of the disputed resolutions or share transfer instruments presented in this matter and that she had never given authorization for her signature to be copied, reproduced or affixed to any documents. She further claimed that she was subjected to systematic oppression by being excluded from critical decision-

making processes within the company, which culminated in the fraudulent act of forging her signature on key documents.

47. The Petitioner re-echoed her prayers that the Registrar of Companies order that the impugned documents, including the forged resolutions and share transfer instruments, be expunged from the register of companies. Further, that the register be rectified and restored to reflect the true and lawful ownership as it originally stood.

G. Schedules

48. At the closure of the hearing of this matter, I instructed both counsel to present written submissions and issued schedules as below;

- a) Written submissions from the Petitioner were to be filed and served by the 3rd day of November, 2025.*
- b) Written submissions from the Respondents were to be filed and served by the 7th day of November 2025.*
- c) Any submissions in rejoinder were to be filed and served by the 14th day of November 2025.*

49. I informed the parties that the ruling would be issued on notice.

H. Issues

50. All parties having presented their cases, I find that three issues are sufficient to address the concerns in this matter.

- a) Whether the impugned documents were validly passed?*
- b) Whether the conduct of the Respondents, in view of the acts complained of, constitutes oppression within the meaning of Section 243 of the Companies Act Cap 106?*
- c) What remedies are available to the parties?*

I. Determination

- a. Whether the impugned documents were validly passed?**

51. The Petitioner averred in paragraph 10 of the Petition that she discovered that, without her knowledge or consent, 25 shares and 10 shares were purportedly

allocated to Ahmed Mohamedali Abdelaziz (the First Respondent) and Alan Mohamed Gabriel Amum (the Second Respondent), respectively. The Petitioner, under paragraph 6 of the disputed facts in her Statutory Declaration supporting the Petition, expressly disputed and challenged the authenticity and validity of the following documents purporting to include the Respondents as shareholders in the company, averring that she did not execute or endorse the same but yet they bore her signature;

- a. The Special Resolution dated 28th January 2025 purporting to authorize the transfer and allotment of shares to the Respondents.*
- b. The Transfer of Share Stock dated 5th February 2025 purporting to effect a transfer of 9 shares from the Petitioner to Alan Mohamed Gabriel Amum.*
- c. The Special Resolution dated 5th February 2025 purporting to amend the Memorandum and Articles of Association.*

52. In discrediting these documents, the Petitioner asserted that she had never been notified of, nor did she participate in, any meeting at which the allocation or transfer of shares was purportedly resolved. She further reiterated in her Rejoinder that she did not sign any of the disputed resolutions or share transfer instruments, nor did she ever authorize the copying, reproduction, or affixing of her signature on any of the documents presented in this matter.

53. In response, the First Respondent, in paragraph 5 of his Statutory Declaration, contended that the allotment of shares to the Respondents in Teriaq Medical Centre Ltd, was done lawfully and was undertaken with the full knowledge, participation, and consent of all founding members, including the Petitioner. He asserted that on 28th January 2025, the subscribers to the Memorandum and Articles of Association, namely; Dr. Sari Abdelsalam Mohammedahmed Hamid, Dr. Hawa Harun Jabar, Dr. Emtithal Mirghani Idris Jabar, and Dr. Muna Abdalla Ahmedai, unanimously passed a Special Resolution transferring shares from the initial subscribers and allotting them to the Respondents in

agreed proportions based off prior discussions between the Respondents and the initial members to include them as shareholders due to their funding.

54. The First Respondent further asserted that on 5th February 2025, the same members unanimously passed a subsequent Special Resolution notifying the Registrar of Companies of the changes in share structure to include the Respondents as shareholders. He averred that the corresponding alterations in shareholding were duly executed through Transfer of Share Stock forms signed by the respective transferors in favour of the respective transferees, witnessed in accordance with the law, and filed with the Registrar of Companies together with the requisite Certificate of Share Transfer Stock. He added that the said members thereafter filed an Amended Memorandum and Articles of Association on 6th February 2025 to reflect the new shareholding structure. The First Respondent maintained that all resolutions, alterations, and filings were carried out with the approval and participation of all four founding members, including the Petitioner.
55. In resolving the first issue, this Office will confine itself to two key considerations: firstly, whether the proper procedure for the transfer and allotment of shares, as required under the Companies Act and the Memorandum and Articles of Association of Teriaq Medical Centre Ltd, was followed; and second, whether the impugned documents effecting the alleged transfers were duly executed by the Petitioner. I will begin with the procedure for transfer and allotment of shares.
56. The proper procedure for effecting a transfer of shares in a private limited liability company requires the Board of Directors to convene and formally consider and authorize the proposed transfer. Article 3 of the Company's Articles of Association expressly vests the directors with the discretion to approve or refuse any transfer of shares. In the present case, no Board Resolution was ever passed to authorize the impugned transfers. Without such a resolution, the alleged transfers could not legally occur. The existence of

Special Resolutions purporting to authorize the transfers does not cure this defect, as the law and the Company's Articles of Association make clear that it is the Board that must approve and authorize a share transfer.

57. In addition, Section 148 of the Companies Act, Cap. 106 provides;

(1) Every company shall cause minutes of all proceedings of general meetings and of all proceedings at meetings of its directors to be entered in books kept for that purpose.

(2) Any minute referred to in subsection (1)....shall be evidence of the proceedings

(3) Where minutes have been made in accordance with the proceedings at any general meeting of the company or meeting of directors then, until the contrary is proved, the meeting shall be taken to have been duly held and convened...

58. The aforementioned section requires companies to maintain accurate minutes of all proceedings at general meetings and directors' meetings, which constitute the official record of decisions and deliberations. When properly kept, such minutes serve as *prima facie* evidence of the proceedings and create a legal presumption that the meetings were duly convened and held. This presumption safeguards the validity of the company's decisions and places the burden on any party challenging a resolution to produce credible evidence to rebut it.

59. In the present matter, the First Respondent asserted that meetings were held during which the initial shareholders unanimously resolved to transfer some of their shares to the Respondents in an agreed upon manner. The Petitioner disputed this. Notably, the Respondents did not produce any minutes or formal records to demonstrate that the alleged meetings took place or that the resolutions authorizing the transfer and allotment of shares were ever passed. The absence of such documentary evidence raises doubt as to whether the purported meetings occurred. In addition, having read the Articles of Association of Teriaq Medical Centre Ltd, Article 1 on Transfer and Transmission of Shares is to the effect that '*any party... proposing to transfer any*

shares shall give notice in writing to the other parties. The transfer notice shall specify the number of shares the transferor proposes to transfer'. This Article requires any member intending to transfer their shares to first give written notice to the other members. In this case, no evidence of this notice was produced by the Respondents to confirm the Petitioner's intention/agreement to transfer any of her shares.

60. In my view, the facts reveal a clear misalignment regarding the Respondents' addition to the company as shareholders. The Petitioner acknowledged that discussions regarding their possible inclusion took place, but asserted that no conclusive agreement was ever reached. The First Respondent, in paragraph 22 of his Statutory Declaration supporting the Answer to the Petition, contended that the initial subscribers and the Respondents formally executed and signed a Memorandum of Understanding, which he attached, summarizing and contextualizing all prior discussions, and further alleged that the Petitioner declined to sign it for reasons unknown. In her rejoinder, however, the Petitioner categorically stated under paragraph 11 that she was never party to the purported Memorandum of Understanding, that it was neither finalized nor validly executed, and therefore could not form a basis for the Respondents' admission as shareholders, to which I agree.
61. From the foregoing, it is evident that the Petitioner did not agree to the inclusion of the Respondents as shareholders, which explains her refusal to sign the proposed Memorandum of Understanding. It follows logically that a person who fundamentally opposed the Respondents' admission as shareholders in the company could not, thereafter, have participated in or consented to any purported meeting authorizing the same. In the absence of any formal proof from the Respondents that such a meeting took place, such as notices, minutes, or an attendance list, I am persuaded by the Petitioner's assertion that no such meeting was held and that the alleged resolutions were never passed.

62. Therefore, regarding the proper procedure for a transfer to have occurred, I find that the Company did not comply with the necessary prerequisites. As a result, any documents arising from the purported meeting, including the registered resolutions and transfer instruments, are invalid. Nonetheless, I will proceed to address them as well.
63. The Petitioner contended that her signature was forged on the two cited resolutions as well as on the transfer documents. The First Respondent, however, maintained that the Petitioner lawfully executed the impugned documents. In paragraph 34 of his Statutory Declaration, the First Respondent argued that the Petitioner had not adduced any cogent extrinsic evidence to prove that she did not sign the Resolutions, Share Transfer Stock Form, or the Amended Memorandum and Articles of Association transferring her shares to the Second Respondent, nor had she proved that her signature was forged or by whom.
64. The First Respondent further stated that the Company instructed Micheal Ejupu Engoru from M/s Engoru, Ejupu & Co. Advocates to add shareholders and carry out the necessary registrations with URSB. I must note that I find it strange that the Petitioner, having declined to sign the earlier Memorandum of Understanding that proposed including the Respondents as shareholders, would then elect to sign the contested resolutions filed with URSB that achieved the same result. In an attempt to justify the authenticity of the impugned documents, the First Respondent attached an affidavit from Counsel Ejupu Micheal confirming that he acted on the Company's instructions to effect the transfer of shares. In paragraph 5 of his affidavit, the Advocate stated that, for purposes of effecting the registration with URSB, he utilized previously supplied specimen signatures and identification documents of the existing shareholders, which had been provided at the time of the Company's initial registration. From this, it was evident that the Advocate, already in possession

of the Petitioner's specimen signature, reproduced/pasted it on the contested resolutions filed with URSB.

65. The Petitioner, under paragraph 16 of her Rejoinder, emphasized that she never signed any of the disputed documents, nor did she authorize the copying, reproduction, or affixing of her signature onto any such documents. This raises the pertinent question of how the Advocate came to use the Petitioner's signature without her knowledge or consent. In his affidavit, the Advocate Ejupu Micheal stated that all shareholders had unanimously agreed with the outcome of the purported meetings, and therefore, in his view, there was no need for fresh signatures at the time, prompting him to proceed with the transfers.
66. I agree with Counsel for the Petitioner, as submitted in their written submissions, that Advocate Ejupu Michael unequivocally and openly admitted, through his affidavit, to having extracted or copied the Petitioner's signature and subsequently inserted it into the disputed documents. Such conduct would ordinarily be of no consequence had the Petitioner consented to the use of her signature for that purpose. However, in the absence of any evidence to the contrary, I find that Advocate Ejupu Micheal's admission buttresses the Petitioner's assertion that she did not sign or consent to the use of her signature on the disputed documents.
67. I also note that the withdrawal of the Second Respondent from the matter, and his express disassociation from any response or defence filed on his behalf by the First Respondent, casts considerable doubt on the credibility of the facts presented by the First Respondent. If the transactions through which the Respondents purportedly became shareholders had been conducted lawfully and transparently, it is unclear why the Second Respondent would retract the authority he initially granted to the First Respondent to respond on his behalf. His withdrawal suggests the possibility of impropriety surrounding the impugned transactions and further undermines the First Respondents' version

of events, which purports to justify the actions taken in respect of both Respondents. In addition, the Petitioner, under paragraph 7 of the disputed facts in her Statutory Declaration supporting the Petition, contended that by a letter dated 1st July 2025, her advocates requested information from the Directors of the Company concerning the disputed transactions, but the Directors failed to respond. This further reinforces the notion of impropriety in the execution of the purported transfers.

68. Lastly, on this issue, the Petitioner argued that the Respondents failed to rebut her claim that she never received any payment for the alleged transfer of her shares. She noted that no documentary proof of consideration was produced, nor was any explanation given by the Respondents, which in her view confirmed that no genuine sale took place. She further highlighted that during the initial hearing on 1st October 2025, the Second Respondent, who was alleged to have purchased her shares, revealed that he did not even know that the shares he purportedly owned had been acquired from her. The fact that the Second Respondent only learned during the first hearing that the shares he had purportedly purchased had originated from the Petitioner presented further proof that no legitimate share purchase had occurred.

69. The circumstances surrounding the alleged transfer of the Petitioner's shares strongly point to deliberate mischief in the transaction. A bona fide purchaser of shares would ordinarily know the identity of the transferor and possess documentation confirming payment and the terms of transfer. Yet, the Second Respondent openly admitted during the hearing that he was unaware that the shares he purportedly owned had been acquired from the Petitioner, a revelation wholly inconsistent with a genuine purchase. This nescience, coupled with the Respondents' complete failure to produce any proof of payment or even a coherent explanation of how the transaction occurred, suggests that no legitimate sale ever took place. Instead, it supports the Petitioner's assertion that the instruments were fabricated and the documents

engineered to create the appearance of a lawful transfer when none existed. These inconsistencies, taken together, point to a deliberate scheme to deprive the Petitioner of her shares through irregular and fraudulent means.

70. As I conclude the first issue, I find that the impugned documents were neither validly passed nor validly executed. The two resolutions in question were irregularly adopted and are therefore void *ab initio*. Of particular importance are the additional share transfers contained in the contested Special Resolution dated 28th January 2025. Although the Petitioner brought this Petition in respect of the transfer of her own shares to the Second Respondent, the same resolution purported also to effect further transfers by other initial shareholders to both the First and Second Respondents. Because the special resolution transferring shares to the Respondents is defective, the additional transfers, being part of the same defective resolution, must likewise be expunged.
71. It is immaterial that the other transferors did not join the Petitioner in challenging the resolution. The meetings said to have authorised the transfers did not comply with the procedural prerequisites prescribed by company law and the Company's Articles of Association and were therefore procedurally defective. Where the foundational process is invalid, any outcomes purportedly arising from it cannot stand. The High Court of Uganda in *Ocora v Ocora & 3 Others (Miscellaneous Application 1336 of 2024) [2024] UGCommC 345 (30 December 2024)*, referring to *Fang Min v Uganda Hui Neng Mining Ltd. & Others (HCCS No. 318 of 2016)*, recognised the principle that meetings held without quorum or without notifying relevant directors are null and void. Likewise, Justice Geoffrey Kiryabwire in *Seremba Mark v Isanga Emmanuel & 3 Others (In the Matter of Greenvine College Ltd, Companies Cause No. 27 of 2004)* held that '*...meetings convened without notifying the relevant members are null and void. Consequently, such meetings render their outcomes worthless.*' Applying these authorities, the share transfers contained in the

impugned resolution, even where not expressly contested by the respective transferors, are of no legal effect.

72. Accordingly, any documents derived from or predicated upon the irregular resolution, including the transfer instruments and the purported Amended Memorandum and Articles of Association, are likewise null and void. If the other initial shareholders wish to pursue the purported transfers, they must do so by following the proper procedure set out in the Companies Act and in the Company's Articles of Association. That procedure requires the transferor to give notice in writing to the company and to the other shareholders specifying the shares proposed to be transferred. A Board meeting must then be convened with proper notice to all directors, including the Petitioner in this case, at which the proposed transfer(s) may be considered and, if approved, the necessary instruments executed.

73. It is also necessary to emphasise the operation of pre-emption (right of first refusal) in this context. Pre-emption rights protect existing shareholders by giving them priority to purchase new or existing shares before those shares are offered to outsiders, thereby preserving their ownership percentage and guarding against unwanted dilution. Article 1 of the Company's Articles of Association expressly provides that the initial parties shall have priority to purchase those shares. This means that any initial shareholder intending to sell must first offer the shares to the other initial shareholders, including the Petitioner, before approaching third parties. Failure to comply with this provision further undermines the validity of the transfers in question.

b. Whether the conduct of the Respondents, in view of the acts complained of, constitutes oppression within the meaning of Section 243 of the Companies Act Cap 106?

74. The Petitioner sought a declaration that she was subjected to oppressive conduct and unfairly prejudiced by being excluded from the Company's decision-making processes, which ultimately resulted in the allotment of shares

to the Respondents in breach of her rights as a shareholder. In doing so, she raised two distinct claims: Oppressive conduct, which falls within the jurisdiction of the Registrar of Companies, and Unfair prejudice, which lies within the jurisdiction of the High Court. I therefore find it necessary to briefly distinguish the two.

Oppressive Conduct v Unfair Prejudice/Prejudicial Conduct

75. Sections 243 and 244 of the Companies Act Cap. 106 establish two related but distinct remedies for members aggrieved by the conduct of a company's affairs. While both provisions aim to safeguard shareholders, particularly minority members, from unfair treatment, they differ in both nature and legal threshold. Section 243 (*formerly Section 247 of the Companies Act of 2012*) addresses member oppression, which concerns conduct that affects a member in their individual capacity as a member, and such matters fall within the jurisdiction of the Registrar of Companies. The petition submitted to the Registrar serves as an alternative remedy to winding up, indicating that the conduct in question must be serious rather than merely an isolated instance of unjust conduct.
76. Conversely, Section 244 (*formerly Section 248 of the Companies Act of 2012*) deals with prejudicial or unfairly prejudicial conduct, which affects the interests of members collectively and is to the detriment of the company and/or its objects, and is adjudicated by the High Court. In the case of *Olive Kigongo v. Mosa Courts Apartments, High Court Company Cause No. 01 of 2015*, the Court emphasized that '*..matters relating to oppression are meant to be dealt with by the Registrar of Companies under Section 247 (now 243) of the Companies Act. Court should restrict itself to matters that fall under Section 248 (now 244) relating to unfair prejudice which affects interests of members.*'
77. Justice Stephen Musota in the case *Edward Ssentenza and another V Donnie Company Limited and another HCT-00-CV-CI-0005-2016* distinguished the two by observing that;

- a. *If the complaint is that the minority shareholders are oppressed because decisions that are “burdensome, harsh and wrongful” against them are being made by the management of the Company and the acts complained of would as a test amount to grounds for winding up on just and equitable grounds, then the remedy is under S. 247 (now 243) before the Registrar of Companies.*
- b. *If the complaint is simply that the affairs of the Company are being managed in a manner unfairly prejudicial to the interest of the members then the remedy is under S. 248 (now 244) of the Companies Act Cap 106 before the High Court.*

78. Justice Musota’s observation draws a clear distinction between oppression under Section 243 and unfairly prejudicial conduct under Section 244 by focusing on the nature of the complaint and the proper forum for redress. Oppression under Section 243 requires conduct that is harsh, wrongful, abusive, or carried out in bad faith, often involving a violation of a member’s legitimate expectations, and therefore carries a higher and narrower standard of proof, and such complaints are handled by the Registrar of Companies. In contrast, unfairly prejudicial conduct under Section 244 concerns the broader management of the company’s affairs in a manner that is unfair to the interests of members generally, making it a governance issue that falls within the jurisdiction of the High Court. It does not require intentional wrongdoing and may arise from actions such as mismanagement, improper allocation of resources, exclusion from information, or any conduct that adversely affects members or the company’s interests.

79. As such, while oppression targets deliberate or abusive behaviour, prejudicial conduct is broader, easier to establish, and focuses primarily on the effect of the conduct rather than the intention behind it. The Courts having given different interpretations to the two remedies, the burden of proof in each case differs. In *Such v RW-LB Holdings Ltd (1993) 11 BLR (2d) Alta QB*, it was held that the *‘burden of proof required for unfair prejudice or unfair disregard is less rigorous than the burden of proof required for oppression because what is at issue is the unfair result*

of the conduct, not the state of mind of the wrongdoer'. Similarly, in *Re Mason and Intercity Properties Ltd*(1987) 59 OR (2d) 631 CA Blair JA opined that 'oppressive' conduct involves a more rigorous standard than that of 'unfair prejudicial conduct' or conduct which 'unfairly disregards'.

Oppression in the instant case

80. Having distinguished the two, I will now consider the allegation of oppression, which falls within the jurisdictional mandate of the Registrar of Companies, in light of the facts before me. Section 243 of the Companies Act, Cap. 106, is to the effect that a member of a company who is subjected to oppressive conduct may petition the Registrar of Companies for appropriate relief.
81. Oppression, as discussed above, connotes actions that are burdensome, harsh, or wrongful, and which violate a member's reasonable expectations of how the company should be run. In *Elder vs Elder & Watson Ltd. [1952] SC 49*, Lord Cooper noted that '*.... oppression requires a visible departure from standards of fair dealing and an infringement on the aggrieved party's proprietary or participatory rights*'. For the Petitioner to succeed on grounds of oppression in the Companies Act, she must show not only that she has been oppressed as a shareholder of a company, but also that it has been the affairs of the company that have been conducted in a manner oppressive towards her. The oppression complained of must be to a person in their capacity as a member and not in any other capacity. In *Re: Five Minutes Car Wash Services Ltd. [1966] 1 ALL ER 242 at pp 246-247*, Buckley J held that a member claiming oppression '*...must have established that at the time when his petition was presented, the affairs of the Company were being conducted in a manner oppressive of himself, or of a part of the members including himself, and unless a petitioner in his petition alleges facts capable of establishing that the Company's affairs are being conducted in such a manner, the Petitioner will disclose no ground for granting any relief and will be dismissed as being demurrable. First, the matters complained of must affect the person or persons alleged to have been oppressed in his or their character as a member or members of the Company. Harsh or unfair*

*treatment of the member in some other capacity, as for instance a director or creditor of the Company, or as a person doing business or having dealings with the company, or in relation to his personal affairs apart from the Company, cannot entitle him to any relief. Furthermore, in **Cliff Masagazi v Afriland First Bank Uganda Ltd (Company Cause No. 08 of 2020)** court observed that ‘Oppressive conduct ... necessitates a course of conduct, not mere isolated acts... involving an invasion of legal rights, displaying lack of probity on the part of those conducting the company’s affairs, and affecting the Petitioner in his capacity as a member.’*

82. In the instant facts, Counsel for the Petitioner in their written submissions argued that there was undisputed evidence that serious disagreements arose regarding the admission of new shareholders. Further, that rather than resolving these differences lawfully, the Respondents resorted to outright forgery by fraudulently depriving the Petitioner of her nine (9) shares and fabricated her signature on the company resolutions and share transfer instrument. Counsel argued that this conduct was not only deceitful but also a flagrant act of oppression.

83. While I concur that the actions of the Respondents were illegal aimed at depriving the Petitioner of a portion of her shares, I contend that these actions originated from a singular act intended to add the Respondents, who had invested funds in the entity in return to attaining membership status in the company. This can be remedied through the annulment of the contested resolutions and transfer forms. Oppressive conduct, as noted in **Cliff Masagazi v Afriland First Bank Uganda Ltd (Company Cause No. 08 of 2020)**, requires more than a single unfair act, it must reflect a consistent pattern of behaviour that infringes a member’s rights and is carried out in bad faith. The key consideration is whether those in control have consistently acted in a manner that is wrongful or inequitable toward a member specifically because of their position in the company. This standard ensures that only serious and sustained

misconduct, not isolated disagreements or administrative lapses, amount to oppression.

84. Thus, in resolution of the second issue, I find that the Respondents' conduct was dishonest and carried out in bad faith. However, the evidence does not establish the consistent and sustained pattern of conduct required to meet the threshold for oppression under Section 243 of the Companies Act, Cap. 106 and decided cases. Accordingly, the Respondents actions, though irregular and dishonest, did not amount to oppression within the meaning of the law.

c. What remedies are available to the parties?

85. The Registrar of Companies' statutory jurisdiction relates to the exercise of two distinct powers, firstly is the power to hear and determine complaints by an oppressed member under Section 243 of the Companies Act Cap 106 as discussed in the preceding issue, and secondly, the power to rectify and update the company's register pursuant to Regulation 8 (1) of the Companies (Powers of the Registrar) Regulations SI No. 71 of 2016. Regulation 8 (2) further states 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*

86. Having considered the evidence, I find that the Special Resolutions dated 28th January 2025 and 5th February 2025, share transfer instruments, and the Amended Memorandum and Articles of Association submitted in favour of the Respondents were irregularly passed and improperly filed. Consequently, the Petitioner was wrongfully deprived of her shareholding in Teriaq Medical

Centre Ltd, as the proper procedures were not observed and the requisite documents were neither validly executed nor authorized.

87. As such, pursuant to Regulations 8 and 32 of the Companies (Powers of the Registrar) Regulations SI No 71 of 2016, I hereby make the following orders;

- 1) That the purported Special Resolution dated 28th January 2025 and registered on 5th February 2025, transferring the initial members' shares in Teriaq Medical Centre Ltd to the First and Second Respondents, be declared null and void for having been irregularly passed.*
- 2) That the Special Resolution dated 5th February, 2025, and registered on 6th February 2025, purporting to amend the Memorandum and Articles of Association of Teriaq Medical Centre Ltd. in favour of the Respondents, be and is hereby declared null and void for having been irregularly passed.*
- 3) The Transfer of Share Stock registered on 05th February, 2025, purporting to transfer 8 Ordinary shares in Teriaq Medical Centre Ltd from Sari Abdelsalam Mohammedahmed Hamid to Ahmed Mohamedali Abdelaziz Mohamedali is declared null and void, and is to be expunged from the register for having been illegally endorsed.*
- 4) The Transfer of Share Stock registered on 05th February, 2025, purporting to transfer 9 Ordinary shares in Teriaq Medical Centre Ltd from Hawa Harun Jabar to Ahmed Mohamedali Abdelaziz Mohamedali is declared null and void, and is to be expunged from the register for having been illegally endorsed.*
- 5) The Transfer of Share Stock registered on 05th February, 2025, purporting to transfer 9 Ordinary shares in Teriaq Medical Centre Ltd from Emtithal Mirghani Idris Jabir to Alan Mohamed Gabriel Amum is declared null and void, and is to be expunged from the register for having been illegally endorsed.*
- 6) The Transfer of Share Stock registered on 05th February, 2025, purporting to transfer 1 Ordinary share in Teriaq Medical Centre Ltd from Muna Abdalla Ahemdai to Alan Mohamed Gabriel Amum is declared null and void, and is to be expunged from the register for having been illegally endorsed.*

- 7) *The Transfer of Share Stock registered on 05th February, 2025, purporting to transfer 8 Ordinary shares in Teriaq Medical Centre Ltd from Muna Abdalla Ahmedai to Ahmed Mohamedali Abdelaziz Mohamedali is declared null and void, and is to be expunged from the register for having been illegally endorsed.*
- 8) *The Certificate on Transfer of Share Stock dated 25th January 2025, purporting to certify the transactions transferring 35 shares in Teriaq Medical Centre Ltd to the Respondents as bona fide sales between willing buyers and willing sellers, is hereby declared null and void, and is to be expunged from the register for having been illegally endorsed.*
- 9) *The Amended Memorandum and Articles of Association registered on 6th February 2025, to include the Respondents as shareholders in Teriaq Medical Centre Ltd, be expunged from the register for having been illegally endorsed*
- 10) *I make no order as to costs.*

I so Order.

Given under my hand this 22nd day of December 2025

Daniel Nasasira

Assistant Registrar of Companies