

Livingstone Bukonya Muwonge with 40 shares.

5. This Petition arises from a dispute over the directorship and shareholding of the Company, with the Petitioner alleging that the Respondent procured his appointment as director and acquisition of shares through forged resolutions and falsified statutory filings. The Respondent denies these allegations and maintains that his appointment and shareholding were lawful and consensual.
6. The Petitioner contended that, through a series of unlawfully executed and filed resolutions, share transfer forms, and an amended version of the company's Memorandum and Articles of Association bearing fabricated signatures of the initial subscribers, the Respondent orchestrated his own appointment and that of Olak Patrick as directors/members of the Company, and further caused them to be designated as authorised signatories to the Company's bank account.
7. The Respondent denied engaging in any fabrication of signatures or other improper conduct to secure membership or appointment as a director/bank signatory of the Company as the Petitioner alleged. The Respondent maintained that he is a lawful member and director of the Company in accordance with the Company's records.
8. Although the matter was instituted as a Petition, the pleadings do not disclose any claim of member oppression. Accordingly, I will treat it as an application for rectification of the register pursuant to Regulation 20 of the Companies (Powers of the Registrar) Regulations, S.I. No. 71 of 2016.

C. Petitioner's case

9. The Petitioner, under paragraphs 4, and 5 of his statutory declaration supporting the Petition, contended that he was an initial subscriber to the company's Memorandum and Articles of Association with 50% shares. He contended that based on a Board Resolution with fabricated signatures dated 11th October 2021 and filed on 13th October 2021, the Respondent and Olak Patrick were irregularly

appointed as Directors of the Company. The said resolution was purportedly signed by Dennis Kamoga and the Petitioner. The Petitioner filed a supplementary statutory declaration with a forensic police report attached that confirmed that the signatures on the said resolution were fabricated.

10. The Petitioner averred that the said resolution appointing both himself and the Respondent as authorised signatories to the Company's bank account held at Stanbic Bank Uganda Limited bore fabricated signatures and there was never a meeting properly so called to deliberate on the details indicated in the resolution.
11. Subsequently, a company form 20 was filed on the 11th day of October 2021 to reflect the appointments of the Respondent and Olak Patrick as directors and the same form 20 (particulars of directors and secretary) was purportedly signed by Dennis Kamoga and Derrick Kitwe as director and secretary respectively.
12. Under paragraph 6 of his statutory declaration, the Petitioner contended that a signature purported to be that of Dennis Kamoga was fabricated by the Respondent and used repeatedly in place of the genuine signature of Livingstone Bukenya Muwonge, an initial subscriber at incorporation, without his authorisation.
13. Furthermore, a special resolution was filed on the 31st day of January 2022, which purported to transfer shares from Livingstone Bukenya Muwonge to Olak Patrick and the Respondent, Ivan Sekidde. The same resolution also purported to transfer shares from Kamoga Dennis to Ivan Sekidde and the Petitioner, Kitwe Derrick. Kamoga Dennis and Livingstone Bukenya Muwonge allegedly signed the same. The Petitioner maintained, as referenced under paragraph 7 of his statutory declaration, that the signatures did not match the parties' authentic signatures recorded in the Company's Memorandum and Articles of Association of 2016.
14. Under paragraph 8 of his statutory declaration, the Petitioner deposed that the return of allotment form that was filed on the 31st day of January 2022 bore a

fabricated signature of Livingstone Bukenya Muwonge.

15. The Petitioner contended under paragraph 9 of his statutory declaration that various transfer of share stock forms were filed with URSB on the 31st day of January 2022, detailing the transfer of 10 shares from Kamoga Dennis to the Respondent, 10 shares from Kamoga Dennis to Kitwe Derrick, 15 shares from Livingstone Bukenya Muwonge to the Respondent, and 25 shares from Livingstone Bukenya Muwonge to Olak Patrick. Amended Memorandum and Articles of Association were also filed to capture the aforementioned contested subsequent shareholding.
16. The Petitioner asserted under paragraphs 10 to 13 that the Respondent's actions were detrimental to him as a subscriber and the company, and that it was in the interest of justice that all documents, resolutions and company filings containing fabricated signatures be expunged from the register, the directors appointed through fabricated documents or resolutions be removed, the board of directors before the said filings be reinstated and that the Respondent be restrained from acting as a director or shareholder of the company.

D. Respondent's case

17. The Respondent contended under paragraph 4 of his Statutory Declaration in reply that he had never engaged in any dubious conduct to gain membership or directorship in the company as alleged by the Petitioner, but rather was one of the legitimate shareholders and directors of the company as per the company records.
18. The Respondent maintained under paragraph 5 of his statutory declaration that he was a current director in charge of accreditation, licensure, and certification, with the Petitioner being his co-shareholder and director in charge of operations in the company.
19. The Respondent contended under paragraphs 6 and 7 of his statutory declaration that during a company engagement in 2018, he and Olak Patrick met the Petitioner

while working together on a project, following which the Petitioner invited them to join the Company, which he claimed was inactive at the time following its incorporation with the Petitioner, his brother, and father as the initial subscribers.

20. The Respondent further deposed that in 2021, pursuant to the foregoing discussions, he and Olak Patrick met with the Petitioner and his legal counsel and executed resolutions to effect the transfer of shares to the Respondent and Olak Patrick, their appointment as directors, and change the bank mandate. He stated that under those arrangements, he was allotted shares transferred from Livingstone Bukenya Muwonge and Kamoga Dennis, and that Olak Patrick was similarly allotted shares. The Respondent annexed copies of the executed share transfer forms and the related email correspondence in support of his position.
21. The Respondent contended under paragraphs 8, 9, 10, and 11 of his statutory declaration that the Company subsequently pursued and obtained approval from the Ministry of Health to provide training, auditing, and accreditation support to medical laboratories in Uganda.
22. He further averred that the working relationship among the parties remained cordial and mutually cooperative until 2021, when the Company entered into a partnership with M/s Joint Clinical Research Centre, following which the Petitioner allegedly began to conduct himself in a disrespectful and unprofessional manner toward the Respondent and Olak Patrick.
23. The Respondent further alleged that, owing to the substantial sums involved in the project, the Petitioner became greedy and engaged in dubious conduct, including the alleged fabrication of the Respondent's signature on accountability reports. In support of these allegations, the Respondent annexed copies of the relevant correspondence.
24. The Respondent further contended that at a certain point, he was forced to report the Petitioner to the Project Manager, who advised the parties to resolve their

internal disputes amicably. Consequently, a Memorandum of Understanding was executed, pursuant to which the parties agreed to cooperate and work harmoniously until the project's conclusion in September 2026.

25. The Respondent contended that it was untenable for the Petitioner, having brokered the transfer of his father and brother's shares to the Respondent and Olak Patrick, and having further acknowledged the Respondent as a legitimate shareholder and director under a Memorandum of Understanding, to subsequently allege that the Respondent forged documents to secure the bank mandate, membership, and directorship of the Company.
26. The Respondent concluded by deposing that the petition was filed in bad faith and was intended to throw him out of the company and prayed that the learned Registrar of Companies be pleased to dismiss the Petition with costs.

E. Petitioner's case in rejoinder

27. The Petitioner, in rejoinder to paragraph 4 of the Respondent's statutory declaration, where the Respondent denied having fabricated signatures or engaged in improper conduct, maintained that the allegations set out in the Petition were supported by expert evidence in the form of forensic analysis reports and remained unrefuted by credible evidence.
28. The Petitioner, in rejoinder to paragraphs 5, 6, and 7 of the Respondent's statutory declaration in reply, averred that the Company employed the Respondent as a Quality Assurance Officer and not as a Director in charge of Accreditation, Licensure, and Certification, as the Company does not recognize such a position.
29. The Petitioner further contended that he was at the material time employed as a Regional Manager with the Infectious Diseases Institute, during which period he interacted with the Respondent, who had participated in a two week engagement with the Infectious Diseases Institute and not Biolabs Red Services Ltd, as alleged by the Respondent.

30. The Petitioner further denied the authenticity and validity of the share transfer instruments and resolutions relied on by the Respondent. He averred that the purported signatures of Livingstone Bukenya Muwonge and Kamoga Dennis appearing on the said documents were forgeries. He further deposed that he became aware of the alleged irregularities during the process of updating the Company's records, when a Registration Officer informed him that the directors he was presenting differed from those reflected on the official file. This discrepancy prompted him to make inquiries with the company's shareholders, who confirmed that they had not executed the contested documents.
31. The Petitioner added that he subsequently cautioned the shareholders against signing any documents presented to them by the lawyer; however, he contended that the alleged forgeries had by then already been effected in favour of the Respondent.
32. The Petitioner argued under paragraph 9 of his rejoinder that no cordial or established working relationship existed between the parties before 2021. He contended that, during the execution of the Company's first assignment at Muni University, a dispute arose between the Respondent and one of the proposed directors, Richard Ezinga, concerning financial matters. According to the Petitioner, the Respondent prevailed in that dispute, and Olak Patrick consequently replaced Richard Ezinga as a prospective director.
33. The Petitioner further asserted that, at the material time, he was a full-time employee of the Infectious Diseases Institute (IDI) and, during this period, he had minimal interaction with the Respondent.
34. In response to paragraph 10 of the Respondent's statutory declaration in reply, wherein he asserted that the Petitioner became greedy and forged his signature on accountability reports, the Petitioner averred in his rejoinder that financial reports were duly prepared by the Company's finance team and were executed by both

the Petitioner and the Respondent. He further contended that the alleged practice of withholding financial reports was started by the Respondent following the emergence of allegations of forged signatures, and that such conduct was employed as a means of asserting control over the Company's financial management system after the Respondent had been removed as a signatory to the Company's bank account upon discovery of the impugned resolution. The Petitioner contended that these events resulted in a meeting convened by the Project Manager, following which a Memorandum of Understanding was executed. He averred that although several of the conditions stipulated therein were duly complied with, the Respondent declined to transfer the shares allegedly taken without authorisation.

35. The Petitioner averred that, notwithstanding the execution of the Memorandum of Understanding (MOU), the Respondent failed to re-transfer the shares allegedly taken without authorisation and failed to submit his tax ledger to confirm compliance with the filing of tax returns as it was stipulated in the MOU. The Petitioner contended that this conduct evidenced an intention to retain the benefits of being a shareholder while disregarding the corresponding obligations in the Memorandum of Understanding.
36. The Petitioner, under paragraphs 13 and 14 of his rejoinder, denied forging signatures in securing the bank mandate, membership, and directorship in the company. The Petitioner further denied the assertion that he admitted to forging the Respondent's signature.
37. The Petitioner asserted under paragraph 15 of his rejoinder that the Respondent was conflicted as he was running a rival company run by his brother, Ronald Ssekyejjwe, who had previously worked with the company in 2021.
38. The Petitioner also attached two forensic document analysis reports to support his position that the signatures on the contested documents were not signed by the

designated parties as it was maintained by the Respondent.

39. The Petitioner sought that it was in the interest of justice that the prayers sought in regard to rectification of the register be granted and that the learned Registrar of Companies be pleased to grant costs of the Petition.

F. Schedules

40. The parties having filed all the relevant pleadings including their Statutory Declarations pursuant to Section 286 of the Companies Act Cap 106, I instructed both counsel to present written submissions and issued schedules as follows;

- a) A joint scheduling memorandum was to be filed and served by the 27th day of February 2026.*
- b) Submissions from the Petitioner were to be filed and served by 06th day of March 2026.*
- c) Submissions from the Respondents were to be filed and served by the 13th day of March 2026.*
- d) A rejoinder, if any, was to be filed and served by the 20th day of March 2026.*

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

G. Issues

42. For purposes of resolving this dispute, I find that only two issues are sufficient to determine the matter conclusively.

- a) Whether the contested documents were validly passed?*
- b) What remedies are available to the parties?*

I. Determination

a. Whether the contested documents were validly passed?

43. The Petitioner instituted the present Petition seeking orders for the expungement from the company register of various documents through which the Respondent was purportedly registered as a member/shareholder and appointed as a director

of Biolabs Red Services Ltd. The said documents further conferred upon the Respondent a bank mandate authorizing him to act as a signatory to the company's bank account.

44. The Respondent contended that before his onboarding into the company, the company was dormant and had no operational activities. He further asserted that the impugned documents were duly and validly executed in 2021 with the participation and involvement of the Petitioner and the Petitioner's advocate. The Respondent maintained that the Petitioner acknowledged and recognized him as a director and shareholder of the company. This position was denied by the Petitioner, who maintained that the Respondent was merely an employee of the company who fraudulently registered documentation with illegally obtained signatures to designate himself and a one Olak Patrick as members/directors.
45. The issue for determination in this matter is whether the contested documents that resulted into the Respondent's admission as a member/director/bank signatory were validly filed and registered pursuant to the Company's Articles of Association and the Companies Act Cap 106. I shall proceed to consider the prevailing circumstances surrounding the said resolutions and forms.
46. The genesis of the dispute between the parties stemmed from a Board Resolution dated 11th October 2021 and filed on 13th October 2021, wherein Ivan Sekidde - the Respondent and Olak Patrick were appointed as Directors of the Company. The same resolution appointed the Petitioner and the Respondent as authorized signatories to the Company's bank account held at Stanbic Bank Uganda Limited. Dennis Kamoga (an initial subscriber) and the Petitioner purportedly signed the resolution, but the same was denied by the Petitioner, who stated that the Respondent fabricated the signatures and that no such meeting occurred as indicated by the Respondent.
47. Directors in a private company limited by shares are appointed by shareholders

via an ordinary resolution, or by the board to fill casual vacancies if allowed by the Articles of Association. Article 38 of the Companies Articles of Association provides that, *'all businesses shall be deemed special which is transacted at an extraordinary general meeting and also all business which is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of directors and auditors, the election of directors in place of those retiring and the appointment and the fixing of the remuneration of the Directors.'* It follows from the aforementioned Article that appointment of Directors for this company was supposed to be effected at a members meeting and by way of an ordinary resolution not a Board resolution as was done in this case.

48. Additionally, Section 136 of the Companies Act Cap 106 is to the effect that such meetings shall be called by a twenty-one (21) days' notice in writing. The same position is indicated under Article 37 of the company's Articles of Association which stipulates verbatim that, *'General meetings shall be called by a 21 days notice in writing at the least...'* Upon perusal of the evidence presented by the Respondent, there is no indication that notice was issued for the purported meeting.

49. It was the Petitioner's position that the meeting from which the resolution was derived did not occur. Additionally, he argued that the signatures on the resolution were fabricated. The Respondent did not provide any evidence to prove that notice had been issued to the designated parties as required under the Companies Articles of Association. In the absence of any evidence to the contrary establishing that notice for the meeting was issued and the same served upon the Company's directors, I find that no such notice was given as required under Article 37 of the Company's Articles of Association. Justice David Wangutusi, in *Fang Min v Uganda Hui Neng Mining Limited & 5 Others*, HCCS No. 318 of 2016, while re-echoing the words of the learned 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 ‘resolutions passed by persons without the authority to do so, and meetings held without notifying the relevant members, are null and void. Consequently, such meetings render their outcomes worthless’.

50. Section 148 of the Companies Act, Cap. 106 further states that;

(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...*

51. The interpretation of Section 148 of the Companies Act Cap 106 is that companies are required to maintain accurate minutes of all proceedings at general meetings and directors’ meetings, which serve as the official record of decisions and deliberations. These minutes, when properly recorded, are considered *prima facie* evidence of the proceedings and create a legal presumption that the meetings were duly held and convened. This presumption protects the company and its decisions, placing the burden on anyone challenging a resolution to provide credible evidence to rebut it.

52. The Respondent did not produce minutes or other formal records from the alleged meeting on 11th October, 2021, where the resolution appointing the Respondent and Olak Patrick as directors of the company and both the Petitioner and the Respondent as signatories to the company bank account in the Stanbic bank was passed.

53. In the absence of evidence such as notices, minutes, or attendance records confirming that the meeting occurred as required under company law, I am convinced to accept the Petitioner’s argument that the purported meeting did not happen and that the signatures of the directors on the resolution were simply

affixed without their knowledge or consent. Under the Companies Act and the Company's Articles of Association, appointment of directors and transfer of shares must be effected by proper Board or General Meetings, with genuine participation and authorisation of existing shareholders and directors. The evidence on record supports the Petitioner's claims that no such meetings were convened, and that the documents relied upon to effect changes in directorship and shareholding were fabricated. Notably, the Petitioner's version is corroborated by the absence of contemporaneous meeting notices, minutes, or resolutions signed by the actual shareholders. Further, the subsequent conduct of the parties does not cure the original irregularities. The Petitioner's challenge was promptly made upon discovery of the disputed filings, and there is no credible evidence that he acquiesced to or ratified the changes.

54. Furthermore, owing to the appointments of Ivan Sekidde and Olak Patrick as directors of Biolabs Red Services Ltd, a company Form 20 dated 11th October 2021 was filed with the Companies Registry on 13th October 2021 to effect the changes in the company's directorship.
55. It is a recognised principle that once an illegality is brought to the attention of court, it cannot be ignored. The principle is emphasized in *Makula International Ltd v His Eminence Cardinal Nsubuga & Anor. (1982) HCB 11*, where the court stated that, "a court cannot sanction what is illegal and an illegality once brought to the attention of court overrides all questions of pleadings including admissions made therein." The same principle applies to proceedings before the Registrar of Companies.
56. The company Form 20 dated 11th October 2021, reflecting the appointment of the Respondent and Olak Patrick as directors of the company is invalid as it was premised on a resolution that was illegally and wrongfully passed.
57. Another contested document is a special resolution filed on the 31st day of January 2022, transferring shares from Livingstone Bukonya Muwonge to Olak Patrick and

the Respondent - Ivan Sekidde. The same resolution purported to transfer shares from Kamoga Dennis to Ivan Sekidde and the Petitioner - Kitwe Derrick. Kamoga Dennis and Livingstone Bukenya Muwonge purportedly signed this resolution.

58. The Petitioner contended that the signatures did not match the parties' authentic signatures recorded in the company Memorandum and Articles of Association of 2016, implying that the signatures on the said resolution were not appended by the indicated signatories. The Petitioner argued that , the subsequently executed share transfer forms transferring shares to the Respondent and Olak Patrick, together with the Return of Allotment Form and the Amended Memorandum and Articles of Association, all filed on 31st January 2022, were illegally obtained as they bore fabricated signatures. The Petitioner presented two forensic analysis reports issued by the Directorate of Forensic Services to corroborate his position that the signatures on the impugned documents were fraudulently affixed.

59. The Police Document Analysis Report dated 3rd December 2025, Reference No. DFS/QD/CIV/189/2025, examined the signatures appearing on the impugned documents, namely; Company Form 20 dated 11th October 2021 marked as Exhibit A, a special resolution dated 11th October 2021 bearing signatures attributed to Kitwe Derrick and Dennis Kamoga marked as Exhibit B, a special resolution dated 17th January 2022 bearing signatures attributed to Kamoga Dennis and Livingstone Muwonge marked as Exhibit C; a Return of Allotment Form dated 17th January 2022 bearing a signature attributed to a director marked as Exhibit E; and copies of various Share Transfer Forms dated 17th January 2022 detailing the transfer of shares to the Respondent and Mr. Olak Patrick, marked as Exhibits F.

60. The signatures appearing on the impugned documents were compared with known presented specimen signatures, including the Petitioner's signature as it appears on his passport, the signatures of the Petitioner, Kamoga Dennis, and Muwonge Livingstone Bukenya as they appear on their respective National

Identification Cards, the signatures of Kamoga Dennis, Kitwe Derrick, and Livingstone Bukenya Muwonge appearing on the company's Memorandum and Articles of Association dated 15th December 2016 and the requested signature samples provided by Kitwe Derrick, Dennis Kamoga and Muwonge Bukenya Livingstone on plain sheets of paper.

61. The findings section of the forensics report revealed that the sample signatures on the provided exhibits and the questioned signatures on the impugned documents differed. In regard to Kamoga Dennis' signature on the impugned documents, the forensics analyst Sebuwufu Erisa observed that;

“Fundamental differences were observed between the sample signatures of Kamoga Dennis on exhibits S3, S4 and S7 and the corresponding questioned signatures highlighted on exhibits C and F in manner of construction of the M-like middle strokes, writing skill, formation of the B-like letter at the end of the signature, connectivity of strokes, alignment, loop formation and relative sizes and proportions of strokes among others. Based on the fundamental differences observed above and the nature of the documents examined, in my opinion there is strong evidence to show that the author of the sample signatures on exhibits S3, S4 and S7 did not sign the corresponding questioned signatures highlighted on exhibits C and F attributed to Kamoga Dennis.”

62. Regarding the Petitioner's signature on the impugned documents, the police forensic analyst Sebuwufu Erisa observed that;

‘Significant similarities were observed between the sample signatures of Kitwe Derrick on exhibits S1, S2, S4 and S6 in design and manner of execution, skill of writing, relative spacing between strokes/characters, complexity, structure, embellishments and relative sizes and proportions of strokes among others. Fundamental differences were observed between the questioned signatures highlighted on exhibits A and B attributed to Kitwe Derrick and the sample

signatures on exhibits S1, S2, S4 and S6 in construction of the vertical strokes at the commencement part of the Signature, formation of the prominent loop in the middle of the signature, shape and design of embellishments, skill of writing, relative spacing of the vertical strokes, connectivity of strokes and relative sizes, internal and external proportions of strokes among others. Based on the fundamental differences observed above and the nature of documents examined, in my opinion there is strong evidence to show that the sample signatures on exhibits S1, S2, S4 and S6 do not share a common authorship with the corresponding questioned signatures highlighted on exhibits A and B attributed to Kitwe Derrick.

63. The police forensics analyst also concluded that Muwonge Livingstone Bukenya's sample signatures on exhibits S4, S5 and S8 had undergone several electronic processes and lost fine details in the middle of the signature, which meant they were not clear and thus excluded from further analysis. However, this situation was remedied in the Police Document Analysis Report dated 21st January 2026, Ref. No. DFS/QD/CIV/189/2025 (ADDITIONAL EXAMINATION).
64. The report examined Muwonge Livingstone Bukenya's signature on the impugned documents and compared it with the newly provided specimens. Upon such comparison, it was concluded that Muwonge Livingstone Bukenya did not sign the contested documents. The findings section of the forensics report revealed that the sample signatures on exhibits S4 and S8 and the questioned signatures attributed to Muwonge Livingstone Bukenya on exhibits A, B, C, E and F differed fundamentally in the following areas: manner of construction of m-like strokes in the middle of the signature, shape and design of 3-figure, relative length, legibility of strokes, relative spacing of the middle strokes where the stroke is widely spaced in the questioned signatures whereas closely spaced in the samples and writing skill among others. The conclusion of the expert was that based on the fundamental differences observed, there was strong evidence to show that the

author of the sample signatures on exhibits S4 and S8 did not sign the questioned signatures on exhibits A, B, C, E and F, which were a notification form of appointment of directors and secretary, the board resolution of 2021, a special resolution dated 17th January 2022, a return of allotment of shares in the company and transfer of share stock forms signed by the Livingstone Bukenya Muwonge.

65. 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. 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 instance, I find that the forensic expert's assessment, as detailed in the forensic Police reports Ref: DFS/QD/CIV/189/2025 and DFS/QD/CIV/189/2025 (additional examination) substantiate the Petitioner's stated position that the Respondent illegally affixed the signatures of the Petitioner, Kamoga Dennis and Livingstone Bukenya Muwonge on the contested documents. The evidence of the expert, coupled with the lack of sufficient evidence from the Respondent to demonstrate that the meetings occurred, such as issuance of notices and minutes/attendance records for the meetings, convincingly demonstrates that the signatures on the contested documents were fabricated.

66. The authenticity of the signatures is central to the dispute. The Petitioner's evidence includes expert forensic reports, which have not been materially rebutted by the Respondent; no independent forensic evidence has been presented to the contrary. The Respondent relies on company records and his own assertion of legitimacy, but does not produce original signed documents or statutory declarations from the purported signatories to confirm their participation in the disputed resolutions and share transfers. The Respondent, while denying wrongdoing, has not provided any expert evidence to rebut the forensic findings. His defense rests primarily on assertions that the transactions were agreed upon

and supported by meetings and correspondence. However, in matters where forgery is alleged and supported by expert evidence, the burden shifts to the party relying on the impugned documents to demonstrate their authenticity. Mere assertions, without corroborating evidence such as; proof of duly convened meetings, attendance records, minutes of the meetings, or independent verification of signatures, are insufficient. Further, in this case, the Petitioner denied participation in any meetings authorizing the impugned resolutions, and there is no evidence of proper notice having been issued to all relevant shareholders.

67. It is a recognised principle that once an illegality is brought to the attention of court, it cannot be ignored. The principle is emphasized in the case of *Makula International Ltd vs. His Eminence Cardinal Nsubuga & Anor. (1982) HCB 11(supra)*. The illegality in this matter is in regards to the contested documents filed by the Respondent that bore illegally affixed signatures. These documents include, the Board Resolution and a company form 20 (particulars of directors and secretary) dated 11th October 2021, a special resolution, a return of allotment form, various transfer of share stock forms all filed on the 31st of January 2022 and amended Memorandum and Articles of Association.
68. The Petitioner has demonstrated, on a balance of probabilities, that the impugned company filings—namely, the resolutions and share transfer documents filed on 11th and 13th October 2021 and 31st January 2022—were procured illegally. It is a fundamental principle of company law that the register must accurately reflect the true legal position. Documents tainted by illegalities cannot be allowed to stand. The Respondent’s reliance on subsequent business operations, mutual cooperation, or Memoranda of Understanding does not override the requirements for lawful and genuine appointments or share transfers. Furthermore, allegations of improper conduct by the Petitioner do not justify or excuse the use of forged

documents. The integrity of company register depends on the authenticity of the documents filed with the Registrar of Companies. Where such records are shown to be founded on forged or fabricated instruments, the law mandates the custodian of the register – the Registrar of Companies to expunge such filings to preserve the sanctity of the register. In light of the foregoing findings, I hold that the impugned documents were illegally and wrongfully obtained and all documents filed as a result of these impugned documents shall be expunged from the register pursuant to Regulation 8 of the Companies (Powers of the Registrar) Regulations SI No. 71 of 2016.

b. What remedies are available to the parties?

69. The jurisdiction of the Registrar for Companies 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, and secondly is the power to rectify the Companies register and expunge documents that constitute an error, are misleading, inaccurate, issued in error, contain entries or endorsements made in error, contain an illegal endorsement, are illegally or wrongfully obtained or which a court has ordered the registrar to expunge from the register all pursuant to Regulation 8 of the Companies (Powers of the Registrar) Regulations SI No 71 of 2016.

70. I find that the impugned documents, as contested by the Petitioner, were invalidly passed. *Regulation 8 of the Companies (Powers of the Registrar) Regulations 2016* cited above provides that the registrar may rectify and update the register to ensure that the register is accurate. In light of the findings and resolutions in this matter as discussed above and pursuant to *Regulation 32 of the Companies (Powers of the Registrar) Regulations, 2016*, I make the following orders;

1. *The Resolution registered on 13th October 2021 appointing Ivan Sekidde and Olak Patrick as directors and signatories to the Bank Account at*

Stanbic Bank Uganda Limited be expunged from the register for having been illegally endorsed and wrongfully obtained.

2. *The Company form 20 (particulars of directors and secretary) registered on 13th October 2021 indicating Ivan Sekidde and Olak Patrick as directors be expunged for having been illegally endorsed and wrongfully obtained.*
3. *The special resolution registered on 31st January 2022 transferring shares to Ivan Sekidde and Olak Patrick and amending the company's Memorandum and Articles of Association be expunged for having been illegally endorsed and wrongfully obtained.*
4. *The return of allotment (form 10) registered on the 31st January 2022, allotting shares to Ivan Sekidde and Olak Patrick be expunged for having been illegally endorsed and wrongfully obtained.*
5. *All the transfer of share stock forms filed on the 31st day of January 2022 resulting from an illegally filed resolution be expunged for being wrongfully filed and obtained.*
6. *The certificate of share stock form dated 10th January 2022 be expunged for being wrongfully filed.*
7. *The members' resolution registered on 28th May 2024 appointing Ivan Sekidde and Olak Patrick as directors be expunged for having been illegally endorsed and wrongfully obtained.*
8. *The company form 20 (particulars of directors and secretary) registered on 28th May 2024 with particulars of directors including Sekidde Ivan and Olak Patrick be expunged for having been illegally endorsed and wrongfully obtained.*
9. *The Board resolution registered on 20th August 2024 appointing Sekidde Ivan, Kitwe Derrick and Fibby Mutonyi as signatories to the company bank account at Stanbic Bank Uganda Limited be expunged for having been*

illegally endorsed and wrongfully obtained.

10. *The special resolution registered on 11th November 2024 that provided for the transfer of shares from Olak Patrick to Kitwe Derrick be expunged for being misleading, inaccurate and having been issued in error.*
11. *The transfer of share stock form registered on 11th November 2024 be expunged for being misleading, inaccurate and having been issued in error.*
12. *The certificate of transfer of share stock registered on 11th November 2024 be expunged for being misleading, inaccurate and having been issued in error.*
13. *The special resolution registered on 12th November 2024 purporting to transfer all twenty five shares (25) owned by Kitwe Derrick to Muwonge Livingstone Bukenya be expunged for being misleading, inaccurate and having been issued in error.*
14. *The transfer of share stock form registered on 12th November 2024 transferring twenty five (25) shares from Kitwe Derrick to Muwonge Livingstone Bukenya be expunged for being misleading, inaccurate and having been issued in error.*
15. *The certificate of transfer of share stock registered on 12th November 2024 be expunged for being misleading, inaccurate and having been issued in error.*
16. *The board resolution filed on the 17th March 2025 concerning the company bank mandate at Stanbic Bank Uganda Limited and endorsed by Olak Patrick be expunged for being illegally endorsed.*
17. *The register shall be rectified to reflect the legitimate shareholding status of the company as follows: Kamoga Dennis holds 20 shares, Kitwe Derrick holds 40 shares, and Livingstone Bukenya Muwonge holds 40 shares, as indicated in the subscription pages of the original Memorandum and*

Articles of Association.

18. *The register shall be rectified to reflect the company's original directorship and secretary status, which is the true position of the directors and secretary, as indicated in the original form 20 on file. The legitimate directors and secretary are; Kamoga Dennis, Livingstone Bukenya Muwonge, and Kitwe Derrick, who is also the company secretary.*
19. *The Respondent, Ivan Sekidde, is restrained from acting or holding out as a director or shareholder of the company unless and until lawfully appointed or allotted shares in accordance with the Companies Act and the Articles of Association.*
20. *I make no order as to costs.*

I so order.

Given under my hand, this 08th day of April 2026.

Daniel Nasasira
Ass. Registrar of Companies