

CELA COMPANY LTD v PHILIPP COTTON

[Rwanda COMMERCIAL HIGH COURT – RCOM 00014/2019/HCC – (Kibuka, P.J.) 10 April 2019]

Law determining jurisdiction of courts – Non - execution of the judgment rendered by commercial courts – The competence of the commercial courts to compel the administrative authority to execute the judgment – An administrative authority who declines the execution of the ruling can be summoned by the commercial court which rendered the final judgment in order to give explanations on the reasons that prevented him from complying with the court order, when it is requested by the interested party.

Commercial procedure – Filing of the claim against an administrative authority who failed to comply with the court judgment – The claim against an administrative authority who refused to execute the ruling of the court is initiated in the form of ex parte application.

Commercial procedure – Forcing an administrative authority to execute a court decision – Sanction forcing an administrative authority to execute a court decision – Court rulings are binding on all parties concerned including the public authorities – In the event they don't comply, the court instructs them to pay for the unexecuted part and would determine a sanction forcing execution.

Facts: CELA Company Ltd had cases against the University of Rwanda, up to the Commercial High Court, which the University of Rwanda lost but it failed to execute the court rulings.

CELA Company Ltd introduced a claim through an ex parte application requesting the Court to order Philip Cotton, the Vice-Chancellor of the University of Rwanda to pay the balance that the University ought to pay as well as imposing the sanction forcing execution due to the refusal to execute the ruling of the Court.

Philip Cotton was forced to intervene in the trial and raised two objections of inadmissibility of the claim of CELA Company Ltd. For the first objection, he explained that the Commercial High Court lacks jurisdiction to hear the first instance claim because the legislator did not attribute it such jurisdiction and that he should rather be sued in administrative claims especially that the cited article 184 of the Law n° 22/2018 of 29/04/2018 relating to civil, commercial, labour and administrative procedure, is recorded among the provisions relating to administrative cases. He raised a second objection stating that the plaintiff introduced his claim irregularly because it should not have been initiated as an ex parte application since it lacks urgency, that it should not contain contestations while he finds that there are and that it was not up to the plaintiff to have requested his forced intervention. As far as these objections are concerned, he retorted about the first one that it lacks merit as the law provided that the claim Philip Cotton introduced to force him to execute the ruling is initiated to the Court that tried the case at the first instance level, and therefore that it is the Commercial Court that is competent.

Concerning the second objection, the plaintiff retorted that it is groundless because there is an urgency which lies in the fact that it owes the bank some loans, and is under pressure to pay, and that the claim was lawfully introduced.

Regarding the case in merit, CELA Company Ltd argues that the University of Rwanda lost in the case RCOMA 00748/2016/HC/HCC and it was ordered by the court to pay the money originating from the works done but it paid just little amount and it latter informed it in writing that it will not pay again as it was ordered by the Court, therefore that is the reason it seized this Court to get relief.

In his defence, Philip Cotton, the Vice Chancellor of University of Rwanda argues that the plaintiff misconceived the court decision, because what the commercial High Court ordered does not consists of an entire amount of damages that should be paid by University of Rwanda, it was rather the invoice that should be drawn and be paid according to the clauses of the contract between the University and the Contractor which was paid by the University, therefore he finds that he should not be ordered to do anything or forced to execute the judgment, because it was the University of Rwanda which was ordered to pay nor Mr. Philip Cotton, in addition to that, the University of Rwanda paid that amount..

Held: 1. An administrative authority who declines the execution of the ruling would be summoned in the Court that tried the case under the request of the interested party in order for him to provide explanations on the reasons that prevented him from complying. Hence, the objection raised by the forced intervener is groundless because it is the Commercial High Court that has jurisdiction to try him since it tried the claim in which an administrative entity represented by the intervener was sued at the first instance level.

2. The claim against an administrative authority who refused to execute the ruling of the court is initiated in the form of ex parte application and the summoned authority could not raise an objection of inadmissibility pretending it has been irregularly introduced because it was provided as such by the legislation.

3. An administrative authority who refuses to execute the ruling of the court is instructed to comply with it and this could not prevent the Court to impose a sanction forcing execution in the event of noncompliance.

The objection of lack of jurisdiction raised by the forced intervener lacks merit.

The appeal has merit.

Provisional execution of the judgment is maintained.

Court fees are equivalent to the cost of proceedings.

Statutes and statutory instruments referred to:

Law n° 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, article 184.

No case referred to:

Judgment

BRIEF BACKGROUND OF THE CASE

[1] CELA Company Ltd explains that in the case opposing it to Real Construction and Supply Services Ltd and the University of Rwanda (Rukara College of Education) of 29/06/2017, the Court ordered the University of Rwanda to pay the amount of money that it was claiming from works executed on the laboratory building of the University of Rwanda, Rukara College. CELA Company Ltd states that the University of Rwanda refused to execute the ruling, and paid a small part of the amount of money it was ordered to pay.

[2] CELA Company LTD decided to seize this Court alleging that Mr. Philip COTTON, the Vice-Chancellor of the University of Rwanda has no intention to execute the Court decision, and therefore the Court should order him to personally pay, and in the event he does not execute at a prescribed time, he would be imposed a sanction forcing execution as provided for by the Law.

[3] Philip Cotton who was forced to intervene in this case raised initially two objections of inadmissibility on the grounds that the claim does not fall within the jurisdiction of this Court and that the claimant initiated a claim irregularly. After these objections, he also retorted on the ground of this claim, where he explained that it is groundless.

[4] The issue to be determined in this case is (1) to establish whether this claim falls within the jurisdiction of this Court. (2) Whether the claim was initiated in accordance with the Law. In the event these objections are found with merit, it would examine the third (3) issue of whether Philipp COTTON, the Vice-Chancellor of the University of Rwanda would be ordered to pay CELA Company Ltd 54,91,000Frw.

II. ANALYSIS OF LEGAL ISSUES

- A) Determining whether this Court has jurisdiction to hear this case.

[5] Philip Cotton raised an objection of lack of jurisdiction of the Commercial High Court, basing of the fact that article 82, paragraphs 1, 3 and 4 of the Law n°30/2018 of 02/06/2018 determining the jurisdiction of Courts, indicates the jurisdiction of the Commercial Court at first instance, where it provides in paragraph 1 that, the Commercial High Court hears at first instance, applications seeking execution in Rwanda of decisions and judgements rendered by foreign courts on commercial, financial and fiscal cases. According to paragraph 2, the Commercial High Court has also jurisdiction to hear petitions seeking execution in Rwanda of authentic deeds which have proof that they were written by foreign authorities if they have the following evidence: a) if the reasons for seeking the execution of the authentic deeds are not contrary to public order and legal principles of Rwandan laws; b) if according to laws of the country in which they were written, they have all necessary evidence to prove their authenticity. And in paragraph 3, that the Commercial High Court also examines the legality of awards rendered by the arbitrators.

[6] Philip Cotton explains that as it is expressed by these three paragraphs of this provision, nowhere the Commercial High Court draws the jurisdiction to hear cases at the first instance level against an administrative authority who refused to execute any ruling of the court including its own ruling. That the provision of article 184 of Law n° 22/2018 of 29/04/2018 relating to civil, commercial, labour and administrative procedure that CELA Company Ltd relies on concerns the Courts having jurisdiction to try administrative cases as even indicated by the title where they are

found, they are administrative matters. For these reasons, the Commercial High Court has no attachment with administrative cases. That the fact that the claim lies on administrative procedure, this Court should declare itself incompetent to hear this case on the basis that such cases do not fall within its jurisdiction.

[7] CELA Company Ltd replies to this objection stating that it seized this Court for seeking the payment ordered by the ruling of the case tried by this Court in the year 2016. Therefore, the fact that there is an administrative authority who refused to effect payment ordered by the Court alleging budget constraints, etc..., CELA Company Ltd initiated a claim based on the provision of article 184, paragraph four, stating that such claim is submitted to the Court that tried the case. Accordingly, its claim involves an administrative authority who refused to comply with the ruling of the court. And that there is urgency because the claimant has bank loans that he is being requested to reimburse. Thus, this objection raised by Philip Cotton lacks merit because the Law permits the claim against an administrative authority who refused to execute the judgment rendered by this Court.

DETERMINATION OF THE COURT

[8] Basing on the explanations provided by both parties on this objection of lack of jurisdiction by this Court; basing on the claim initiated by CELA Company Ltd to this Commercial High Court against Mr. Philip Cotton as the Vice-Chancellor of University of Rwanda, for him to be ordered to pay CELA Company Ltd the balance of the amount ordered by this Court in the judgment RCOMA 00748/2016/CHC/HCC rendered on 29/06/2017; basing also on the fact that though articles 183 and 184 of the Law n° 22/2018 of 29/04/2018 relating to civil, commercial, labour and administrative procedure that were mentioned by the lawmaker within the title relating to “PROCEDURES IN ADMINISTRATIVE MATTERS”, it is however clear that it is made of two sections, of which the first is “APPLICATION FOR ANNULMENT OF ADMINISTRATIVE DECISIONS AND FULL JURISDICTION ACTION”, this section having also two subsections namely the Subsection One: “ACTION FOR ANNULMENT OF ADMINISTRATIVE DECISIONS” and the second subsection: “ACTION RELATING TO PROCEEDINGS IN AN ADMINISTRATIVE CASE ON MERITS”. Conversely, the second section of this title is titled “SANCTION FORCING TO EXECUTE A COURT DECISION”.

[9] The analysis of the text provided by the Lawmaker in this title of the Law, especially what is provided in its both sections, indicates that this title provides really the modalities of initiation and trial of administrative cases. Another observation is that in the first section, it is specially indicated the modalities of initiation and hearing of the case (administrative, implying) concerning administrative decisions, while in the second section, SANCTION FORCING TO EXECUTE A COURT DECISION”, it is clear that it also provides for the process regarding all kinds of cases (not only administrative cases tried on merit) where an administrator (or any civil servant) who does not enforce (does not execute) the court decision. And it is thus provided by this title because the role of an administrative authority comes into play.

[10] Basing on these explanations, supported also by the fact that the first paragraph of article 183 of the aforementioned Law provides that “When a judicial decision is final and binding against the Government, the Kigali City, a District or a Government institution or organ for the

payment of a sum of money fixed by the decision, the amount must be paid within a period of six (6) months from the time of notification of the decision.” Even in other language versions used in this instrument, it is stated ““When a judicial decision.” (in English), and ““Lorsqu’une décision juridictionnelle.” (in French); meaning clearly that these provisions do not provide only for decisions delivered in the context of administrative matters; rather, they are all judicial decisions which became final and having ordered the government, other administrative organs or any other government organ to take some measures. In fact, these organs are not only involved in administrative cases because they also plead in other cases including commercial cases.

[11] Considering all these grounds, and the article 184 of the above mentioned Law providing in its first paragraph that “An administrative authority that fails to execute a court judgement may be summoned to the court that issued the decision to justify reasons of the non-compliance upon request by an interested party (...), this Court deems that the fact that the judgment RCOMA 00748/2016/CHC/HCC was rendered by this same Court, it is equally competent to try this claim of CELA Company Ltd. For this reason, it finds the objection raised by Philip COTTON without merit.

- B) Determining whether the introduction of the claim of CELA Company Ltd was regular.

[12] Philip Cotton explains his second objection that CELA Company Ltd initiated his claim through the ex parte application while it requests the Court to instruct him to pay 78,887,854Frw, and therefore that this remedy would be relied on to reject this claim. In fact, reference made on paragraph one of article 189 of the *Law n° 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, explaining clearly that “Ex parte application is a special way to seize the court by requesting it to take urgent measures to safeguard certain interests. The content of the application must be issues which seem not to be controversial and not necessarily requiring the intervention of the other party.”* Philip Cotton finds that there are three elements in this provision namely a) the presence of certain interests to be safeguarded, b) the claims should not be contentious, c) the plaintiff should not be the one to take the initiative to require the summoning or the intervention of the other party.

[13] Philip Cotton notes therefore that as explained in the previous paragraph, the plaintiff does not indicate the interests that need urgent measures to the extent of considering his plaint to be an ex parte application in so far as the judge has to take peremptory decision with the purpose of safeguarding certain interests. It is indeed this position that has even been adopted by the Commercial Court of Huye in the judgment RCOM 00003/2016/TC/Hye where the company named Mount Meru Petroleum (Rwanda) Ltd sued to request the expulsion of HASHI from the petrol station, and the judge held that in order for the ex parte application to be initiated, it is necessary that the needed decision be a provisional seizure, requested to the judge in order to urgently safeguard certain interests before the occurrence of the loss. Philip Cotton states consequently that the plaint of CELA Company Ltd is not urgent especially that CELA Company Ltd was paid the last installment of the debt on 19/11/2018, while it initiated the plaint on 08/03/2019, which implies that there was no celerity.

[14] Philip Cotton explains further that what is indicated above similar to what the judge has reconsidered in the judgment referred to where he states that Mount Meru Petroleum (R) Ltd

introduced a claim after almost four months, which indicates that it realized that its claim does not need to be considered as urgent since no irremediable loss would occur to the extent of requesting the judge to take urgent measure for safeguarding them. In addition, he adduces that the claims presented by CELA Company Ltd do not demonstrate the absence of contentions because the defendant namely Mr. Philip Cotton is being held liable/required; therefore he should have been a party to this case in order for him to provide his briefs about the claims against him. This implies that this claim should have been introduced according to ordinary procedure of commercial claims at first instance level. Thus, the fact that the plaintiff himself prays also the imposition of a sanction forcing execution, is an indication of the existence of a contention, and accordingly, this claim should not be filed in the form of ex parte application.

[15] Philip Cotton states in addition that among the issues for determination raised by the plaintiff, includes his forced intervention as a Vice-Chancellor of the University of Rwanda. Conversely, as far as the ex parte applications are concerned, it is not the plaintiff who requests for the forced intervention of another opposing party, it is rather the court that orders it whenever it deems it necessary. These consist of the issue of contention in this case that deserve to be examined according to ordinary proceedings where it should be seized the commercial Court. Thus, on the basis of article 83, paragraph four of the aforementioned Law stating that “The plea of inadmissibility of a claim is any plea seeking to have the other party’s claim declared inadmissible (...) when there are formalities provided for by law which have not been complied with. “He accordingly finds that there exist the legal formalities which were not complied to by the plaintiff given that the way he initiated the claim is irregular, and for these reasons, he requests the Court to dismiss the claim of CELA Company Ltd.

[16] CELA Company Ltd retorted during the hearing on this objection by adducing that it is groundless because it sues an administrative authority who refused to comply with the court decision before the Court that delivered the judgment. And that, there are certain interests resulting from the abstinence of that authority that need to be protected urgently as well as the urgency due to the loans the plaintiff owes to the banks. Therefore, that all of this is provided for by article 190 of the Law n° 22/2018 of 29/04/2018 relating to civil, commercial, labour and administrative procedure.

DETERMINATION OF THE COURT

[17] Basing on this objection raised by Philip COTTON, and the defence by CELA Company Ltd; basing on the grounds noted from the analysis of the first objection, and on the fact that article 184 of the Law n° 22/2018 of 29/04/2018 relating to civil, commercial, labour and administrative procedure, provides in its paragraph four that “A claim against an administrative authority who failed to comply with the court judgement is filed by way of unilateral application.” It deems that CELA Company Ltd introduced its claim in conformity with the Law and according to the above stated provision, as well as the provisions relating to ex parte application found in article 198 and subsequent of this Law. For these reasons, it finds this objection without merit as well, and consequently it decides to proceed with the hearing of the grounds of this case.

- **C) Determining whether Philip Cotton, the Vice-Chancellor of University of Rwanda would be instructed to pay CELA Company Ltd, 54.915 000 frw.**

[18] CELA Company Ltd supports its claim by stating that it sued Real Construction and Supply Services and University of Rwanda (Rukara College of Education) in the case RCOMA 00748/2016/HC/HCC, to pay 150,041,244Frw originating from the works done on the building of the laboratory of the University of Rwanda, Rukara college. And that, though the decision of the Court should be complied with, the University of Rwanda that lost the case does not share the same view because it does not intend to execute the ruling of the Court. CELA Company Ltd states that despite being subject to unreasonable delays, University of Rwanda paid a small amount of money to what it was ordered to pay where on 22/01/2018 it paid 41,111,695Frw, 30,051,695Frw on 27/02/2018, and on 21/11/2018 it paid a small amount of 23,946,659Frw. And it is in this context that it seized this Court in order to be served justice.

[19] CELA Company Ltd adduces further that after the University of Rwanda informed in writing that it will not pay again as it was ordered by the Court where it even indicated in its correspondence of 27/07/2018 the reasons of this refusal, that are unfounded, and that it will pay the balance of the debt determined by the Court on condition that CELA Company Ltd settles the disputes it has with the population (there is no court bailiff statement of seizure nor it is not indicated any judgment that CELA Company Ltd would have pleaded and lost). Thus, it seizes the Court in order for it to order Mr. Philip Cotton, the Vice-Chancellor of the University of Rwanda, to pay. It is surprising that the University of Rwanda has accepted that it was going to pay but later, it declined it.

[20] CELA Company Ltd finds that the Court would rely on the elements of evidence produced as well as the provision of article 151 paragraph 4 of the Constitution of the Republic of Rwanda of 2003, revised in 2015, providing that Court rulings are binding on all parties concerned, be they public authorities or individuals. They cannot be challenged except through procedures determined by law (...). In the event the date of payment fixed by the Court is not respected, the request of CELA Company Ltd should be considered and Mr. Philip Cotton, the Vice-Chancellor of University of Rwanda be ordered to pay a daily amount of 500,000Frw of the sanction forcing execution in accordance with article 182 of the Law n° 22/2018 of 29/04/2018 relating to civil, commercial, labour and administrative procedure providing for the sanction forcing execution. Therefore, that this seized Court should consider that the defendant deserves to be given the sanction forcing him to pay as requested by the plaintiff.

[21] Philip Cotton, the Vice Chancellor of University of Rwanda retorts about this ground of the claim of CELA Company Ltd, stating that as he explained above, he finds that CELA Company Ltd misconceived the court decision, because what the commercial High Court ordered does not consists of an entire amount of damages that should be paid by University of Rwanda, it was rather the invoice that should be drawn and be paid according to the clauses of the contract between the University and the Contractor. That even if the agreement no 008/04/EWL/RCoE/2012 of 25/04/2012 between the University of Rwanda and the Real Constructions & Supply services did not provide anything about the modalities of payment of the value added tax (VAT) of 18%, but basing on the document of University of Rwanda of 14/12/2011 notifying Real Constructions & Supply Services the acceptance of its bidding document, implying it is a successful bidder; it indicates clearly that the value added tax of 18% will be inclusive into the total payment it would receive. For this reason, basing on the Law n°45/2011 of 25/11/2011 governing contracts, especially article 64 whereby it provides that Contracts made in accordance with the law shall be

binding between parties, and in the event they are revoked by them or for reasons based on law, they shall be performed in good faith.

[22] Philip Cotton states also that basing on the documents above stated, the University of Rwanda ought to pay the price deducted of value added tax 18% (VAT) amounting to 22,887,648 Frw as the University of Rwanda had promised the contractor when it won the tender. And basing on article 9, paragraph 3 of the Law n° 24/2010 of 28/05/2010 modifying and complementing law n° 16/2005 of 18/08/2005 on direct taxes on income where it reads that “A withholding tax of three percent (3%) on the sum of invoice, excluding the value added tax, is retained on payments by public institutions to the winner of public tenders.” Thus, University of Rwanda as an administrative entity should have retained 3% on the invoice, excluding the value added tax from CELA Company Ltd as the successful bidder of public tender in lieu of Real Contractors and Supply Service, because it was its sub-contractor, and that is the source of the amount of 8,903,547 Frw that the University deducted.

[23] Philip Cotton explains also that basing on article 227, paragraph 1 of the Law n° 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, reads that “The bailiff is allowed to seize the movable property of the debtor in the hands of a third party after showing him/her the judgement or any enforcement order bearing enforcement formula.” This is also supported by the provisions of article 113, paragraph 2 of the Law governing contracts reading that “Nevertheless, the creditor may exercise rights and claims owned by his/her debtor towards third parties unless such a right is exclusively personal to the debtor.” Therefore, the fact that CELA Company Ltd had lost the case RCOM 1351/15/TC/NYGE where it was sued by Kavamahanga Alexandre, and had failed to execute the judgment voluntarily, the reason why Kavamahanga Alexandre opted to seize the movable property in the hands of University of Rwanda. The latter had no choice than paying the loan amounting to 11,050,000 Frw encompassing the court bailiff fees. Philip Cotton states that he finds that if consideration is made of the mount of 107,200,049 Frw paid by University of Rwanda, plus the advance payment of 12,100,000Frw, plus 31,791,231Frw of the amount of tax, plus 11,050,041,280Frw paid to Kavamahanga Alexandre, the total being 150,041,280Frw, that the University was instructed to pay. Thus, the requests of CELA Company Ltd lacks merit because they were executed. And for this reason, Philip Cotton should not be ordered to do anything or forced to execute the judgment, on the ground that what the University of Rwanda was instructed to do does not concern him and in addition to that, the University of Rwanda enforced it.

DETERMINATION OF THE COURT

[24] Basing on this ground of the plaint of CELA Company Ltd and the defense of Philip Cotton; basing on the fact that both these parties concur that UNIVERSITY OF RWANDA lost the case against CELA Company Ltd in the case RCOMA 00748/2016/CHC/HCC and ordered to pay the invoice of 150,041,244 to be deposited on the account of CELA Company Ltd to be indicated on this invoice. That judgment was delivered on 29/06/2017;

[25] Basing on the fact that it was indicated in this file, without being refuted by any one, the invoice drawn by Real Contractors and Supply Services Ltd, and CELA Company Ltd requesting University of Rwanda to pay to the account of CELA Company Ltd the amount of 150,041,244Frw

in the context of executing that court decision, and that this invoice was drawn on 04/09/2017; and this judgment was in fact based on the default of payment of the invoice drawn for University of Rwanda in 2013, the invoice of 101,996,860Frw (dated 14/05/2013) and that of 48,044,384Frw (dated 03/06/2013);

[26] Basing also on the fact that both parties concur that among the amount of money that University of Rwanda Ltd was ordered to paid, he has already paid a portion though they do not get along about it; basing on the fact that there were revealed various correspondences exchanged between the litigants, especially the correspondence that University of Rwanda wrote to the court bailiff Muvunyi Serge on 22/09/2017, where he was admitting in the second paragraph that it is ready to execute the court decision whenever the invoice will be communicated to it; the correspondence that the court bailiff addressed to the University of Rwanda on 11/10/2017 to transfer the invoice and request it to pay the amount it mentions in for the execution of the judgment, as well as the letter that University of Rwanda wrote to Counsel Rukarishya on 27/07/2018 emphasizing that it has never denied to pay CELA Company Ltd (it is really obvious that it paid some) because it will pay on condition that CELA Company Ltd pay the population workforce first; the letter that Kayonza district wrote to the University of Rwanda on 24/08/2018; and the statement of the meeting held between CELA Company Ltd and University of Rwanda on 25/10/2018, where they agreed that University of Rwanda shall pay the total balance of money before 16/11/2018 in order for CELA Company Ltd to refrain from exercising court proceedings, and settles the dispute amicably (judgment execution), and agreed to discuss about the issue of taxes.

[27] Basing on all these established grounds, and the fact that article 151(4) of the Constitution of the republic of Rwanda as revised to date, providing that “Court rulings are binding on all parties concerned, be they public authorities or individuals. They cannot be challenged except through procedures determined by law;” as well as the ruling of the Supreme Court in the judgment RSOC 00001/2016/CS rendered on 20/01/2017 (see paragraphs [13] and [14]; it finds that University of Rwanda would not rely on the agreement it concluded with Real Constructions & Supply Services and CELA Company Ltd, or on tax legislation, or even the issues of the populations workforce used by CELA Company Ltd to avoid the payment of the whole amount of money as ordered by the Court, while it never advanced those grounds in that judgment that is subject to execution or initiate a claim about it in accordance with the law. It would have relied on these grounds if it had paid the invoice in the context of performance of the contract, without the intervention of the final court decision.

[28] The Court finds therefore that on the basis of the court decision, University of Rwanda should have immediately paid the total balance of money that it owes to CELA Company Ltd in conformity with the provisions of the law governing the execution of judgments. The fact that it did not execute two years later from the delivery of the judgment, the fact that there is however the amount of money that it paid even though it did not pay the whole amount;

[29] Basing on the provisions of article 184 stated above, it finds that the Vice Chancellor of University of Rwanda, Mr. Philip Cotton should be instructed, in the capacity of leader, and to insure that University of Rwanda pay the balance of 54,915,000Frw from the amount already paid to CELA Company as established in the judgment RCOMA 00748/2016/CHC/HC of 29/06/2017, not later than 10/06/2019. Default to pay at this date, this Vice chancellor, Mr. Philip Cotton

would pay 250,000Frw of daily sanction forcing execution to CELA Company Ltd until the full enforcement of the judgment.

III. DECISION OF THE COURT:

[30] The Commercial High Court:

- Admits the objections raised by Philip Cotton, the Vice-Chancellor of University of Rwanda, because they were submitted in accordance with the Law, but as it examines them, they are found without merit.
- Admits the claim of CELA Company Ltd since it was submitted in conformity with the Law, and as it examines it, it is deemed with merit.
- Decides that Philip Cotton, the Vice-Chancellor of University of Rwanda, should insure that University of Rwanda, pay the balance of 54,915,000Frw from the amount already paid to CELA Company as established in the judgment RCOMA 00748/2016/CHC/HC of 29/06/2017, not later than 10/06/2019.
- Holds that in the event Philip Cotton, the Vice Chancellor of University of Rwanda, does not insure that the University of Rwanda pays the said balance of 54,915,000Frw not later than 10/06/2019, he should be imposed the sanction forcing execution of a daily amount of 250,000Frw until the execution of the entire judgment.
- Orders Philip Cotton, the Vice-Chancellor of University of Rwanda to insure that it pays the balance of 54,915,000Frw to CELA Company not later than 10/06/2019. In the event he fails to insure that, he shall be imposed the sanction forcing execution of a daily amount of 250,000Frw until the execution of the entire judgment.