



THE REPUBLIC OF UGANDA
IN THE TAX APPEALS TRIBUNAL AT KAMPALA
MISCELLANEOUS APP. NO. 93 OF 2026
TAT APPLICATION NO. 126 OF 2026

AARON PHARMACEUTICALS LIMITED.....APPLICANT

VERSUS

UGANDA REVENUE AUTHORITY.....RESPONDENT

**BEFORE: HON. PROSCOVIA REBECCA NAMBI, HON. KENNETH A. BAGAMUHUNDA,
HON. EDWARD BIRYETEGA**

RULING

I. Introduction

1. The Applicant brings this application under Sections 17(1) and 17(2) of the Tax Appeals Tribunal Act, Sections 33(1) and 33(2) of the Judicature Act, Sections 64(e) and 98 of the Civil Procedure Act, and Order 41 Rules 2(1), 2(2), and 9 of the Civil Procedure Rules, seeking the following orders that:
 - i. A temporary injunction restraining the Respondent from closing the Applicant's business premises designated as Shop No. 5 and Shop No. 6, Rene Plaza, William Street, Kampala, pending the final hearing and determination of the main application.

- ii. A temporary injunction restraining the Respondent, its agents, servants, or any person acting under its authority from enforcing or continuing any enforcement actions against the Applicant, including the closure of its business premises, pending the final hearing and determination of the main application.
- iii. An order restoring the status quo ante existing prior to the execution of enforcement actions or the closure of the Applicant's business premises.
- iv. An order that the costs of, and incidental to, this application be provided for pursuant to Section 98 of the Civil Procedure Act.

II. Background facts

- 2. The material facts undergirding this application are encapsulated in the Affidavit in Support deposed to by Amin Manji, a Tax Consultant for the Applicant, sworn on 24 June 2026, wherein it is averred as follows:
 - i. The Applicant is a limited liability company duly incorporated under the laws of Uganda, engaged in the importation and distribution of pharmaceutical products. The Applicant has continuously and actively engaged the Respondent regarding its tax affairs, with a specific focus on reconciling structural anomalies identified within its tax ledger.
 - ii. The parties previously executed a Consent Settlement Order in TAT Application No. 270 of 2022, which conclusively resolved certain corporate income tax assessments for the 2019 and 2020 periods, thereby constituting a full and final settlement of that specific tax dispute.
 - iii. Subsequent to the execution of the said Consent Order, the Applicant participated in numerous consultative meetings with the Respondent to reconcile its tax ledger and give effect to the terms of the settlement. Although the Commissioner General directed the relevant technical officers to implement the terms of the Consent Order, the Respondent has failed, neglected, or refused to do so.

- iv. The Applicant contends that while its wider tax liability remained the subject of active administrative engagement and the Consent Order remained unimplemented by the Respondent, the Respondent's Enforcement Team summarily closed the Applicant's business premises designated as Shop No. 5 and Shop No. 6, Rene Plaza, William Street, Kampala, on or about 19 June 2026.
- v. The Applicant was neither served with prior statutory notice of the intended closure nor afforded a right to be heard. Furthermore, the Respondent failed to serve the Applicant with any underlying tax assessment or agency decision forming the legal baseline for the enforcement action, leaving the closure completely devoid of administrative explanation or lawful justification.
- vi. The closed premises house pharmaceutical products that are inherently perishable, time-sensitive, and dependent on uninterrupted climate control and commercial distribution to maintain their efficacy and shelf-life. The ongoing closure exposes these products to immediate deterioration, total loss of commercial value, and eventual destruction. Consequently, the Applicant has suffered and continues to endure substantial financial and operational injury, including the disruption of its core business operations, loss of income, severe reputational damage, and a breakdown of customer and supplier confidence. These compounding injuries constitute irreparable harm that cannot be adequately compensated by an award of damages, thereby demonstrating that the substantive application bears a high probability of success.
- vii. The Applicant further contends that the Respondent will suffer no prejudice if the interim reliefs are granted, whereas the Applicant stands to suffer immense, irreversible ruin if they are denied. Accordingly, the Applicant submits that the balance of convenience favours the preservation of its business operations and the immediate restoration of the status quo ante, and prays that this Honorable Tribunal grants the orders sought.

3. In response, the Respondent filed an Affidavit in Reply deposed to by Mr. Ssenyonjo Zziwa Shakah, an Officer attached to the Respondent's Legal Services and Board Affairs Department, sworn on 6 August 2026, wherein it is averred as follows:

- i. The Respondent categorically denies the Applicant's allegations and contends that the Applicant was structurally issued with multiple Rental Tax and Pay As You Earn (PAYE) income tax assessments totaling Shs. 826,122,401 for the audit window spanning July 2018 to December 2022. Out of the principal sum, an amount of Shs. 126,494,290 was vacated by consent under the auspices of TAT Application No. 270 of 2022, leaving a net, uncontested, and outstanding balance of Shs. 600,532,111, which the Respondent maintains remains fully due and payable.
- ii. The Respondent issued numerous statutory demands and administrative reminders to the Applicant to liquidate the outstanding liability, all of which went unheeded. Subsequent technical engagements were held between the parties on 16 June 2026 and 19 June 2026, during which the true ledger position of the Applicant was conclusively verified, and the underlying liabilities were directly communicated to Mr. Amin Manji, the Applicant's Tax Consultant and deponent of the Affidavit in Support.
- iii. The Respondent maintains that despite these comprehensive engagements and formal reminders, the Applicant failed, neglected, or refused to settle its tax obligations. Consequently, on 18 June 2026, the Respondent lawfully executed enforcement actions by sealing and closing the Applicant's business premises in strict compliance with the governing tax administration and enforcement laws.
- iv. On 26 June 2026, the Respondent removed its official seal from the Applicant's business premises in obedience to an interim directive issued by this Honorable Tribunal, subject to the condition that the Applicant remits the statutory 30% threshold of the tax in dispute, which requirement was formally communicated via electronic mail. The Respondent heavily contests the Applicant's assertion that the shops

remain locked, maintaining that the premises are fully open and operationally accessible, and that the Applicant's claim of a subsisting closure is a factual misrepresentation calculated to induce the Tribunal into granting the temporary injunction.

- v. The Respondent further contends that despite the definitive order of this Tribunal directing the Applicant to pay 30% of the tax in dispute, the Applicant has flagrantly failed to execute the said payment, thereby rendering this application procedurally incompetent and improperly before the Tribunal. The Respondent deposes that the Applicant acts in persistent violation of judicial directives and is in breach of prior administrative covenants. It is argued that compliance with the 30% payment threshold is a mandatory condition precedent under the law, and the Applicant's failure to satisfy it strips the application of any prima facie case with a probability of success.
- vi. The Respondent concludes that the Applicant has failed to demonstrate that it stands to suffer any irreparable injury that cannot be adequately mitigated by a subsequent award of damages. Accordingly, the Respondent submits that the balance of convenience tips overwhelmingly in favour of dismissing the application, and that it is just, equitable, and within the interest of justice that the application be dismissed with costs to the Respondent.

III. Issues for determination

- 4. The following issues arise for determination:
 - i. Whether the payment of thirty percent (30%) of the tax assessed under Section 15(1) of the Tax Appeals Tribunal Act constitutes a mandatory condition precedent to the grant of the reliefs sought in the circumstances of this Application.
 - ii. Whether the Applicant has satisfied the established legal conditions for the grant of a temporary injunction.

IV. Representation and Evidence

5. The Applicant was represented by Mr. Sydney Ojwee while the Respondent was represented by Ms. Christine Mpumwire from the Legal Services and Board Affairs Department.

V. The Applicant's Submissions

6. The Applicant submitted that Section 15(1) of the Tax Appeals Tribunal Act requires payment of thirty percent (30%) of the assessed tax or the undisputed portion thereof, whichever is greater, arguing that this statutory requirement fundamentally presupposes the existence of a valid, certain, and ascertainable assessment from which the exact payment threshold can be computed.
7. The Applicant further submitted that the Consent Settlement Order executed in TAT Application No. 270 of 2022 revised and reduced the 2019 assessment from Shs. 126,494,290 to Shs. 3,367,839, and adjusted the 2020 assessment to a mutually agreed quantum. The Applicant contended that this Order remains valid and binding on the parties, as the Respondent has neither challenged it nor adduced any recognized legal ground to set it aside.
8. The Applicant averred that following the execution of the Consent Settlement Order, the Respondent failed to issue corresponding amended assessments or to adjust the Applicant's tax ledger to reflect the settled amounts. Consequently, the Applicant contended that the cumulative outstanding figure of Shs. 826,122,401 and the subsequent 30% statutory demand of Shs. 180,159,633.30 were erroneously computed from unrevised assessments, noting that the assessment notices attached as Annexure A do not mathematically support the total liability claimed by the Respondent.
9. The Applicant further submitted that the Respondent's financial figures are structurally and arithmetically inconsistent. It was argued that if the vacated sum of Shs. 126,494,290 is deducted from the alleged principal of Shs. 826,122,401, the net balance ought to be Shs. 699,628,111 rather than the

Shs. 600,532,111 asserted by the Respondent. The Applicant therefore maintained that until the Consent Settlement Order is formally integrated into amended assessments, there is no properly ascertained tax liability from which a 30% payment can be lawfully calculated.

10. In support of this contention, the Applicant relied on the decision in ***MTN Uganda Limited v Uganda Revenue Authority***, wherein this Tribunal held that the statutory thirty percent requirement does not arise where the Respondent has failed to issue a formal, certain assessment for the exact sum demanded, thereby restraining enforcement actions pending the determination of the substantive application. The Applicant argued that the same legal principle applies to the present case because the Respondent has failed to give technical effect to the revised assessments arising from the Consent Settlement Order.
11. In the alternative, the Applicant relied on the Constitutional Court decision in *Fuelex Uganda Limited v Uganda Revenue Authority*, Constitutional Petition No. 3 of 2009. The Applicant submitted that the Court held Section 15 of the Tax Appeals Tribunal Act unconstitutional to the extent that it mechanically requires an objector whose challenge does not concern the quantum of tax payable to pay thirty percent of the assessment as a condition precedent to being heard.
12. The Applicant submitted that the gravamen of the current dispute centers on the Respondent's administrative failure to implement the Tribunal's Consent Settlement Order, rather than the underlying quantum of the tax itself. It therefore argued that the *Fuelex* principle applies directly, and that any difficulty regarding the 30% payment arose entirely from the Respondent's failure to give effect to the Order.
13. Regarding the conditions governing the grant of a temporary injunction, the Applicant submitted that the principles are settled law, as articulated by the Court of Appeal for East Africa in *Giella v Cassman Brown & Co. Ltd* (1973) EA 358. These triple requirements dictate that an applicant must show a prima facie case with a probability of success, establish that they will suffer irreparable injury which cannot be adequately mitigated by an award of

damages, and demonstrate that the balance of convenience favours the grant of an injunction.

14. The Applicant submitted that it has established a robust prima facie case with a distinct probability of success. It argued that the Respondent's own transactional documents do not reconcile regarding the exact amount the Applicant is alleged to owe, and that the figures are arithmetically inconsistent with the Respondent's internal computations, matters that remain completely unaddressed in the Respondent's Affidavit in Reply.
15. Furthermore, the Applicant contended that the summary closure of its business premises on 18 June 2026 proceeded on old assessments that the Respondent had already covenanted to reduce under the Consent Settlement Order of February 2024. The Applicant also noted that the Respondent failed to exhibit any demand notice, agency notice, or other statutory enforcement instrument preceding the distress action.
16. The Applicant submitted that it stands to suffer irreparable injury that cannot be adequately compensated by an award of damages if the interim reliefs are refused. As a pharmaceutical company, its commercial stock consists of perishable, time-sensitive medical products. The Applicant contended that the initial closure from 18 to 26 June 2026 had already exposed its stock to climate deterioration and potential spoilage, while simultaneously causing a loss of trade and commercial goodwill that cannot be mathematically reconstructed after the fact.
17. The Applicant argued that if its substantive objection ultimately fails, any tax found due remains fully recoverable by the state, fortified by statutory interest at the rate of two percent (2%) per month as indicated on the Respondent's assessment notices. Conversely, while the Respondent's revenue position is fully protected by law and interest, the Applicant enjoys no equivalent remedy once its pharmaceutical stock spoils and its customer base dissipates.
18. On the third condition, the Applicant submitted that the balance of convenience tips heavily in its favour. It argued that the interim order issued on 26 June 2026 successfully tested this balance, as the Respondent

reopened the premises pursuant to that directive and has demonstrated no resulting financial prejudice. Maintaining the status quo pending the final determination of TAT Application No. 126 of 2026 inflicts no injury upon the Respondent, whereas reversing it would expose the Applicant to immediate commercial ruin.

19. The Applicant clarified that it does not dispute that the physical premises were reopened on 26 June 2026. It seeks a temporary injunction because the interim order is set to lapse, and because the Respondent maintains that it reserves the right to resume enforcement actions if it deems the statutory thirty percent unpaid. The permanent interim relief sought is therefore necessary to protect the Applicant from repetitive closures based on unrevised assessments.
20. Finally, regarding the Respondent's assertion that the Applicant has acted in constant violation of court orders and breached prior administrative covenants, the Applicant argued that the Respondent failed to identify any such order or agreement. Consequently, the Applicant prayed for a temporary injunction restraining the Respondent from closing or sealing the business premises and an order preserving the status quo ante pending the determination of the main application.

VI. The Respondent's Submissions

21. The Respondent submitted that Section 15(1) of the Tax Appeals Tribunal Act imposes a mandatory obligation on any taxpayer objecting to an assessment to remit thirty percent (30%) of the tax assessed or the undisputed portion thereof, whichever is greater, prior to being heard. In *Uganda Projects Implementation and Management Centre v Uganda Revenue Authority*, Constitutional Appeal No. 2 of 1999, the Supreme Court of Uganda upheld the constitutionality of this statutory mechanism, affirming the "pay now, argue later" doctrine and the fundamental obligation of citizens to meet their tax liabilities timeously.
22. The Respondent further argued that the Constitutional Court in *Fuelex (U) Ltd v Uganda Revenue Authority*, Constitutional Petition No. 3 of 2009, did not strike down Section 15(1) of the Act. Rather, the Court preserved its

statutory force and confined the narrow exception to unique instances where no valid tax assessment exists to which an objection can be legally anchored, such as a challenge to an administrative practice note or a private ruling.

23. The Respondent contended that the Applicant has failed to pay any sum toward the 30% statutory threshold of the disputed tax. Consequently, it is argued that the current Application, the main Application, and Miscellaneous Application No. 93 of 2026 arising from TAT Application No. 126 of 2026, are premature, procedurally incompetent, and legally untenable for want of compliance with a mandatory statutory condition precedent. Given that the net outstanding tax liability stands at Shs. 600,532,111, the corresponding 30% threshold amounts to Shs. 180,159,633.30 a sum the Respondent maintains is entirely reasonable for a limited liability company engaged in the importation and distribution of pharmaceutical products, and one that cannot be said to induce commercial insolvency.
24. The Respondent further submitted that Section 31 of the Tax Procedure Code Act provides an administrative remedy for taxpayers facing an inability to meet the 30% threshold, which statutory avenue the Applicant failed to exploit. There is no evidence on the record to demonstrate that the Applicant applied to the Commissioner for an extension of time or for permission to pay the tax in instalments. The present application is neither a request for an extension of time nor a proposal to settle the tax liability incrementally. Absent any proof of payment or a formal deferment request under the law, the Applicant cannot escape the statutory consequences of its non-compliance.
25. The Respondent therefore urged the Tribunal to dismiss the Application with costs on the sole ground that the Applicant has failed to satisfy the mandatory 30% deposit requirement under Section 15(1) of the Tax Appeals Tribunal Act.
26. Regarding the grant of a temporary injunction, the Respondent submitted that it is an exercise of judicial discretion that must be exercised judiciously.

- The primary rationale of the remedy is to preserve the status quo pending the final determination of the substantive application, as articulated in *E.L.T. Kiyimba-Kaggwa v Hajji Katende Abdunasser*, Civil Suit No. 2109 of 1984, where it was held that the purpose of the relief is strictly to preserve matters in status quo until the core legal question can be disposed of.
27. The Respondent maintained that by seeking the current reliefs, the Applicant does not seek to preserve the status quo but rather to alter it contrary to established equitable principles. As a result, the Respondent characterized the Application as unmeritorious and fit for summary dismissal with costs.
 28. The Respondent submitted that the enforcement measures implemented against the Applicant were the direct result of its own failure to liquidate the outstanding tax liability of Shs. 600,532,111. Furthermore, the Respondent maintained that it has already fully complied with the interim directive of this Tribunal by removing its official seals and reopening the Applicant's business premises on 26 June 2026, subject to the condition of payment. The Respondent argued that it is the Applicant who stands in breach of the Tribunal's interim order by refusing and failing to pay the 30% portion of the disputed tax as directed.
 29. The Respondent stated that the status quo at the time of filing this Application was, and remains, that the Applicant's business premises are fully open and operational. It was argued that the Applicant's claim of a subsisting closure is a material misrepresentation designed to mislead the Tribunal into granting unwarranted orders.
 30. In evaluating the specific tripartite conditions for an injunction, the Respondent submitted that the Applicant's suit lacks any probability of success because it has failed to pay the mandatory 30% of the tax assessed under Section 15(1) of the Tax Appeals Tribunal Act and has failed to seek or obtain an administrative extension under Section 31 of the Tax Procedure Code Act.
 31. The Respondent further argued that the Applicant's averment that its premises remain closed is factually false, as the Respondent removed its

- seals and reopened the shops on 26 June 2026. A claim for injunctive relief founded on a state of affairs that has ceased to exist cannot disclose a prima facie case with prospects of success, meaning both the interim application and the main suit are legally bound to fail.
32. On irreparable injury, the Respondent submitted that the Applicant has failed to attach any empirical evidence to establish that it will suffer irreparable harm. It was argued that since the business premises are fully open and operational, no commercial loss or injury is being suffered by the Applicant. The Respondent maintained that while the situation would be different if the premises remained sealed and business operations were halted; the present state of facts strips the application of any merit regarding the element of irreparable injury.
5. Finally, on the balance of convenience, the Respondent submitted that the balance of convenience tips overwhelmingly in its favour, as restraining the recovery of an outstanding tax liability of Shs. 600,532,111 would severely impede public revenue collection and prejudice the public interest. The Respondent further contended that the Application constitutes an abuse of the Tribunal's process, as the orders sought would effectively determine the main Application through an interlocutory proceeding. The Respondent therefore prayed that the Tribunal dismiss this Application with costs.

VII. Determination of Issues by the Tribunal

Issue One: Whether the payment of thirty per cent (30%) of the tax assessed under Section 15(1) of the Tax Appeals Tribunal Act constitutes a mandatory precondition to the grant of the reliefs sought in the circumstances of this Application.

33. It is common ground that the parties previously executed a Consent Settlement Order in TAT Application No. 270 of 2022 recorded in February 2024, which adjusted the Applicant's Corporate Income Tax assessments for the 2019 and 2020 periods. The Applicant contends that this settled position has a direct, mathematical impact on its global tax ledger, rendering the current baseline figures used by the Respondent unreliable for computing the 30% statutory deposit. Conversely, the Respondent

maintains that the active enforcement actions are completely disconnected from the prior Consent Order, as they arise from distinct Rental Tax and PAYE income tax assessments totalling Shs. 826,122,401 for the period July 2018 to December 2022.

34. The Tribunal considered the Applicant's argument that the Respondent had failed to implement the Consent Order, as no adjusted assessment had been made where the vacated amounts are duly excluded. The Applicant further avers that the vacated amounts should have resulted into an adjustment of the assessment and ledger. A consent order issued by the Tribunal is binding and obligatory and the adjusted assessment and ledger are administrative and practical mechanism that effects the order thereof. An adjusted assessment provides a statutory basis for the new tax liability.
35. The Respondent asserts in their submissions and affidavit that the total assessed liability was Shs. 826,122,401, from which Shs. 126,494,290 was vacated by consent, leaving an outstanding balance of Shs. 600,532,111. That computation is not arithmetically self-evident. More importantly, the sum of Shs. 126,494,290 represents the *original* 2019 assessment, whereas the Consent Order did not vacate that assessment in its entirety, but rather reduced it to Shs. 3,367,839.
36. The Tribunal also noted that the Respondent in its submission and affidavit, is silent on the additional vacated amount of Shs. 101,670,197 under the consent order. Further inconsistency is manifested in the email marked "D" and "E", where the Respondent indicated the amount vacated by TAT as Shs. 255, 590,290 against which they derive the outstanding tax of Shs. 600,532,111. This figure is inconsistent with the actual vacated amount of Shs. 224,796,648 as per the Consent Order.
37. The Tribunal further noted additional inconsistencies in the computed tax liability exhibited in the Taxpayer Physical Engagement and Meeting Report of 19/06/2026, where it was reported that the outstanding liabilities on the ledger were Shs. 562,104,272 for income tax and Shs. 35,165,436 which would total Shs. 597,269,708 yet the total indicated in the report is different confirming an incorrect computation

38. This apparent tax head mismatch and ledger variance raises a substantial technical question. In his affidavit, Mr. Ssenyonjo Ziwa, a witness of the Respondents, purports that the assessment of Shs. 826,122,401 was in respect of rental income and PAYE. However, on perusal of the filed notices of assessment, the Tribunal established that the assessments were in respect of Income tax (excluding rental income tax) amounting to Shs. 793,478,292 and PAYE of Shs. 35,160,000 totaling to Shs. 828,638,292. The issue of rental tax does not arise hence not factual. The Tribunal found itself constrained to rely on this particular information as provided by the witness.
39. While Section 15(1) of the Tax Appeals Tribunal Act mandatorily requires an objector to remit 30% of the tax assessed pending review, a principle firmly upheld by the Supreme Court in *Uganda Projects Implementation and Management Centre v URA*, the application of this rule assumes the existence of a clear, stable, and mutually ascertainable accounting baseline.
40. As guided by the decision of the High Court of Uganda in *Fortuna Limited v Uganda Revenue Authority*, High Court Civil Appeal No. 36 of 2026, where parallel ledger tracking discrepancies or unresolved accounting overlaps obfuscate the true baseline liability from which a statutory deposit must be computed, the strict, mechanical enforcement of Section 15(1) may be temporarily stayed or deferred by the Tribunal at an interlocutory phase. This interim intervention does not waive the mandatory nature of the deposit; rather, it sequentially preserves the status quo to enable an accurate reconciliation of the true liability.
41. In the present case, because there is an unresolved evidentiary dispute as to whether the Shs. 126,494,290 covenanted in the Consent Order is mathematically housed within the Shs. 826,122,401 currently being enforced, the Tribunal cannot definitively resolve the accounting baseline on the face of the interlocutory record. Demanding a blind deposit before resolving this cross-reconciliation would be procedurally premature. The Tribunal therefore declines to dismiss the Application for non-payment of

the 30% threshold at this interim stage, pending a formal verification exercise.

6. Consequently, the Respondent shall, within fourteen (14) days of this ruling, issue and serve upon the Applicant a fully reconciled statement of account and the relevant amended assessments reflecting the Consent Settlement Order in TAT Application No. 270 of 2022, alongside any other tax liabilities forming the subject of this dispute.
7. The Applicant shall thereafter immediately comply with Section 15(1) by paying thirty percent of the properly ascertained tax assessed prior to hearing and determination of the substantive application
8. Accordingly, Issue One is resolved in favour of the Applicant to the extent that the Tribunal declines to dismiss the Application for non-payment of the 30% threshold at this stage. The statutory requirement under Section 15(1) remains mandatory, but compliance shall follow once the Respondent properly ascertains and reconciles the Applicant's true liability.

Issue Two: Whether the Applicant has satisfied the established legal conditions for the grant of a temporary injunction.

9. The principles governing temporary injunctions are settled under *Giella v Cassman Brown & Co Ltd* and *E.L.T. Kiyimba-Kaggwa v Hajji Katende Abdunasser*. At this interlocutory stage, the Tribunal is strictly restricted from making final determinations on the merits or pronouncing on the ultimate lawfulness of the enforcement measures, as such findings would invite prejudgment of the main suit.

Prima Facie Case

10. The structural variance between the corporate income tax settlement and the subsequent PAYE/Rental tax ledgers exposes an arguable, triable question going to the heart of the accounting baseline. This technical uncertainty is sufficient to satisfy the threshold of an arguable case with prospects of success in the main application.

Irreparable Injury

11. The Applicant is an active importer and distributor of time-sensitive pharmaceutical products. The threat of repeated summary sealing of its specialised commercial premises creates an immediate risk of operational disruption and an unquantifiable erosion of customer goodwill and market relationship confidence. Following the appellate guidance in **Fortuna Limited (supra)**, such permanent commercial disruption to active trading capacity constitutes an injury that a subsequent bare award of damages cannot adequately repair.

Balance of Convenience

12. The public interest in recovering sovereign revenue remains protected, as any tax ultimately found due from the Applicant continues to accrue interest in favour of the State under the Tax Procedures Code Act. Conversely, an uninterrupted closure would cause irreversible commercial ruin to the Applicant. The balance of convenience therefore favours preserving the operational status quo, subject to an accelerated timeline for ledger verification.

Orders of the Tribunal

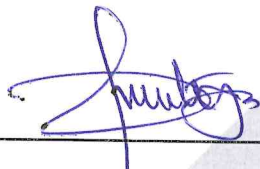
13. In light of the foregoing findings, the Tribunal hereby orders as follows:
 - i. A temporary injunction is hereby issued restraining the Respondent, its agents, servants, or any person acting under its authority from closing, sealing, or locking the Applicant's business premises designated as Shop No. 5 and Shop No. 6, Rene Plaza, William Street, Kampala, pending the final hearing and determination of TAT Application No. 126 of 2026.
 - ii. The Applicant and the Respondent are hereby directed to immediately undertake a joint ledger reconciliation within fourteen (14) days from the date of this Ruling, which exercise shall be strictly confined to identifying:
 - a) The exact component breakdown and underlying correct computation of the tax assessment.

- b) Ascertain that the vacated amounts under the Consent Order in **TAT Application No. 270 of 2022** are mathematically integrated and offset from the assessed amount.
- c) Determine the exact reconciled tax baseline from which the 30% statutory deposit under Section 15(1) shall be computed and paid before hearing and determination of the main application.
- iii. The costs of this Application shall be in the main cause.

Dated at Kampala this **18th** day of **September** 2026.



HON. PROSCOVIA REBECCA NAMBI
CHAIRPERSON



HON. EDWARD BIRYETEGA
MEMBER



HON. KENNETH A. BAGAMUHUNDA
MEMBER