

ARLCOM Ltd v. ECOBANK RWANDA Ltd

[Rwanda SUPREME COURT – RCOMAA0020/15/CS (Mukamulisa, P.J., Hitiyaremye and Karimunda, J.) May 21, 2018]

Contract – Loan agreement – Computation of interests – Interests and late fees should not continue to be charged after the loan contract has been cancelled in case the debtor conveyed a mortgage for that loan which should have been sold and get the payment of the loan.

Facts: Arlcom Ltd was given a loan by Ecobank Rwanda Ltd and that loan was guaranteed by Uwamahoro Florent de la paix, the Director of that company, he also furnished a mortgage, that loan was restructured three times. Thereafter the company failed to repay the loan and subsequently, Ecobank Rwanda Ltd called off the loan contract and later sued that company together with its guarantor to the Commercial Court of Nyarugenge requesting for the payment of the principal loan, the accumulated interests, late fees and procedural fees. The Court found the claim with merit and ordered the defendants to repay the loan, interests and procedural fees.

Arlcom Ltd and its Director were not contented with the ruling of the case, thus they appealed to the Commercial High Court, that court found the appeal with no merit and held that the rulings of the appealed case are only reversed concerning the amount of the loan. It ordered Arlcom and its guarantor to jointly repay the loan, refund the fees paid to the expert and the court fees.

They appealed again to the Supreme Court requesting arguing that Uwamahoro should not have been sued together with that company because he is not connected with that loan apart from conveying the mortgage and he never objected to selling it.

In its defense, Ecobank argues that the reason Uwamahoro is required and Arlcom Ltd to jointly pay that loan is because he signed two documents indicating that he acknowledges the loan, one is “*joint guarantee*” stating that in case the company fails to pay he will sell the mortgage and pay the loan the second one is “*attestation de consentement*” stating that in case the company defaults on payment as its guarantor will pay.

Regarding the amount of the loan and the accumulated interests which the debtors have to pay the bank Uwamahoro states that he does not accept the report made by the expert because it had a lot of errors regarding the restructuring of the loans and that on 24/10/2012 the bank wrote to the company cancelling the loan contract and copied RDB, implying that it had begun the procedures of auctioning the mortgage but it did not go further, this affected him because he would have paid lesser than what the bank demands now.

On the exact loan it has to be paid, the Bank argues that the loan was restructured three times on the agreement of both parties, the last restructuring was on 14/06/2012 which was totaling to 611,893,224Frw, but it continued to accumulate both interests and late fees up to now.

Held: 1. Interests and late fees should not continue to be charged after the loan contract has been cancelled in case the debtor conveyed a mortgage for that loan which should have been sold and get the payment of the loan.

The appeal has merit in parts.

**The cross-appeal has merit in parts.
Appellants to jointly pay the loan and the interests accrued from it.
Court fees to the appellants.**

Statutes and statutory instruments referred to:

Decree-Law of 30/07/1888 relating to contracts or conventional obligations, article 33 and 552.

No cases referred to.

Judgment

I. BACKGROUND OF THE CASE

[1] This case started at the Commercial Court of Nyarugenge whereby Ecobank Rwanda Ltd, sued Uwamahoro Florent de la Paix and Arlcom Ltd requesting the court to order them to pay the loan, interests and procedural fees.

[2] That Court rendered the Judgment RCOM0164/13/TC/NYGE holding that the claim of Ecobank Rwanda Ltd has merit and ordered the defendants to pay the loan, interest and procedural fees.

[3] Arlcom Ltd and Uwamahoro Florent de la Paix were not contented with the rulings and appealed to the Commercial High Court, it rendered the judgment RCOMA0213/14/HCC, finding the appeal with no merit, sustained the rulings of the judgment RCOM 0164/13/TC/Nyge rendered by the Commercial court of Nyarugenge except amount of the loan. It ordered Arlcom Ltd and Uwamahoro Florent de la Paix to jointly pay Ecobank Rwanda Ltd 786.356.789Frw they owe it, 2,600,000Frw for expertise fees, it also ordered them to pay court fees.

[4] Arlcom Ltd and Uwamahoro Florent de la Paix appealed to the Supreme Court claiming that the court decides that Ecobank Rwanda had no status and interests to sue Arlcom Ltd and Uwamahoro Florent de la Paix because the role of Uwamahoro, is that she furnished the mortgage to secure the loan. They also criticized the Commercial High Court for relying on expertise which had errors.

[5] The case was heard in public on 24/11/2015, Ecobank raised a preliminary objection of inadmissibility of the appeal lodged by Uwamahoro Florent de la Paix and Arlcom Ltd because they lost the case on the same grounds on both previous instances. In the interlocutory judgment of 24/11/2015, the court overruled that objection and the hearing was scheduled on 03/05/2016, however it was postponed various occasions mainly and because Uwamahoro Florent de la Paix was abroad and he requested to be present in his case because he has a lot of information on it and his advocate had only mandate of assisting him.

[6] The last hearing was held on 13/06/2017, Uwamahoro Florent de la Paix and Arlcom Ltd represented by Counsel Kazenzeza Théophile while Ecobank Rwanda Ltd represented by Kayigirwa Téléphore, after the court session, the Court orders that the decision will be pronounced on 21/07/2017, meanwhile the court received a letter from Uwamahoro Florent de la

Paix disowning Counsel Nkurunziza Francois Xavier who was assisting him and representing Arlcom Ltd, this led to the adjournment of the hearing to 31/10/2017 so that Uwamahoro Florent de la Paix can submit to the Court the submissions containing his claim of disowning his counsel, it was also postponed on that date on the request of Counsel Kazenzeza Théophile, because they waited for the report from the disciplinary committee of the Bar Association on the issue of disowning Counsel Nkurunziza François Xavier, the case was heard on 12/12/2017

[7] On 12/01/2018, The court found Uwamahoro Florent de la Paix's disowning his counsel with merit and held that Counsel Nkurunziza Francois Xavier pays him 500,000Frw for the counsel fees and that the hearing of the case on merit will be resumed on 27/03/2018. On that day in the hearing Counsel Habinshuti Yves was assisting Uwamahoro Florent de la Paix and representing Arlcom Ltd while Ecobank Rwanda Ltd was represented by Counsel Nkundabarashi Moïse together with Counsel Kayigirwa Télésphore.

II. ANALYSIS OF THE LEGAL ISSUES

Whether Uwamahoro Florent de la paix should not be jointly sued with Arlcom Ltd

[8] Uwamahoro Florent de la Paix argues that Ecobank should produce a separate loan contract he concluded with it because he does not have any connection with the loan sought to be paid apart from furnishing the mortgage and he never objected to selling that mortgage. He also argues that in the submissions of the counsel for Ecobank while lodging the claim he requested Uwamahoro Florent de la Paix to pay 657 million and procedural fees but in the judgment, the Court ordered Uwamahoro Florent de la Paix together with Arlcom to pay, while it was not requested by the other party.

[9] Counsel Habinshuti Yves argues that Uwamahoro Florent de la Paix gave Arlcom Ltd the mortgage, nothing else he should be held reliable, because Ecobank does not prove that he agreed to pay with Arlcom Ltd jointly, that is the reason he should be removed from the case especially that Ecobank Rwanda Ltd does not demonstrate the faults of Uwamahoro Florent de la Paix in the Arlcom's failure to performe the contract which it concluded with the bank. He further states that the Commercial High Court ordered Uwamahoro Florent de la Paix and Arlcom to jointly pay Ecobank, but it did not indicate the amount each one has to pay.

[10] Nkundabarashi Moïse, the counsel for Ecobank explains the reason why Uwamahoro has to jointly pay with Arlcom Ltd is because on 14/12/2009 he signed a document titled joint guarantee whereby he accepted to be a personal guarantee for Arlcom Ltd and on 31/02/2009 he signed another document titled "attestation de consentement" again acknowledging the loan.

[11] He continues arguing that the first document indicates that if Arlcom Ltd defaults on payment Uwamahoro Florent de la Paix will sell the mortgage and pay, whereas the second one indicates that in case Arlcom Ltd defaults on payment, Uwamahoro Florent de la paix will pay. He adds that another reason Uwamahoro Florent de la Paix and Arlcom Ltd are sued jointly is because there is a loan agreement between Arlcom Ltd and Ecobank Rwanda Ltd on 14/06/2012 which was restructuring of the loans given to Arlcom Ltd and Uwamahoro Florent de la Paix, which all amounting to 611.893.224Frw, hence he wonders why Uwamahora can disassociate himself from the loan which Ecobank sought for payment.

[12] Regarding the document Joint Guarantee” and “attestation de consentement” stated above by Ecobank, Uwamahoro Florent de la Paix agrees that he signed them but according to its contents he was not the one to sell the mortgage, that was the responsibility of Ecobank, and also it does not require a permission from him to sell the mortgage

VIEW OF THE COURT

[13] Article 552 Civil Code Book III provides that any person who stands as a guarantor for another person is only obliged to honour what he guaranteed in case the guarantee fails to honour the obligation, whereas article 560 provides that any person who stands as a guarantor for the loan of another person is obliged to pay the creditor if the principal debtor fails to pay unless the guarantor demonstrates that he will pay without any hesitation or if he accepted to pay with the principal debtor in solidum. In that case, the principles regarding the payment in solidum shall apply.

[14] Article 33 of Book III of the Civil Code provides that, contracts made in accordance with the law shall be binding between parties. They may only be revoked at the consent of the parties or for reasons based on law. They shall be performed in good faith.

[15] Concerning this case, the case file indicates that since 2009, Arlcom Ltd was given by Ecobank Rwanda Ltd various loans, thereafter, three restructuring contracts were concluded between Ecobank Rwanda Ltd and Arlcom Ltd whereby Uwamahoro Florent de la Paix signed on behalf of Arlcom Ltd as Managing Director. Again in that contract in the section titled security/Support, on N° 6, Uwamahoro again agreed that he becomes a personal guarantee for the loan or any loss which may be accrued from it (“Renewal of the Personal Guarantee of promotor Mr. Uwamahoro Florent de la Paix with Ecobank listed as loss payee”).

[16] The case file also contains another document titled “Convention d’ouverture de crédit avec constitution d’hypothèque” dated 10/12/2009, concluded between Ecobank and Uwamahoro Florent de la Paix, as a client carrying out commercial activities under the commercial name of “Arlcom”Ltd¹. The case file also contains “acte notarié” dated 10/12/2009 signed by Ecobank Rwanda Ltd and Uwamahoro Florent de la Paix, his wife Uwamahoro Amina Arlette also signed as a witness, it is obvious that it is for the loan litigated in this case.

[17] The Court further finds, the fact that in the case file there are various documents of correspondence between Ecobank Rwanda Ltd and Uwamahoro Florent de la Paix, from the time of all contracts restructuring the loan that the bank offered Arlcom Ltd, the latter was always represented by its Managing Director Uwamahoro Florent de la Paix, this implies that if this company defaults on the loan it was given by Ecobank Rwanda Ltd, the loan must be reimbursed by Uwamahoro Florent de la Paix as its personal guarantee

[18] During the hearing, Uwamahoro Florent de la Paix acknowledged again that he signed a document titled “joint guarantee” and “Acte de consentement” which all of them relates to the

¹ Uwamahoro Florent de la Paix “opérant ses activités commerciales sous le nom de “Arlcom”, ci-après dénommé “Le Client”

loan which Ecobank Rwanda Ltd gave to Arlcom Ltd whereby he accepted that in case it defaults on the payment he will pay.

[19] In light of the motivations given above, the Court finds without merit the arguments of Uwamahoro Florent de la Paix that Ecobank Rwanda Ltd should not sue him together with Arlcom Ltd since that company may have failed to pay the loan while he is its personal guarantee

Determining the amount of the loan and its interest that Uwamahoro Florent de la Paix and Arlcom Ltd has to pay to Ecobank Rwanda Ltd

[20] Uwamahoro Florent de la Paix argues that the expert appointed by the Court, as indicated on page 45 of his report, he found errors in the first restructuring of the loan because there is no explanation on the loan which was offered by Ecobank Rwanda Ltd, this implies that the other contracts of the loan restructuring concluded after, had errors because they were based on the first one which had errors.

[21] He also adds that he criticises that the expert demonstrated that the loan was 408,000,000Frw while it has to be 248,000,000Frw and also that the expertise has other imperfections like whereby the expert found that letter of credit and credit line (“lettre de crédit” and “ligne de crédit”) Ecobank Rwanda Ltd considered them as a loan but he does not indicate their effects. He further states that the fact that the calculations made by Ecobank are erroneous has effected him but the Commercial High Court disregarded it for him to get justice. That also stating that he signed on the restructuring is not enough to conclude that he acknowledges the loan which Ecobank Rwanda Ltd states that it gave him especially that the contract which is signed between the client and the bank is a standard form contract (contrat d’adhésion), he prays to Court to render him justice.

[22] Uwamahoro Florent de la Paix again states that the in the report the expert drew a table indicating that the signature of the director of Arlcom Ltd should be examined, to make sure that the operations made on its account were done by the company itself, in that circumstances, for 252 operations that were made there is no signature of Arlcom Ltd but the Court ignored it. He finds the motivations of the Commercial High Court not sufficient, that is the reason why he prays for another expert, so that counter expertise can be carried out to get the correct calculation. He states in addition that for the Ecobank Rwanda Ltd refusing to issue the bank statement is because it intended to conceal some information, therefore he prays the court to consider that, and declares that it has lost the case. He also adds that the loan he acknowledges is that of 284,093,675Frw.

[23] He further argues that on 24/10/2012 Ecobank Rwanda Ltd wrote to Arlcom for termination of the contract and copied RDB, this mean that the bank had begun the procedure of auctioning the mortgage through RDB, however it did not proceed to auction that mortgage while nothing prevented to do so, this affected them because by then the bank would have been paid 657 million francs only, but now it is claiming to be repaid a loan of more than a billion francs.

[24] Uwamahoro Florent de la Paix and Counsel Habinshuti Yves again argue that on 02/06/2011 ECOBANK withdrawn 500,000Frw from Arlcom's account without any

explanations and there are other amount of money paid by Sotra Tour & Travel Agency to Arlcom Ltd with two cheques (one was N°36855080 of 9.552.043 Frw dated 28/04/2011 and another one N°36855081 of 6.102.882 Frw) which had to be deposited on the account of Arlcom Ltd in Ecobank Rwanda Ltd, but that bank delayed 45 days to withdraw that money to repay a part of loan , while this would have reduced the loan, Ecobank Rwanda Ltd does not give any reason it delayed to withdraw that money . He further criticizes the expert for not indicating the loss accrued from that delay for him and failed to make compensation.

[25] Counsel Habinshuti Yves argues that Arlcom Ltd and Uwamahoro Florent de la Paix on several occasions tried to write to the President of the Commercial High Court demonstrating the irregularities contained in the report of the expert, among them there are some which the Court acknowledged but failed to nullify that report. He gave examples where the expert indicated that in the loan restructuring Ecobank Rwanda Ltd altered the interest rate contrary to the clauses of the contract, like on page 48 where he indicated that the rate they agreed on when restruring the loan of 408.000.000Frw was 16% but it charged 16,49%, on page 52 he indicated that on the structured loan of 611.893.294, Ecobank Rwanda Ltd charged 16,02% instead of 15%, therefore, he states that if all those irregularities were considered by the court the loan would have reduced, but the court disregarded them.

[26] He further states that on page 49 the expert indicated that Ecobank miscalculated the loan when it made a loan restructuring of 559,279,335Frw instead of 493,852,705 Frw and the bank did not give any explanations and even the restructuring of 611,893,224Frw indicated on page 54 of that report, the expert demonstrated that it should have been 504,809,709Frw however the court was silent on all those irregularities.

[27] Counsel Habinshuti Yves adds that the Court gave insufficient motivations whereby the performance guarantee was considered as a loan which generates interests, which is not possible especially that the expert ordered by the Court indicated that those guarantees are always signature commitments (engagement par signature), that is not a loan offered by the bank to the client. He also criticizes the expert for only revealing the irregularities without indicating its effects and the Court also for not examining the irregularities raised in the expertise but instead held that those irregularities are not related to the contract or the principles of credit instead of holding that the loan and the related interests were miscalculated, hence they must be deducted from the loan.

[28] He further adds that the expert indicated that there are some amount of money withdrawn from Arlcom Ltd's account using cheques having wrong figures as its indicated on page 34 whereby instead of withdrawing 17,324,152Frw, Ecobank Rwanda Ltd withdrew 173,224,152Frw but the expert did not make any recommendation.

[29] Counsel Nkundabarashi Moise representing Ecobank Rwanda Ltd first responded on the difference between 17.324.152Frw and 173.224.152Frw raised by the adversary, whereby he stated that it was a typographic error but on page 34, the expert indicated that it was rectified. He adds that it is now better since Uwamahoro Florent de Paix acknowledges that he owes Ecobank Rwanda Ltd a loan because before he did not acknowledge it.

[30] Regarding the exact loan which Ecobank demands to be repaid, he argues that the bank restructured the loan three times on the agreement of both parties, the last restructured loan was that of 611,893,224Frw done on 14/06/2012 but it continued to accrue interests and late fees up to now.

[31] He adds that the issue of using the interest rate different from the one they agreed on, Ecobank Rwanda Ltd believes that it should not be an issue because in the agreement of restructuring the loan of 14/06/2012, they agreed on 15% as the rate interest, they also agreed on 2% per month as late fees and those are the ones Ecobank Rwanda Ltd applied since 2012 up to now, because the interests are calculated on 15% since 14/06/2012 up to 31/08/2015, that is three years and two months, which equals to 374.157.837Frw, plus the late fees of 2% per month, all amounting to 242.242.109Frw.

[32] Therefore, he states that the total amount of the loan which Ecobank Rwanda Ltd seeks its payment is 611.893.224 Frw + 74.157.837Frw (interests) + 224.22.249.109 Frw (late fees), all amounting to 1.283.862.819Frw.

[33] Counsel Kayigirwa Télésphore also representing Ecobank Rwanda Ltd states that there is no evidence proving the claims of the adversary that 500,000Frw was withdrawn from the account Arlcom Ltd, he adds that the money might be from the current account, hence they are not related to that loan which Ecobank Rwanda Ltd is claiming to be repaid and also that the cheques for that money may have been lost in the archives.

[34] He further states that the deposit of two cheques from Sotra Tours & Travel Agency to Arlcom Ltd, delayed 42 days, the expert stated that he was told that those cheques were without provisions, the moment they were issued, with regard to the issue that Ecobank refused to reveal the state of Sotra Tours & Travel Agency account when he wanted to find out whether those cheques were issued without provisions it was because that account was not related to the expertise because the bank has the duty to keep the privacy of its client (Sotra Tours & Travel Agency).

VIEW OF THE COURT

[35] The Court finds that both parties agreed that the loan which Ecobank demands to be repaid was restructured three times and the last time it was restructured Ecobank computed it and demonstrated that it was 611.893.224Frw but the expert appointed by the Commercial High Court, explained in his report that the loan should be 610.166.856Frw. Since Ecobank does not dispute the calculation of the expert, that amount should be the one considered in determining the interests being calculated by Ecobank because Uwamahoro and Arlcom Ltd do not acknowledge how the interests were calculated. On the other hand, the court finds that it can not base on 284.093.675Frw which Uwamahoro Florent de Paix acknowledges as the loan he owes the bank because he does not prove it.

[36] The Court finds that on 24/10/2012, Ecobank Rwanda Ltd wrote to Arlcom Ltd and Uwamahoro Florent de la Paix calling off the loan (dénonciation du credit) and consequently requested to be repaid 657.788.007Frw (that is 610.166.856Frw of the depreciable loan +

interests of 8.340.713Frw+ late fees: 11.509.852 Frw + debit from the current account: 27.270.586Frw).

[37] The Court finds, considering loan contract, that bank was furnished a mortgage worth 750.000.000Frw. As Uwamahoro Florent de la Paix states, it is not reasonable how after the cancellation of the contract of the restructured loan of 610.166.866Frw on the dates mentioned above, the loan which was affirmed by the expert, Ecobank Rwanda Ltd opted to continue calculating the interests and the late fees and also basing on 611.893.224Frw instead of selling the mortgage it was furnished especially that its value was higher than the loan it claimed at that time. The Court finds that Ecobank should be liable for such behaviors because if not, it would lead to the debtor to be charged excessive interests which would cause him to have a loss for the faults which are not his/her.

[38] Among the explanations given by the expert on page 67 of his report, indicated that he found issues of the money from two cheques dated 28/4/2011 issued by Sotra Tours & Travel Agency, one of 9.552.043Frw and another of 6.102.882Frw (both worth 15.654.925Frw) given to Ecobank Rwanda Ltd on 4/05/2011 which it had to deposit on the Arlcom account but it deposited that money on 16/6/2011 after 42 days. That expert also states that Ecobank told him that the reason it delayed to deposit them on Arlcom Ltd's account, was that those cheques were without provisions by that time but the bank did not produce proof for that. He concludes stating that if there is other truth with reasonable grounds on those cheques, the amount of the loan would change up to 4/05/2011

[39] In the hearing of Uwamahoro Florent de la Paix and his advocate, as explained above, among what they criticize with regard to how Ecobank calculated the loan which it is claiming to be repaid, includes the money indicated in the previous paragraph because they argue that if it credited on time that amount of money on Arlcom Ltd's account ,this would have reduced the loan. For the Ecobank, it continued to argue that it is possible that those cheques were without provisions and that it also has to keep the privacy of their clients's accounts.

[40] The court finds that those explanations of Ecobank Rwanda Ltd are groundless, because among the amount it is claiming, includes the late fees whereas it also delayed to credit on Arlcom Ltd account the amount of money mentioned above which increased the amount of the interests, therefore, the interests of that amount of money have to be calculated and deducted from the late fees computed by Ecobank. That amount is hereby calculated as follows: 6.102.882

$$\text{Frw} + 9.552.013 \text{ Frw} = \frac{9.566.283 \text{ Frw}}{360 \times 100} = 9.566.283 \text{ Frw}.$$

[41] The Court further finds that the expert explained that there are 500.000Frw for which Ecobank does not prove how they were withdrawn on 02/06/2011 from Arlcom Ltd's account, he adds that in case it fails to prove it, this would also reduce the loan of Arlcom Ltd.

[42] The Court finds, considering how the expert explains as well as Uwamahoro Florent de la Paix and Arlcom Ltd's concerns raised in the hearing, when this is linked to the fact that Ecobank failed to explain the withdrawal of that money from Arlcom Ltd's account, the Court finds that it should be deducted from the initial loan which is claimed to be repaid by Ecobank Rwanda Ltd in the letter dated 24/10/2012 when it was calling off the loan (dénonciation du

credit). That is to say that it should be deducted from the initial loan of 610.166.856Frw for which the late fees were calculated, the balance of that loan shall be: $610.166.856\text{Frw} - 500.000\text{Frw} = 609.666.856\text{Frw}$.

[43] With regard to performance guarantees, which Uwamahoro Florent de Paix argues that it was considered as a loan which is contrary to the reality, the Court finds that the expert gave enough explanations about it on page 67 of his report, whereby he explained that those performance guarantees are considered as a loan even though they are not offered in cash to the client. Concerning the irregularities which Uwamahoro Florent de la Paix and Arlcom Ltd argue that they are found in calculations of Ecobank Rwanda Ltd, the court finds that apart from the issues demonstrated by the expert which were also considered, they do not prove the other amount of money to be deducted.

[44] Basing on the motivations above, the loan and its interests are as follows : $609.666.856\text{Frw}$ (rectified loan) + $8.340.713\text{Frw}$ (interest) + late fees : $1.943.569\text{Frw}$ ($11.509.852\text{Frw} - 9.566.283\text{Frw}$) + $27.270.586\text{Frw}$ (Debit on the current account) : = $647.221.724\text{Frw}$.

Regarding the cross-appeal.

[45] Counsel Nkundabarashi Moïse representing Ecobank Rwanda Ltd prays that Uwamahoro Florent de la Paix and Arlcom Ltd jointly pay the bank, the procedural and counsel fees of $2.000.000\text{Frw}$.

[46] Uwamahoro Florent de la Paix and Arlcom Ltd believe that the cross appeal of Ecobank Rwanda Ltd is groundless because they do not acknowledge the loan they are requested to pay.

VIEW OF THE COURT

[47] The Court finds that since Uwamahoro Florent de la Paix and Arlcom Ltd have been ordered to pay to Ecobank Rwanda Ltd some of those requested, they must pay the procedural fees of 500.000Frw and counsel fees of 500.000Frw on this level considering the time spent on this case.

III. DECISION OF THE COURT

[48] Decides that the appeal of Uwamahoro Florent de la Paix and Arlcom Ltd has merit in parts;

[49] Decides that the cross appeal of Ecobank Rwanda Ltd has merit in parts,

[50] Declares that the rulings of RCOMA0213/14/HCC rendered on 25/04/2014 by the Commercial High Court, is reversed with regard to the amount of the loan Uwamahoro Florent de la Paix and Arlcom Ltd have to pay to Ecobank Rwanda Ltd ;

[51] Orders Uwamahoro Florent de la Paix and Arlcom Ltd to jointly pay Ecobank Rwanda Ltd the debt and the interests all equivalent to 647.221.724Frw and 1.000.000Frw of the procedural and counsel fees on this instance;

[52] Declares that the fees deposited by Uwamahoro Florent de la Paix and Arlcom Ltd as court fees cover the expenses incurred in this case.