

GENERAL LINES: +256-230802/254829
DIRECT LINE: +256-414-341-018
FAX NO. +256-414-230802/254829
EMAIL: info@justice.go.ug
WEBSITE: www.justice.go.ug
In any correspondence on this subject
please quote: **DLAS 238/404/02**



THE REPUBLIC OF UGANDA

**ATTORNEY GENERAL'S
CHAMBERS**
P.O. BOX 7183,
Kampala, Uganda

10th July 2026

The Vice Chancellor
Lira University
P.O. Box 1035
Lira

REQUEST FOR LEGAL OPINION ON THE APPOINTMENT, RE-APPOINTMENT AND TENURE OF THE DEPUTY VICE CHANCELLOR (ACADEMIC AFFAIRS), LIRA UNIVERSITY

Reference is made to your letter of 5th June 2026, requesting a legal opinion, on matters concerning the appointment, re-appointment and tenure of the Deputy Vice Chancellor (Academic Affairs) (DVC-AA) of Lira University, Associate Professor Okaka Opio Dokotum.

We have reviewed the facts as presented, the documents attached to your request, and the applicable legal framework, particularly the Universities and Other Tertiary Institutions Act, Cap. 262 (hereinafter referred to as "the UOTIA"). We have also considered the various correspondences from the Chairperson of the Appointments Board and the Lira University Academic Staff Association (LUASA), which highlight the differing interpretations among stakeholders.

This is to advise as follows:

1.0 Background

The following facts are distilled from the records provided:

- 1.1 In June 2016, Associate Professor Okaka Opio Dokotum commenced service as the pioneer Deputy Vice Chancellor (Academic Affairs) of Lira University. The appointment instrument was signed by the University Secretary, as the Chancellor had not yet been installed. The contract was for a period of five years, effective 1st July 2016, and was stated to be "renewable for one more term subject to satisfactory performance". He accepted the offer in writing and performed the

functions of the office for the full five-year period, receiving remuneration and benefits.

- 1.2 Upon expiry of the initial term, the University Senate considered his performance appraisal and recommended his re-appointment. The Chancellor subsequently issued an instrument of re-appointment for a second five-year term, effective 1st July 2021. The DVC-AA formally accepted this re-appointment in writing
- 1.3 In 2026, the University received an appointment instrument executed by the Chancellor purporting to take effect retrospectively from 1st July 2021. This appears to be the same second-term appointment, possibly intended to correct perceived irregularities in the initial appointment process.
- 1.4 As the current term approaches expiry on 30th June 2026, the officer has expressed interest in continuing to serve. He has advanced legal arguments that his first term (2016–2021) should be considered an “acting” or invalid appointment, thereby making his current (2021–2026) term his *first* substantive term, and rendering him eligible for a *second* further term.
- 1.5 The Chairperson of the Appointments Board has formally objected to the proposed third term, arguing that the DVC-AA has already served two full terms and is therefore ineligible. LUASA has similarly objected, raising both legal and procedural concerns.

This background, sets the record for pertinent questions which need to be resolved, in order to arrive at a plausible way forward.

Issue 1: Whether the 2016 Appointment was valid and whether it counts towards the term limit

Section 32(2) of the UOTIA provides that *"A Deputy Vice Chancellor shall hold office for a period of five years and shall be eligible for re-appointment for one more term."*

Section 32(1) requires that Deputy Vice Chancellors *"be appointed by the Chancellor on the recommendation of the University Senate with the approval of the University Council."*

The 2016 appointment was procedurally irregular as it was made by the University Secretary, not the Chancellor as required by law. However, this irregularity does not render the five-year period of service a legal nullity.

In 2016, the University had no installed Chancellor. The appointment was made as a practical necessity to keep the institution functional. Both the University (by paying salary and benefits) and the Deputy Vice Chancellor (by accepting and performing his duties) treated the contract as valid and fully performed. This was warranted by virtue of necessity.

Section 53(1) of the Contracts Act, 2010 provides for the doctrine of estoppel by performance. Where a contract has been fully performed by both parties, it cannot be retroactively declared void to the benefit of one party. The DVC-AA accepted the terms and benefited from the position for five years. He cannot now argue that the period should not count towards his tenure to gain an advantage. Public policy prohibits such an approach.

The doctrine of approbation and reprobation is a rule of law, grounded in equity, that a person cannot "approve" (accept and benefit from) a transaction and then "reprobate" (reject or challenge) it for the purpose of securing another advantage. One cannot blow hot and cold; a party must make an election and cannot take inconsistent positions regarding the same matter.

In the context of a fully performed contract, the principle is absolute. A party who has accepted the terms of a contract, enjoyed its benefits, and allowed it to be fully performed is legally estopped from later claiming it was void.

The DVC-AA's argument that his first term should be considered an "acting" or invalid appointment "does not count towards the tenure" is an attempt to approve and reprobate the 2016 contract. The facts demonstrate he unequivocally accepted it, and both parties performed it fully.

The 2016–2021 period is legally recognized as a full and valid term of office. The DVC-AA's claim that it should be disregarded is a textbook example of seeking to approve and reprobate. He cannot use the validity of the 2016 contract to draw a salary, exercise power, and govern his performance, only to claim it was void when it no longer serves his personal ambition.

The 2016–2021 period must be counted as his first full, substantive term in office.

Issue 2: The Legal Effect of the 2021 Appointment(s) and the 2026 Instrument

The clear mandate from Section 32 of the UOTIA is that a DVC is appointed for five years and is eligible for one re-appointment. The Chancellor's power to appoint is derived from the UOTIA and must be exercised in accordance with its provisions.

The existence of two instruments from the Chancellor in 2021 creates confusion, but the substance of the transaction is clear. The DVC-AA formally accepted a letter of "Reappointment" which contained detailed terms and conditions. The Senate minutes show they recommended his *reappointment*. This is the operative valid contract for his second term.

The instrument executed in 2026 by the Chancellor, which purports to have retrospective effect from 2021, is problematic. A Chancellor cannot use a 2026 instrument to retroactively alter the legal nature of a completed five-year term that began in 2021. Its intention seems to be to "correct" the record, but it does not create a new substantive term.

The 2021 re-appointment is the legally operative instrument for the second term (2021–2026). The 2026 instrument does not create a new or separate term.

Issue 3: Whether the DVC-AA is eligible for a further term in 2026

Section 32(2) of the UOTIA permits a DVC to be re-appointed for one more term. This means a maximum of two consecutive five-year terms.

The DVC-AA has served from 2016–2021 (Term 1) and 2021–2026 (Term 2). This is the maximum allowed under the law.

Even if a candidate is eligible, re-appointment is not automatic. It requires a new process as per Section 32(1): a recommendation from the Senate and approval by the Council.

A five-year "acting" appointment would violate Uganda's Public Service Standing Orders, which limit acting appointments to a maximum of 12 months.

The DVC-AA has exhausted his permissible tenure and is not eligible for re-appointment for a third term. The University's Appointments Board and Council have a legal obligation to adhere to Section 32(2).

Issue 4: The Role of the Senate in the Re-appointment Process

Section 32(1) mandates that *"A deputy vice-chancellor shall be appointed by the Chancellor on the recommendation of the University Senate"*. The University Council's role is to "approve" the Senate's recommendation.

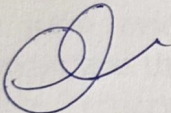
The Senate is the supreme academic organ that must initiate and recommend any appointment or re-appointment of a DVC. The Appointments Board, as a committee of the Council, provides administrative support, but the substantive recommendation must originate from the Senate.

The Senate must initiate and recommend any appointment or re-appointment of a DVC. The Council's role is limited to approving the Senate's recommendation.

Way Forward

The DVC-AA has served the maximum permissible two terms under Section 32(2) of the UOTIA. He is therefore not eligible for re-appointment for a third term.

Given that the DVC-AA's current term expired on 30th June 2026, the University ought to act urgently to ensure a lawful and orderly transition.



Charles Ouma

DEPUTY SOLICITOR GENERAL

Copy: Hon Attorney General

Hon Minister of Education and Sports

Hon Deputy Attorney General

The Chancellor, Lira University

Solicitor General

The Chairperson, University Council, Lira University

The Chairperson, Appointments Board, Lira University

The University Secretary / Secretary to the Council, Lira University

The Academic Registrar, Secretary to the Senate, Lira University

The Head, Legal Department, Lira University