IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

(LABOUR DIVISION)

AT ARUSHA

REVISION APPLICATION NO. 116 OF 2018

(Originating from CMA/ARS/ARB/210/2015)

NGORONGORO CONSERVATION AREA AUTHORITY.... APPLICANT

Versus

DANIEL OLE MOTI .....RESPONDENT

JUDGMENT

Hearing Concluded....10/08/2020
Judgment delivered... 02/11/2020

GWAE, J

The applicant, Ngorongoro Conservation Area Authority (Authority) was an employer of the respondent, Daniel Ole Moti since 25th August 1995 as a CADET in the accounts department. However on the 21st August 2015 the applicant terminated the respondent's services with him but the respondent duly received the termination letter on the 16th September 2015. The respondent's services were terminated after he was found guilty of the disciplinary offences by the disciplinary committee through its proceeding conducted on the 16th day of July 2015 to 8th August 2015.

The brief background of the dispute between the parties can be gathered from the CMA's records and its as follows; that, the respondent's termination from

his employment was due to the applicant's accusations on gross negligence or and failure to carry out duties, failure to uphold policies and procedures established by the Authority by allowing persons not named in the payment vouchers to collect payments without proper authorization and deliberately misusing the Authority's Funds for personal gain and by acting dishonestly.

The applicant's accusations was not only directed to the respondent but also to other employees who were as well accused of embezzlement, misappropriation of the applicant's fund leading the Minister for Natural Resources and Tourism (ministry) to establish a Special Audit Team (team) composed of six (6) persons in early 2013. The team then accomplished its work, compiled and finally submitted its report to the Permanent Secretary of the Ministry on October 2013. The team's audit report implicated some of the applicant's employees who were subsequently suspended to pave way for a thorough study of the team's report and eventually disciplinary charges were leveled against the respondent and other employees (Elinipenda Mbwambo, Veronica John Ufunguo, Veneranda Baraza and others.

Disciplinary hearings were ultimately conducted by the Board's Disciplinary Committee against those implicated by the said report, the respondent inclusive after the usual Disciplinary Board that is Appointment and Disciplinary Committee (ADC-EK) had withdrawn itself from its duty due to the alleged conflict of interests (E. 16). The outcome of the disciplinary proceedings against the respondent dated

8th August 2015 was no other than termination of his employment. Feeling aggrieved by the termination of his services with the authority, the respondent made a reference of his dispute to the Commission for Mediation and Arbitration for Arusha at Arusha (hereinafter to be referred to as 'CMA') on the 15th October 2015. He prayed for inter alia, unconditional reinstatement and other benefits as per requirement of the law.

However the record reveals that the dispute was successfully mediated on the 15th December 2015 by **Hon. Mourice** who played a role of mediator and the applicant was to pay the respondent a total of Tshs. **45, 420, 077/=**and a cheque to that effect was issue in favour of the applicant. Nevertheless the CMA's record further shows that the matter was arbitrated despite fruitful mediation.

Upon hearing the respondent's complaints, the CMA's arbitrator (**Hon. Anita Kazimoto**) delivered her arbitral award on the 12th October 2018 and it was found that there was a valid reason for the termination of the respondent's employment on the ground that the respondent plainly violated Rule 90 (3) of the Ngorongoro Conservation Area Authority Financial Regulations, 2006 by cashing unauthorized persons that is effecting payments other than those named in the payment vouchers however the learned arbitrator found the employer to have not complied with mandatory procedures, namely; absence of investigation report as provided for under Rule 13 (1) of GN. No. 42 of 2007, the respondent was not

afforded an opportunity of being heard before the Disciplinary Hearing Board since his statement or defence was not recorded and that there was a manipulation of the purported respondent's representative (one Aloyce Qamrish).

Having found as explained herein above, the learned arbitrator eventually issued her verdict by ordering reinstatement of the respondent to his employment without loss of remuneration and payment of thirty seven (37) months' salaries from the date of termination to the date on which the arbitral award was procured basing on the salary increment as of 1st September 2015 and other respondent's claims such as golden handshake as per CBA, gratuity allowance, GIAS, and long service award were ordered to be paid upon formal termination of the respondent's employment. However the respondent's claims on damages was dismissed on the reason that the same were left unproven.

Dissatisfied, the applicant filed this revisional application on 22nd November 2018 by citing provisions of the Employment and Labour Relations Act No. 6 of 2004 and Labour Court Rules, 2007. The applicant's application is supported by an affidavit of **Mr. Odhiambo Kobas**, the learned advocate for the applicant. This application is based on the following grounds;

1. That, the trial arbitrator erred in law and fact in finding that there was no investigation for want of investigation report while there is

ample evidence on record sufficient to prove that the investigation was conducted by the Special Audit Team

2. That, trial arbitrator erred in law and fact in finding that, the respondent herein was not given right to be heard for want of his testimony and testimony of his witnesses, while there is ample evidence on record to prove that he was given the right to be heard.
3. That, the trial arbitrator having found that the respondent's right to be heard was totally comprised or encroached for want of recording of respondent and his witnesses' evidence erred in holding that the respondent was denied the right to be heard
4. That, the trial arbitrator erred in her evaluation of evidence culminating to holding that the hearing form was manipulated, hence procedural unfair
5. That, the trial arbitrator erred in holding that the respondent is entitled to 37 months' salaries based on new salary increase from 1st September 2015 with the respondent was terminated with effect from 21st September 2015 and has not been given a letter of salary increment
6. That, the arbitrator erred in law by ordering reinstatement after she had found that the applicant had valid and justifiable reasons for the termination

7. That, the trial arbitrator erred in law and fact for failure to order reimbursement of funds misappropriated based on fictitious safari while there is ample evidence proving the same
8. That, the trial arbitrator erred in law and fact in failing to analyze and evaluate evidence and thereby arrived at a wrong conclusion of reinstating the respondent

Upon service of a copy of the applicant's application, the respondent filed his counter affidavit resisting this application on the 30th April 2019. He plainly stated that arbitration award was lawful, sound and substantively fair as the same is founded on the evidence produced by the parties during hearing of the dispute before CMA. He went on to state that the Special Audit Report was neither availed to him nor was it produced during the disciplinary hearing or during arbitration by the Commission.

This application was disposed of by way of written submission after the parties had sought and obtained court's leave of doing so. The applicant was represented by advocate **Odhiambo Kobas** as was the case before CMA whereas the respondent was duly represented by **Mr. Method K. Kimomogoro** who however failed to present his written submission as per court schedule due to his sickness as a result advocate **Emmanuel Sood** held his brief with full instruction.

In determining this application, I am going to thoroughly consider the parties' written submissions duly filed in this court while tackling each ground (issue) of the applicant's application for revision.

In the 1st ground, "**that, the trial arbitrator erred in law and fact in finding that there was no investigation for want of investigation report while there is ample evidence on record sufficient to prove that the investigation was conducted by the Special Audit Team".**

According to the applicant's counsel, the applicant had complied with fair procedures stipulated under section 37 (2) (a) and (b) of Employment and Labour Relation, Act No. 6 of 2004 (ELRA**)** and Rule 13 (1) of the Code of Good Practice, Rules, 2007 (the Code) since the investigation was conducted to ascertain whether there are grounds for hearing. He went on stating that the investigation or audit report was conducted though not tendered during disciplinary hearing and arbitration since it contained very confidential report and the evidence to that effect was adduced by applicant's witness one Flora Masami (RW2 or DW2).Hence special circumstances entitling the applicant from not tendering it as envisaged under Rule 13 (11) of the Code. The learned counsel for the applicant referred this court to the decision of this court at Arusha **(Mzuna, J)** in **Ngorongoro Conservation Authority v. Elinipenda Mbwambo**, Labour Revision No. 188 of 2017 (unreported) where it was held and I quote;

"Having gone through the records, I am satisfied that the investigation was rightly carried out before the disciplinary hearing through the evidence of PW1 who testified that the investigation was carried out by Special Audit Team which among other things, also interviewed at the staff whose names were indicated in the payment vouchers which had quarries.....the mere fact that there was failure to tender special audit report during disciplinary hearing or failure to attach the same to the charge sheet was not fatal as long as the charge was served to the respondent before hearing containing all necessary documents and explanations...."

Mr. Sood's response as to the 1st ground is to the effect that, an investigation report or audit report ought to have been produced in order to form basis of the charges against the respondent and that the wording under Rule 13 (1) of the Code coaches to mandatory requiring an employer to conduct investigation and therefore making the audit report to be part of important evidence in support of the applicant's allegations. Thus, to his opinion, it was to be tendered during hearing. He embraced his submission by making a reference to the case of **Tanzania International Terminal Services (TICTS) v. Fulgence Steven Kalikumtima and others,** Labour Revision No. 471 of 21) (unreported) where Nyerere, J stated among other things that;

"The applicant suspended the applicants in order to conduct investigation; however there is no scintilla of evidence to substantiate that applicant conducted actual investigation, therefore indicates that the applicant charged the respondents and finally terminated their

employment before conducting investigation as required in law. Thus I am of the considered view that the arbitrator did consider that there was no investigation which was conducted, this is in the absence of such proof, investigation report, which rendered the whole process illegal".

Before embarking into determining the 1st ground, I must admit that, in labour disputes employers are duty bound to make investigation of any disciplinary misconducts however, to my view not all misconducts require investigation or such investigation reports be produced during hearing be it before a disciplinary hearing board or CMA as some of them depend on the nature of employee's alleged misconducts or circumstances of each case for instance insubordination, use of abusive language, disciplinary offences whose evidence may be direct and easily collected.

Having considered the parties' submissions in respect of the 1st ground and the CMA's record. I am of the considered view that in our dispute the allegations against the respondent were serious namely; fraud, misappropriation of funds and the like really required investigation report/audit report. I have also an observation that, it is not mandatory to avail audit report in certain cases if they are confidential in nature as rightly submitted by the applicant however extracts of the same may be availed to the parties so that those implicated by such reports may be able to know their accusations and ultimately to adequately make their case.

Going through the testimony of the applicant's witness RW2, Flora, there is ample evidence that there was an established team to make an audit though the audit report was not tendered in evidence before the CMA nevertheless it is clear that the respondent was made aware of the same as demonstrated when the RW2 was cross examined

> Qns: who appointed you to do special auditing?
>
> Ans: Minister of Natural Resources and Tourism,
>
> Qns:Do you agree that after accomplishing the task given to you by the Minister you were supposed to give you (sic) finding..
>
> Ans: Yes
>
> Qns: What document did you give him?
>
> Ans: Report of inspection (audit report

(See also the testimony of RW9, **Fredi Sifiheri Mnangi** at page 92 of the typed proceedings)

More so it is amply established by the evidence of DW2-RW2 that there were applicant's employees who were interviewed in connection with the applicant's allegations on misappropriation of the Authority's fund including internal auditor (Mbwambo, Kishenyi etc). It follows therefore there is scintilla of evidence that there was investigation and of the accusations against the respondent and investigation report (audit report was prepared and submitted to the officers responsible). Hence the case of **Tanzania International Terminal Services (**TICTS) (supra) is highly distinguishable from the case at hand and the case of

Ngorongoro Conservation Authority v. Elinipenda (supra) whose facts are similar since the audit report being discussed in the former case and the latter is same. It is for that reason I have no reason to differ with my learned brother Mzuna, J in this ground of the sought revision. The first ground is thus determined in favour of the applicant, employer.

Regarding the 2nd ground which reads, **"that, trial arbitrator erred in law and fact in finding that, the respondent herein was not given right to be heard for want of his testimony and testimony of his witnesses, while there is ample evidence on record to prove that he was given the right to be heard".**

Supporting this ground, Mr. Kobas seriously argued that the respondent was afforded an opportunity of being heard as lucidly depicted in the hearing form (Exhibit K) where his evidence is patently recorded as well as in the respondent's minutes and the respondent's written mitigation.

Cementing on this ground, the learned counsel went on arguing that the respondent was given an opportunity to come with his representative or his fellow employee and that he ultimately opted to be represented by **Aloyce Qamlesh** in the Disciplinary Hearing. He went on stating that there was no manipulation in the hearing form and that such finding is based on the arbitrator's own view. He added that the case relied by the learned arbitrator of **Elia Kasalile and 20 others v,**

Institute of Social Work, Civil Appeal No. 145 of 2016 (unreported) where the Court of Appeal of Tanzania held that the termination of the employees was of no effect following failure by the employer to charge and accord the employee the right of being heard. The arguments of the applicant's counsel in respect of the 2nd ground also disposes of the ground no. 3 and 4 herein above.

Responding to the submission of the applicant's counsel in respect of the 2nd ground as well as 3rd and 4th ground. The respondent's advocate strongly supported the finding of the arbitrator in that the respondent's testimony and that of his witnesses was not recorded except his mitigation which does not constitute a fair hearing during disciplinary hearing in the eyes of the law. He bolstered his stand by urging this court to make a reference to Rule 13 (5) of the Code which requires evidence in support of allegations against an employee to be presented during hearing and proper opportunity be accorded to the employee at the hearing including right to call witnesses if he so requires.

He further stated that there was a violation of a right to be heard, a fundamental right. He added that the reported speech used in the hearing form is not a minor irregularity as wrongly argued by the applicant's advocate as the same cannot enable the court to ascertain what exactly transpired during hearing.

It is trite law that burden of proof in labour disputes generally lies on an employer as rightly envisaged by section 39 of ELRA nevertheless an employee has a certain degree of proof of his complaints . In this case, it was the duty of

the applicant to establish that there was compliance with or non-adherence of termination procedure including but not limited if the respondent was afforded a fair hearing which includes the right to representation, right to call witness and right to cross examine his employer's witness.

I have looked at the hearing form (applicant's exhibit-K) and observed that it is indicated that the said **Aloyce Qamrishi** was considered as respondent's representative and that the respondent duly signed each page (from page1 to 14). Thus the respondent's contention that he was not represented is unfounded. Hence the find that the hearing form was manipulated is not backed by the record or any tangible evidence.

I have however paid an attention to those persons who were considered to have appeared in order to explain the previous situation of the Authority, namely; Benard Murunya, Shaddy and Merisho Nnko purported to have attended the Committee merely to explain the situation of the Authority as it was, I think they were to be subjected to cross examinations by the parties or their representatives and not to barely state that whatever said by those persons was conclusive. ("Murunya) ('RW8-"What Murunya said was take (sic).

Failure to accord the respondent an opportunity to cross examine the said persons who appeared before the Disciplinary Committee amount to miscarriage of justice particularly the right to a fair hearing. I would prefer to a judicial decision

in order to support this finding that is an authority cited by the respondent's counsel namely; **Donai Kilala vs. Mtwara District Council** (1973) LRT 19 where is was correctly held and I quote;

> "As it can be seen, there is nothing mysterious about natural justices, it is just fair play. These rules of wise. The rule of fair play is not entirely of foreign origin. The Baganda have a saying "Do not decide the girl's case until you heard the boys"

See also a judicial jurisprudence in **Abbas Sherally and another v. Abdukl S. H. M. Fazaiboy**, Civil Application No. 33 of 2002 (unreported-CAT)

As earlier noted, in the 1st ground, that there was an audit report but the same was not availed to the respondent nor was an extract of the same given to the respondent despite the fact that he repeatedly requested the same (See the respondent letter dated 25th May 2015- "'You did not supply me with documents that I requested in my letter") The records reveal that he was not availed with any extract of the audit report

(RW8 Qns: "If he had requested would you give him? Ans: Yes some parts"). I am of the considered view that despite the seriousness and confidentiality the report might have contained, yet the respondent would have been availed with an extract of the audit report.

Similarly, carefully looking at the evidence, both oral and documentary ones adduced by the parties and on the record of the Commission, It is doubtful if the respondent followed other necessary procedures relating to a fair termination. I say so for the following reasons;

Firstly, initially the respondent was not given sufficient time as notice of hearing of disciplinary hearing scheduled on 27th April 2015 and dated 23rd April 2015 was received by the respondent on 26th April 2015. This is in contravention of Rule 13 (3) of the Code which requires a least an employee to have 48 hours within which he can get prepared for a disciplinary hearing. It is therefore apparent on the face of the record that there are procedural irregularities as the respondent has flouted to comply with the requirements of the law as discussed above.

Secondly, a notice to attend disciplinary hearing (**E.19**) issued by the Disciplinary Committee on the 8th July 2015 informing the respondent that the hearing would be on the 16th July 2015 was not vividly signed by the respondent so that to be an indication of acknowledgement of receipt of the notice (**E. 22).** This omission justifies the respondent's complaints that he was not afforded sufficient opportunity to make his defence taking into account of the nature of the charge leveled against him (38 counts) and taking into account his defence was in writing only as observed through his defence and oral testimony of RW6 at page 100

"Qns How did he give evidence? Ans: by way of written..."

Thirdly, since the respondent's defence was lucidly made in writing as featured in the testimony of RW8 above and exhibit "**K**" as well as the respondent's written defence dated 8th April 2015 followed by that of 26th June 2015 to the amended charges. I am of a thinking that the amended charge against the respondent after his filing of the defence is also tantamount to curing defect or re-opening a case afresh after closure of evidence by both sides since the respondent had already filed his defence vide his written stamen of defence dated 8th April 2015 which was in writing. The applicant's act of amending the charge after the respondent's defence in writing had been filed, to my view, amounted to injustice on the part of the respondent as rightly complained in the respondent's subsequent defence. The decision of the CMA in the 2nd 3rd and 4th ground is therefore revised and upheld to the above extent.

Now coming to the determination of **5th** ground, to wit; **that, the trial arbitrator erred in holding that the respondent is entitled to 37 months' salaries based on new salary increase from 1st September 2015 with the respondent was terminated with effect from 21st September 2015 and has not been given a letter of salary increment.**

It is the submission of the applicant's counsel that it was wrong for the arbitrator to order that the respondent to be paid 37 months' salary compensation

from the date of termination to the date of procurement of the impugned award after she had found that there was a valid reason for termination. He further argued that it was wrong to order that the basis of payment of compensation is on the new salary while no salary increment in favour of the respondent that was proved during arbitration.

Whereas the respondent's counsel only argued or responded to the issue of salary increment by stating that the salary increment was effected to all employee of the Authority vide the letter from the Treasury Registrar addressed to the applicant prior to the respondent's receipt of the letter of termination dated 16th September 2015.

According to the finding of the arbitrator that, there was valid reason for the termination which I also accordingly uphold since the respondent has admitted of effecting payments without authorization from those named in the PVs as depicted in the typed proceedings from page 126 to 127). Hence in contravention of the Governing Financial Regulations. That being the position, I think it was not proper for the arbitrator to order reinstatement in the situation where the termination in question is found to be substantively fair except in terms of procedural aspect as indicated herein when determining 2nd, 3rd and 4th ground.

Therefore, to my considered opinion, the awardable remedy when there are clear or plain reasons for the termination of employment, exercisable by arbitrators

is not to order reinstatement pursuant to section 40 (1) (a) of ELRA unless the reason is not clear and procedure law are found to have been violated as rightly complained by the applicant's counsel and impliedly conceded by the respondent's counsel since he had not reacted to such argument by his fellow advocate. It follows therefore, the respondent could not be entitled to reinstatement since he was terminated for valid reasons.

In the 2nd aspect as to the basis of payment of compensation, usually, whenever an employee is entitled to compensation, the basis of computation is his salary which he was earning immediately before his termination and not salaries earned by his co-workers of the same rank at the time of delivery of the CMA award. Salary increment vide the letter directed to the Authority, to my view, has no legal basis since it was a mere letter from the respondent complaining among other things as why the applicant paid him his terminal benefits on the basis of monthly salary of Tshs. 2, 422,486/= instead of Tshs. 3,900,486/= nor was there any other piece of evidence to justify an order as to payment of compensation in the basis of salary of Tshs. 3,900,486/= deemed by the respondent proper and fit to be used in the computation for the respondent's ordered compensation.

If I were to look at the letter dated 1st September 2015 from Treasury Registrar concerning the salary increment in favor of the applicant's employees, which is not the case here since the same was not annexed or tendered by the

respondent except that the same is seen in the case of his co-employee, Veronica vide Dispute No. 206 of 2015. Nevertheless the Ministry's letter regarding salary increase was with effect from 1st day of September 2015 which could not cover the respondent since his termination was with effect from 21st day of August 2015.

More so salary increment is not automatically payable for an employee who was under suspension and who has been terminated when salary increase is issued in favour of other employees who are still in service. The applicant was suspended since 4th November 2014 and was officially terminated from his services from 21st day of August 2015. The respondent's assertion that he received termination letter on 16th September 2015, thus the date of termination is on the 16th September instead of 21st August 2015 is legally founded. I say so simply because the date of termination could not operate retrospectively if he would have received the termination letter prior to 21st August 2015 for instance on 31st August 2015 while the termination letter clearly stated that the termination would be with effect from 21st August 2015.

Regarding the applicant's 6th complaint, "**that, the arbitrator erred in law by ordering reinstatement after she had found that the applicant had valid and justifiable reasons for the termination**".

Having considered the parties' rival arguments, I should not be curtailed in answering this ground, this ground is not devoid of merit as explained in the 5th

ground herein above. An order of reinstatement, to my considered view, must be exercisable pertaining to absence of reason for termination and non- adherence to the termination procedure and of course a need of ascertainment if, in the circumstances of each, there is any possibility of maintenance of harmonious labour relations between the parties in the work place as opposed to re-engagement or compensation.

In the circumstances of this dispute, the arbitrator is found to have not judicially exercised her discretion provided for under section 40 (1) of the ELRA. The respondent's advocate is found seriously contending that there was no reason for termination due to the reason that the respondent could not initiate payment or make approval of certain payment and that the audit report was not tendered. I find the respondent's assertions are unfounded since he did not exhibit his grievances as to the finding by the learned arbitrator that, there was reason for termination pursuant to section 37 (1) (a) of the ELRA. Thus argument by the respondent's advocate at this juncture that there was no reason for termination of the respondent's services with the applicant are without an application for revision like a cross appeal nothing but an afterthought.

As to the ground 7, **"that, the trial arbitrator erred in law and fact for failure to order reimbursement of funds misappropriated based on fictitious safari while there is ample evidence proving the same".**

Examining the hearing form especially the so called NB which speaks for itself ("Former conservator **Mr. Benard** Murunya. Former Director of Finance and Administration, **Mr. Shaddy Kyambile** and Former Board member of and CMM Regional Chairman M**r. Yona Nnko**.....They only explained how, in general things were done in NCCA when money was being requested by the party), the parties' written submission, the respondent and his colleagues' letter to the Authority dated 28TH July 2015 titled "MASHTAKA DHIDI YETU", I am of the view that, it is not very clear to certainly understand at to whose interests the authority money had been spent or squandered. Was it for various social activities? Or was it for the ruling party or any authorized activities? It is not clear? In the circumstances the sought an order of reimbursement of money by deducting the respondent's terminal benefits is not justifiable.

In such situation, it is unsafe to justly and fairly to order refund of the money since it was necessary to sufficiently prove if the money was for the respondent's personal use. Failure to adhere to stipulated financial procedures on the part of the respondent do not, in my view, justify an order for reimbursement of the allegedly misappropriated fund by himself since we are not told if the respondent was initiator and if he was in position to approve such payments except that he was a cashier who cashed authority's fund to unauthorized /unknown staff for the

said facilitation of a Political Party or any other social activities not budged for. This ground therefore lacks merit, it is dismissed in its entirety.

Finally, regarding ground 8 which reads; "**that, the trial arbitrator erred in law and fact in failing to analyze and evaluate evidence and thereby arrived at a wrong conclusion of reinstating the respondent".**

It is trite law that a court of law or quasi-judicial body before it reaches its conclusion on a certain contentious issue that court must objectively asses or analyze evidence adduced before. And the analysis of such evidence must be in its totality and not into pieces. As demonstrated herein above, I have endeavored to step into the shoes of the learned arbitrator by looking at the evidence adduced before it and on records. It is due to re-evaluation of both oral and documentary evidence that led me to conveniently hold that the respondent was terminated for valid reason however there was an accumulation of violations of termination procedure on the part of the applicant as indicated when determining the 2nd, 3rd and 4th grounds for the sought revision. And basis for computation is reflected in the exhibit "N" (Madai ya Kuachishwa Kazi) dated 14th December 2015 which is the applicant's letter and applicant's letter addressed to the Authority produced and tendered as exhibit **A7.** Both parties' letters indicate that the respondent was being paid Tshs. **2, 422, 486**/-= as his monthly salary before his termination of services.

Consequently the applicant's application is partly granted and the CMA's award is revised and set aside to the above extent. The respondent is now entitled to compensation of **twenty (20)** months' salaries. Basis for computation is salary earned by the respondent immediately before termination that is Tshs. **2,422, 486/=**x 20=, **44, 849,720**/=, his terminal benefits and certificate of service. No order as to costs of this application is made due to the obvious reason that the matter is a labour dispute where costs are awardable at rare and exceptional reasons.

It is so ordered.

M. R. Gwae
Judge
02/11/2020

Court: Right of appeal to the Court of Appeal of Tanzania is open and fully explained for any aggrieved party.

M. R. Gwae
Judge
02/11/2020