

**IN THE HIGH COURT OF UNITED REPUBLIC OF TANZANIA
IN THE DISTRICT REGISTRY OF MUSOMA
AT MUSOMA**

REVISION APPLICATION NO. 06 OF 2019

**RAMADHANI MSIRU.....APPLICANT
VERSUS
MAJENGO GOLD LTD..... RESPONDENT**

RULING

13th & 27th March , 2020

Kahyoza, J.

RAMADHANI, the applicant alleged that he was employed the respondent as watchman. Ramadhani told the Commission for Mediation and Arbitration (the CMA) that the respondent employed him on the 8th August, 2015. He deposed that his monthly salary was Tzs. 300,000/=. On the date which was not specified the applicant alleged that the respondent terminated his service. On the 11/5/2018 the applicant instituted a labour dispute praying for payment of 48 months' compensation, certificate of services, severance payment, leave accrued and notice of termination.

The CMA found in favour of the applicant that he was employed by the respondent and that he was paid on daily basis. The respondent did call any witness. It simply stated in its reply that the applicant was not employed on permanent bases he was engaged whenever there were duties to perform. The applicant was awarded Tzs. 42, 857.14/= being payment for four days.

The applicant prays to this Court to nullify the award of the CMA and order the respondent to pay him Tzs. 15,225,000/= being-

1. Tzs. 300,000/= in lieu of a notice;
2. Tzs. 300,000/= Leave pay for the year 2018;
3. Tzs. 225,000/= severance pay;
4. Tzs. 14,400,000/= being payment of 48 months compensation for unfair termination.

The revision was heard in the absence of the respondent. The applicant told the Court that he worked for the respondent diligently and upon his termination he was not paid his terminal benefits. The applicant did not tell this Court why the decision of the CMA ought to be revised.

I went through the proceedings and found that the applicant was the only witness who testified before the CMA that he was employed by the respondent. He had neither a contract nor proof that he was being paid salary. He was also unable to call a witness who was once employed by the respondent to prove that he was so employed. The applicant testified that after he witnessed the respondent terminating employees unfairly, he demanded to be given a written contract. It was that demand for a written contract that made the respondent to terminate his employment.

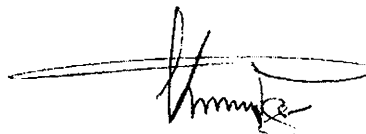
Given the evidence on record, I am compelled to find out if there was evidence to establish that the applicant was employed by the respondent. After carefully reading the evidence and the award, I was not convinced that the applicant was employed by the respondent for unspecified period. It could be that the respondent was so shrewd that she left no footprints behind for anyone to establish that the applicant was her employee. Had that been the case, as stated above, the applicant would have summoned any respondent's former employee to support his contention. In the absence of such evidence I am persuaded by the respondent's evidence that the applicant was employed on ad hoc bases. Thus, I am of the view that the applicant was engaged by the respondent when the latter had work to be performed. I find no evidence to establish the contrary.

Having found that applicant was not employed for unspecified term of contract, he was not entitled to the claimed reliefs. The applicant was employed for a specific task and his employment came to an end with the completion of that task. Given the fact that, the applicant deposed that his employment was terminated after he had worked for four days of the month of August, 2018, I find no reason to interfere with the finds of the Commission for Mediation and Arbitration.

In the upshot, I dismiss the appeal, and set aside the award of the Commission for Mediation and Arbitration to the extent shown above.

It is ordered accordingly.

It is ordered accordingly.

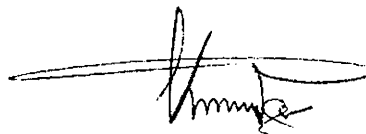
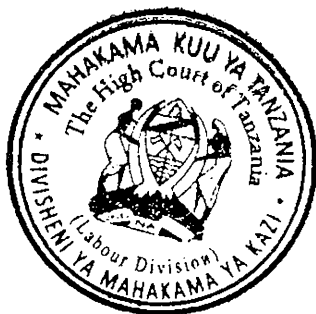


J. R. Kahyoza

JUDGE

27/3/2020

Court: Ruling delivered in the presence of the applicant and in the absence of the respondent. Right of appeal after lodging a notice of appeal within 30 days explained. B/C Mr. Charles present.



J. R. Kahyoza

JUDGE

27/3/2020