

**IN THE HIGH COURT OF TANZANIA
IN THE DISTRICT REGISTRY
AT MWANZA**

LABOUR REVISION NO. 77 OF 2020

(Originating from CMA/MZ/NYAM/127/2020/75/2020)

**G4S SECURE SOLUTIONS (T) LTD APPLICANT
VERSUS
JAPHET MANUMBU RESPONDENT**

RULING

2nd & 10th February, 2021

RUMANYIKA, J.:

The application for revision, and this is its historical background, it is against award of shs. 23,104,769/= of the Commission for Mediation and Arbitration for Mwanza (the CMA) dated 26/08/2020. Against G4S Secure Solutions (T) Ltd (the applicant) the CMA having had held that the contract of service between Japhet Manumbu (the respondent) and the applicant was unfairly terminated on 20/03/2020. Messrs Moses Kiondo and Ulisaja Kabisa learned counsel appeared for the Applicant and Respondent respectively.

Essentially having adopted contents of the supporting affidavit, Mr.Moses Kiondo learned counsel submitted; (1) that as there was

between them no renewable, but a year fixed term contract which only ran from 17/04/2018 up to 16/04/2019 (clause 1), and Rule 4(2) of the Employment and Labour Relations Act-Code of good practice, GN No. 42 of 2007 the contract automatically had expired since (case of **National Oil Ltd V. Jafarry Doto Msensemi and 3 Others**, Labour Division Case No. 558 of 2016, DSM (unreported), the order for compensation given it was therefore unfounded that had the Arbitrator assessed the evidence properly he would have reached at a different conclusion.

Having adopted contents of the counter affidavit and it was on record that evident, Mr. U. Kabisa learned counsel submitted that even on expiry of the first year the respondent continued working undisturbed also paid until 20/03/2020 which extension therefore suggested automatic renewal of the contract, therein between together with some co-employees the respondent having had been suspected criminals but eventually he was cleared by police and set free but, whereas only his fellows were reinstated, he was on 20/03/2020 terminated. Counsel further submitted that under the circumstances the respondent had reasonable expectations also to have his contract renewed. We pray that the devoid of merits application be dismissed. Mr .Kabisa wound up his submissions.

The central issue is whether on expiry of one year on 16/04/2019 the respondent's contract was automatically terminated. At least it is not disputed; **(1)** that from its inception there was, between them one year fixed term contract **(2)** automatically the contract of service may have got to its end even without a formal notice for renewal or termination yes, but impliedly though, the respondent was further welcomed such that he continued working and he was say for one more year paid untill on 20/03/2020 when he received a letter of termination what a speculative right! Unlike in the case of **National Oil Ltd** (supra) where, just on expiry of the agreed year of service the respondents' contract was terminated (even without impliedly or expressly a single day having been added) the case cited is therefore distinguishable leave alone only its persuasive nature. It is for the foregoing reasons therefore that I would part company with my sister A.C. Nyerere, J (as she then was). I would therefore agree with Mr. Kabisa learned counsel that by so doing the applicant had given reasonable expectations to the respondent hence quietly they renewed the contract. The issue of fixed contract therefore it never ever existed beyond 16/04/2019.

Without prejudice to the foregoing reasons just like it had happened to the respondents' fellows with who were charged by police but end of the day cleared and reinstated by the applicant that one demonstrated kind of segregation! Moreover, it needed no over emphasis that once a fixed term contract had expired it defeated both logic and common sense that the employer issued one a notice of termination much as, unless it was no longer a fixed and un renewable term of contract, according to law the notice was uncalled it is trite law.

Having gone very carefully through records and copy of the letter titled notice of non contract renewal cum a letter of termination, and having said all, frankly speaking I did not see any ground for termination having been stated by the applicant leave alone good cause and procedure. It goes without more words therefore that the respondent was unfairly terminated. I shall have no basis upon which to reverse the decision, award and order(s) of the CMA. The devoid of merits application is dismissed. It is so ordered.

Right of revision explained.


S. M. RUMANYIKA
JUDGE

06/02/2021

The ruling is delivered under my hand and seal of the court in chambers this 26/02/2021 in the absence of the parties.




S. M. RUMANYIKA
JUDGE

26/02/2021