IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

(LABOUR DIVISION)

AT MUSOMA

CONSOLIDATED LABOUR REVISION APPLICATION NO 16 & 17 OF 2018

(Revision against an award by the Commission for Mediation and Arbitration at Musoma in dispute number CMA/MUS/144/2017)

ISSACK SULTAN ..... APPLICANT

VERSUS

NORTH MARA GOLD MINES LIMITED..... RESPONDENT

JUDGMENT

30th May& 3rd June, 2022

F. H. Mahimbali, J,:

This consolidated Labour Revision judgment is the result of the retrial order by the Court of Appeal issued on 16th December, 2021. The parties as per court record, at different times in late July 2018, filed to this Court Labour Revisions No. 17 of 2018, and No. 16 of 2018 respectively. Both applications were assigned to one High Court Judge, Hon Z.N. Galeba (as he then was), they had one common interest that the decision of the CMA be set aside but each with diverse opinions on the real outcome as per reasons behind the challenging the award and

also the remedies that this Court to grant upon revision. This aspect of relief is the subject of this revision. Will reverted back later.

Upon hearing the consolidated revision application, this Court (Galeba, J as he then was), dismissed the Respondent's revision application No. 16 of 2018 with costs. On the other hand, he allowed Revision application No. 17 of 2018 and enhanced the compensation equivalent to his 90 month's salaries at the rate of the applicant's salary for the month of July 2018.

Aggrieved by that decision, the respondent successfully challenged by way of appeal against the award of the High Court to the Court of Appeal; where it nullified and set aside the judgment of the High Court on account that the High Court Judge raised and determined two new issues without hearing parties. It then ordered retrial of the consolidated revisions No. 16 and 17 of 2018 with expedition. Thus, this current revision proceeding.

The brief facts of the case can be put this way. The applicant in this matter was employed by the respondent in the position of Environmental Coordinator from March, 2013 to July, 2017 when his employment was terminated, and the two then fell out. The applicant

had also leadership position in the trade union known as National Union for Mines and Energy Workers Tanzania (NUMET). On 26th July 2017, the applicant's employment was terminated following charges of dishonesty and breach of code of conduct where then disciplinary hearing was conducted and eventually convicted him. He was dissatisfied with that decision. He referred the matter to the Commission of Mediation and Arbitration (CMA), raising two issues, namely;

1. *Whether the reason for termination was valid*
2. *Whether the appellant followed the requisite procedure in terminating the respondent's employment.*

The CMA, upon hearing the dispute, partly granted the application by ordering the respondent to pay the applicant an amount of money equivalent to 48 months salaries following an alleged unfair termination that had been imposed by the respondent upon the applicant on 31st July 2017.

Both parties were aggrieved by that award. Whereas the applicant was of the view that he was entitled to an amount of money equivalent to 96 months salaries as he had prayed for in the application without any deductions, the respondent was of the view that the applicant was

not entitled to such award, alleging that his termination being fair and it was justified in the circumstances and the same ought to have been confirmed.

Anything that happens must have a reason. The same can however be either reasonable or unreasonable in the eyes of the law, depending on the circumstances leading to the interpretation or facts gathered and evidence gathered. As to why the applicant was terminated on grounds of dishonesty and breach of code of conduct followed by the disciplinary hearing which was conducted and eventually convicted him is because of the alleged sabotage against the respondent company, his employer. It is said that he was corrupted by one catering company which was in need of catering services tender with the respondent's company. Thus, the then existing catering company by name of AKO had to be sabotaged for the new catering services company (NICE) to get chance.

In connection to that sabotage, there is no dispute that on 6th December, 2016, the respondent issued a memo (exhibit D12) and signed it as Chairman of NUMET – North Mara Gold Mine Ltd, worded as follows: -

AGIZO KWA WAFANYAKAZI.

KUFUATIA MAMLAKA YA CHAKULA NA MADAWA (TFDA) KUTOA KATAZO LA GHALA LA NYAMA NA SAMAKI LA KAMPUNI YA AKO MKOANI DAR ES SALAAM.

NUMET INAWAAGIZA WALAJI WOTE WAACHE KULA VYAKULA/BIDHAA ZA NYAMA NA SAMAKI ZA AKO KUANZIA LEO TAREHE 06 NOVEMBER,(SIC) 2016, MPAKA HAPO MTAKAPOTANGAZIWA NA UONGOZI WA NUMET.

UONGOZI WA NUMET UNASIKITIKA KUONA MWAJIRI AKIENDELEA KURUHUSU AKO KUWALISHA WAFANYAKAZI BIDHAA ZA NYAMA NA SAMAKI NA KUKAA KIMYA BILA HATA KUJADILI HILI SUALA NA UONGOZI WA NUMET.

SHERIA IMEIPA MAMLAKA YA KUJADILI MKATABA INAYOATHIRI MASLAHI YA AFYA NA UHAI WETU WAFANYAKAZI KWA UJUMLA (WELFARE).

Signed

It is alleged that the issuance of this note was behind bribery by nice catering to the applicant against AKO Company.

The genesis of the whole memo then against the applicant is alleged to have originated from this issued saga as it displeased the respondent employer and caused unconducive environment at the place of work. This then probed the respondent to conduct an investigation

against the issuance of the said memo. The investigation done led to the suspension of the applicant from the employment on 22 March 2017 pending hearing of the disciplinary proceeding by a letter which was admitted as exhibit D.1 at CMA proceeding. The suspension letter was followed with the notice of hearing of the disciplinary hearing (D.2 exhibit). The hearing was scheduled to be conducted on 4th April 2017 at 14.00hrs. Thereafter, the charge sheet was availed to him containing three counts. The same is reproduced as hereunder: -

charge sheet

Name of accused; *Isaac Sultan*

Occupation; Environmental Coordinator

Department; **HSE**

ID NO. 28409

COUNT 1

Dishonest, theft and fraud; Offering or taking bribe contrary to Rule 3.8 of ACACIA Disciplinary Code.

PARTCULARS OF BREACH

That in different Occasions in the month of December 2016 and January 2017 you have demand (sic) and receive (sic) TZS 20M from George King in cash and 10<M deposited by Mwita Bhoke to your account as a payment from Nice Company for you and your fellow Union leaders to cause unrest situation at mine site and make a move to remove AKO catering from providing service to North Mara Gold Mine Ltd".

COUNT 2

Breach of Code of Conduct, corruption, bribery;-corruption through misuse of entrusted power for private gain contrary to Rule 1.6.1. of the ACACIA Disciplinary Code.

PARTICULARS OF BREACH

That in different occasions in the month of December 2016 and January 2017 you have demand (sic) and receive (sic) TZS 10M, 201M from George King in cash and 10<M deposited by Mwita Bhoke to your account as a payment from Nice Company for you and your fellow Union leaders to cause unrest situation at mine site and make a move to remove AKO catering from providing service to North Gold Mine Ltd."

COUNT 3

Breach of code of conduct corruption and bribery; corruption through misuse of entrusted power for private gain contrary to Rule 1.6.1. of the ACACIA Disciplinary Code.

PARTICULARS OF BREACH

That in January 2017 your have demanded TZS 50M (50% OF TZS 100M) from George King as a payment from Nice Catering Service Company for you and your fellow Union leaders to make a move to remove AKO catering from providing service to North Mara Mine Ltd and to facilitate tender process for Nice Catering Service Company.

COMPLAINANT;

Name; Ruben Esikia

Employment No 21790

Occupation; HSE Manager

Department; HSE

Complainant Signature and dated Sgd 22/3/17

Transgressor Signature and date; Sgd 23/03/17

HR/IR Signature and Date: Sgd 23/3/2017

The scheduled hearing of the charge was then done on 6th May, 2017. Despite the fact that the said **George King** and **Mwita Bhoke**

featuring as key or important witnesses in proving the said allegations laid against, did not testify before the said disciplinary hearing that they actually corrupted the applicant or were solicited to corrupt the applicant. That notwithstanding, the consequences of the Disciplinary Hearing ended in convicting the applicant on two counts of dishonest, theft, and fraud that he committed the alleged misconducts and the imposed sentence was termination.

Dissatisfied with the said verdict of the Disciplinary Hearing, the applicant preferred an appeal pursuant to the respondent's internal rules. The ground of appeal was that the respondent should call the two witnesses (GEORGE KING and MWITA BHOKE) who participated in the said corruption. On the scheduled dates for hearing the appeal, the said witnesses could not appear. Eventually, the appeal was dismissed and the Appeal Chairperson confirmed the termination on the grounds that the respondent (ACACIA) had no authority to force witnesses to come and affirm allegations of corruption, bribery and fraud because they were not employees of ACACIA. That was on 26th July, 2017. Then followed with an official termination letter of the applicant's employment (D.6 Exhibit).

Aggrieved by that verdict, the applicant challenged his termination in the CMA being unfair and unprocedural and he prayed compensation of an amount equivalent to 96 months' salaries for reasons that he was unfairly terminated.

After the hearing the parties in respect of this labour dispute, the CMA was satisfied that as per basis of the evidence in record, the applicant's termination was unfair and it awarded him 48 months' salary payment in compensating the applicant instead of the 96 months' salary payment prayed in the CMA – Form 1.

The CMA's decision aggrieved both parties. As a result, each party filed Labour Revision to this Court. Whereas the applicant filed Labour Revision No. 17 of 2018, the Respondent filed Labour Revision No. 16 of 2018. Whereas the applicant was interested with the enhancement of the award to 96 months salaries as prayed in CMA – Form No.1, the respondent prayed that this Court be pleased to set aside the CMA's award and retain that the applicant's termination was lawful in the circumstances of the case. In brief, these are the pertinent issues this Court is invited to address.

In the first attempt, upon hearing the consolidated revision application, this Court (Galeba, J as he then was), dismissed the Respondent's revision application No. 16 of 2018 with costs. On the other hand, he allowed Revision application No. 17 of 2018 and enhanced the compensation equivalent to his 90 month's salaries at the rate of the applicant's salary for the month of July 2018.

The respondent successfully challenged by way of appeal against the award of the High Court to the Court of Appeal; where then it nullified and set aside the judgment of the High Court on account that the High Court Judge raised and determined two new issues (grounds) without hearing parties. It then ordered retrial of the consolidated revisions No. 16 and 17 of 2018 with expedition. Thus, this current revision proceeding.

Following the retrial order by the Court of Appeal as hinted above, considering the outcome of the earlier preferred appeal before the Court of Appeal against the decision of this Court (Galeba, J as he then was), I summoned the parties to appear before me on 15th February 2022 after the matter was re- assigned to me. Mr. Alhaji Majogoro and Mr. Faustine Malongo both learned advocates represented the parties respectively. They prayed that given the nature of the matter, the hearing be done by

way of written submissions to enable them organise well their arguments, which prayer was granted and both learned counsel dully complied with the scheduling order. I first maintained the consolidation order pursuant to rule 47(1) of the **Labour Court Rules**. For clarity; the proceedings will be recorded in Labour Revision no. 17 of 2018 to maintain the title of parties. However, the respective orders will be issued corresponding the respective Labour Revision case.

In support of his revision, Mr, Alhaji Majogoro persuading this court on the proper interpretation of section 40 (3) of the Act on compensation to unfair termination, he prayed that as per circumstances of this case, an amount of 96 months' salary compensation will serve a good purpose. He also cited two case laws which enhanced the compensation of unfair termination corresponding either nearly or equivalent to what was prayed in CMA Form No.1. He prayed that this Court to enhance the compensation considering the nature of unlawful termination of this case involving a person who was also a leader of trade union in the working place.

In reply, Mr. Malongo countered the claims by Mr. Isack Sultan as submitted by Mr. Alhaji Majogoro as being baseless. He submitted, that it is baseless because the averment that the applicant was intentionally

terminated to weaken the affairs of the union at work place is unestablished. Otherwise, the applicant was supposed to file a tortious claim pursuant to section 14 (1) of the Labour Institution Act, 2004 read together with section (1) of the ELRA, 2004.

He insisted that unless there were tortious claims, the payment of compensation due to unlawful or unfair termination cannot be equated to safeguard employee's tarnished image/reputation. As the issue of the applicant's image or that of the applicant's trade union had been tarnished, he submitted that, that was not the issue at the CMA. The award of 48 months' compensation was not based on the tarnished reputation of the applicant neither of his trade union but rather on the unfairness and unlawfulness termination.

In support of his application, he submitted that the issue for consideration is whether the respondent's termination was justified. He submitted that according to exhibit D4 (charge sheet), the charge against the Applicant was dishonest, corruption, bribery. These trio offences, he argued that they were proved through 2nd and 3rd respondent's witnesses. Relying on the testimony of one **Reuben Ngusaru** (page 8 of the CMA's proceedings), the applicant received bribe from NIC (sic), the company which deals with food like AKO. On

cross–examination, that witness was not interrogated on that aspect to challenge that piece of important evidence.

By failing to challenge, suggests truth of the said evidence. He drew support on this basing on the principle in **Hatari Masharubu @ Babu Ayubu vs The Republic,** Court of Appeal at Mwanza, Criminal Appeal No 590 of 2017. See also **Anna Moises Chisano vs The Republic,** Court of Appeal of Tanzania at Dar es Salaam, Criminal Appeal No 273 of 2019. Similarly, was the testimony of **Meiseyeki Msangi** who testified that the applicant was approached by Nice catering to help it to secure a tender by sabotaging another company known as AKO. That this evidence was equally not challenged.

Thus, the termination of the applicant was fair and lawful as per law.

Whether the award of 48 months for unfair termination was proper in the circumstances of this case, Mr. Malongo disputed that as per circumstances of this case, the termination was fair and lawful. Otherwise, he submitted that the appropriate award ought not to have been beyond 12 month's salaries after the CMA had established the applicant's termination was lawful.

In his further submission, Mr. Malongo clarified that, in consideration of rule 32 (5) (a) – (f) of the Labour Institutions (Mediation and Arbitration Gudelines), Rules 2007 provides for the factors to be considered in awarding damages, the factors are (a) any prescribed minimum or maximum compensation (b)the extent to which termination was unfair (c) the consequences of unfair termination for parties, including the extent to which the employee was able to secure alternative work or employment (d) the amount of the employees' remuneration (e) the amount of compensation granted in previous similar cases (f) the parties' conduct during the proceedings and any other relevant factors.

On these considered factors, the respondent's counsel is of the view that should this court also find that the termination was unfair, he prays that the award of 48 months' salaries be revised and instead the respondent be awarded 12 months salaries. He could not clarify as to how 12 months' salary compensation could suit the current case situation basing on the factors of consideration.

In his rejoinder submission in support of the appeal, Mr. Majogoro insisted that so long as the CMA ruled that termination was unfair and unlawful and basing on the finding that "*Kitendo cha kumwachisha kazi*

mlalamikaji bila kuwa na ushahidi wa kuthibitisha tuhuma zake ni kutengeneza hofu isiyo na tija kwa wafanyakazi wanaobaki kazini na hasa ukizingatia kwamba mlalamikaji alikuwa kiongozi wa chama", The award as per CMA form number 1 was justified (see **Lucy Mandala vs Tanzania Cigarette Company Ltd**, Revision No 185 of 2020, High Court Labour at Dar es Salaam at page 37). Thus, by virtue of section 40 (1) (c) of the ELRA, Act No 06 of 2004, the award of 96 months' compensation is lawful.

In countering the respondent's submission in support of his cross revision, Mr. Majogoro argued that so long as the testimonies of the respondent's witnesses in support of the applicant's termination was based on hearsay evidence, the same is not actionable evidence it being hearsay. On that stance, the cited authorities (the case of **Hatari Masharubu and Anna Moises Chisano cited)** are not applicable, he pondered.

He concluded by making insistence on what was decided by this court (Sumari and Abond JJ) in the cases of **Branch Director of CRDB Bank vs Titoh Kware and Veneranda Maro and another vs Arusha International Conference Centre (Supra).**

In his rejoinder submission in support of the respondent's revision, Mr. Malongo, learned counsel for the respondent reiterated his submission in chief that so long as the respondent's witnesses on the alleged corruption, dishonesty and bribery charges were not cross examined, on the issues of corruption alleged, then the issue of hearsay ought equally to be cross-examined. Non-cross examination to that amount to acceptance. Thus, it is unchallenged at appeal.

Regarding the quantum of damages awarded to be revised to 12 months, if this court finds the termination unlawful and unfair, he submitted that the circumstances of those cited cases are distinguishable to the case at hand. He thus urged this court not to take that as good precedent as each case needs to be considered in its own merits and facts.

I have passionately gone through the CMA's records and the parties' submissions, in respect of the Revision Applications before this Court. The vital question to ask is whether the consolidated revisions are merited.

The first issue for consideration is whether termination is lawful. The applicant insists that it is unfair whereas the respondent maintains

his earlier stand as per findings of the disciplinary hearing committee that the termination was fair. To answer this properly needs to go through the appropriate records and asses if there was any evidence and the same was sufficient to maintain the findings or otherwise.

A careful reading of the alleged charges preferred against the applicant, it is obvious that the applicant was charged with a total of five offences, namely; Corruption, bribery, theft, fraud and dishonest though all were compounded into three main offences. The allegation has been this that the applicant had received money bribe from the NICE Catering Services so as to get favour in a tender process against AKO who was by then the providing catering services at the Respondent's Company for her employees' food services. The ones who corrupted the applicant according to the charge sheet are two: GEORGE KING and MWITA BHOKE. This story is repeated by the respondent's witnesses at the CMA's proceedings. The CMA's arbitrator upon assessing the available evidence as supplied by three respondent's witnesses turned it down reasoning that as there was no proof that the said applicant was involved in tender board for awarding the said tender to AKO or the one to replace AKO, and that there was neither evidence from the said GEORGE KING and MWITA BHOKE that they corrupted the applicant,

she wondered how the said charge on corruption could be established against the applicant. The duo corrupting persons, neither testified at the Disciplinary Hearing nor at the CMA, how then could the charges stand against the applicant.

I agree that corruption are serious offences in the country. In Tanzania there is a Bureau legally established for preventing and combating corruption. At least, the alleged crimes could also have been reported there to aid the investigation process of the serious allegation. All in the absence of proof of the said charges, the findings of the Disciplinary Hearing is likely to be faulted as rightly done by the CMA.

The argument by Mr. Malongo that the charges were duly proved is wanting. He mainly bases his argument on the premise that, so long as the respondent's witnesses on the alleged corruption, dishonesty and bribery charges were not cross examined on the issues of corruption alleged, then the issue of hearsay ought equally to be cross-examined. Non-cross examination to that amounts to acceptance. Thus, it is unchallenged at appeal. This poses a question then what is evidence. The Tanzania Evidence Act, Cap 6 R.E 2019 at section 3 defines "evidence" as :

> "*The means by which an alleged matter of fact,* ***the truth of which if submitted to investigation, is proved or disproved****; and without prejudice to the preceding generality, includes statements and admissions by accused persons"* [emphasis added].

This definition, suggests that a given fact can be either true or not. For it to be true it has to be subjected to investigation. Evidence from that process then can either prove or disapprove the alleged fact. How then are the said facts put into investigation proved, the law is, all facts, except the contents of documents, may be proved by oral evidence (s.61 of TEA). Furthermore, the law restricts that evidence in any case whatever, must be direct (s.62 of TEA). This then is regardless of the fact that the said evidence is questioned or not questioned during the trial. The argument that the said evidence has not been put into question during its delivery thus actionable; it is a misconception of law. What is insisted in the cited cases **Hatari Masharubu @ Babu Ayubu vs The Republic,** Court of Appeal at Mwanza, Criminal Appeal No 590 of 2017. See also **Anna Moises Chisano vs The Republic,** Court of Appeal of Tanzania at Dar es Salaam, Criminal Appeal No 273 of 2019, is not a suggestion that even a legally prohibited evidence if not interrogated then it becomes truthful. That is improper interpretation of the law, and I am not prepared to bless it. Hearsay evidence has never

been good evidence at all, it being unacceptable evidence. It was expected by the respondent to prove the said allegations as alleged in the required legal standard. Short of that, there was no proof of the said charges as preferred by the respondent. It was a termination of his employment basing on mere a suspicion. Since suspicion however strong, cannot be basis of conviction in criminal cases as standard of proof has always been proof beyond reasonable doubt.

There is thus no dispute that the findings of the disciplinary hearing were not justified in the circumstances of this case. The law clearly provides for allegation against the employee to be proved. Rule 13 (5) of the GN 42 of 2007 provides clearly that **evidence in support of the allegation against the employee shall be presented at the hearing**. The employee on the other hand has the right to respond to the allegations, including asking any question to the witnesses called by the employer and to call witness of his own if necessary. In this case, though the employer brought witness but there was no such real evidence as per law for its reliance, it being merely hearsay evidence.

Article 4 of the International Labour Organization Termination of Employment Convention No. 158 provides that the employment of a worker shall not be terminated unless there is **a valid reason** for such

termination connected with the capacity or conduct of the worker or based on the operational requirements of the undertaking, establishment or service. The provision of this Convention is in match with our Employment and Labour Relations Act, Cap 366 under section 37 which also prohibits acts of unfair termination of one's employment unless there are good reasons.

In deciding whether a termination by an employer is fair, an employer, arbitrator or Labour Court shall take into account any Code of Good Practice published under section 99. This is a requirement under section 37(4) of the Employment and Labour Relations Act. Now the Employment and Labour Relations (Code of Good Practice), Rules, 2007 GN 42 of 2007, provides what are legal reasons which may justify the termination of an employee. These are **conduct, capacity, compatibility** or **employer's operational requirements** (see Rule 9 (4) of GN 42 of 2007. Other factors to be taken into account before one's employment is terminated are several acts such as **gross dishonesty, wilful damage to property, wilful endangering the safety of others, gross negligence, assault on a co-employee, supplier, customer or member of the family of, and any person associated with, the employer and gross insubordination.**

Fixing them all in the current case, I find none fitting as per employer's choice against the applicant. It is my conclusion that the decision to terminate the applicant tried to follow the available legal set procedures, yet the decision to terminate the applicant was not fair as there are no sound reasons established. As the proof of the charges remained wanting as per CMA's look and the observation of this Court, it follows then that the applicant was unfairly terminated.

Having done with the first issue, the second remaining issue is what remedy is appropriate in the circumstances of this case. The applicant insists that he wants compensation equivalent to 96 months' salaries as per unlawful termination. The respondent counters it as being so high. To buttress his position, Mr. Majogoro is of the view that this Court in the cases of **Branch Director of CRDB Bank vs Titoh Kware and Veneranda Maro and another vs Arusha International Conference Centre** (supra), granted awards as prayed in the respective CMA's form no. 1. He insisted that since the termination was unlawful, it could be a good reward to the applicant as trade union leader and a good lesson to the respondent from future unlawful terminations of other employees in service.

Mr. Malongo for the respondent on his part was of the view that each case must be considered in its own facts. In consideration of rule 32 (5) (a) – (f) of the Labour Institutions (Mediation and Arbitration Gudelines), Rules 2007 provides for the factors to be considered in awarding damages, the factors are (a) any prescribed minimum or maximum compensation (b)the extent to which termination was unfair (c) the consequences of unfair termination for parties, including the extent to which the employee was able to secure alternative work or employment (d) the amount of the employees' remuneration (e) the amount of compensation granted in previous similar cases (f) the parties' conduct during the proceedings and any other relevant factors. He prayed that this Court to take into account of these factors in awarding the damages should this Court find that there was unfair termination.

In my opinion, any choice must have consequences. Should an employer terminate one's employment, he/she must bear responsibility of that. As per section 40(1)(c) of the Employment and Labour Relations Act, the remedies for unfair termination includes to pay the employee of not less than 12 months' remuneration. Since 12 months' remuneration is minimum, it is the Court's discretion to award what is

appropriate as per facts of the case. In the current matter, I am persuaded that the applicant deserves more than the minimum award so as to console him from the injuries might have been occasioned by the respondent for the loss of his employment. As that was the means to earn his living, he could only be terminated upon valid grounds. Failure of which attracts appropriate legal consequences. The discretion of this court is exercised judiciously for the applicant's favour as per loss of his employment unfairly. In that consideration, as any choice has consequences, I am of the considered view that an amount of remuneration equivalent to 84 months at the time of his termination will serve a good compensation. The said amount is subject to all statutory deductions including income tax and submit to relevant authorities. The applicant to get only the balance which will suffice the anguish occasioned by the respondent.

Further the applicant is entitled to an interest of 7% per annum accruing on the awarded amount from the date of this judgment to the date of full payment of the award. That said, the application lodged by the respondent it is dismissed in its entirely for want of merit.

On the other hand, the applicant's application has be allowed, the award by CMA is revised by enhancing the payment to 84 month's

salaries at the time of his termination and the same has failed for the prayer of 96 months' salaries.

Right of appeal to Court of Appeal according to law to any aggrieved party is hereby explained.

DATED at MUSOMA this 3rd day of June, 2022.

F. H. Mahimbali

JUDGE

Order: Judgment delivered this 3rd day of June, 2022 in the presence of Mr. Imani Mfuru for the respondent but also holding brief of Mr. Alhaji Majogoro for the applicant. Mr. Mugoa-RMA also present.

F. H. Mahimbali

Judge

3/6/2022