**IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA**

**(LABOUR DIVISION)**

**AT ARUSHA**

**CONSOLIDATED LABOUR REVISION NO. 77 AND 78 OF 2020**

(Originating from CMA/ARS/ARB/262/2019)

**GASTOR LEO ..... APPLICANT/RESPONDENT**

**VERSUS**

**GREENLIGHT PLANET (GLP)**

**TANZANIA LTD..... RESPONDENT/APPLICANT**

## JUDGMENT

16/2/2022 & 8/6/2022

**ROBERT, J:-**

Two revision applications were filed in this Court against an award of the Commission for Mediation and Arbitration (CMA) in Labour Dispute No. CMA/ARS/ARB/262/2019 delivered on 14/08/2020. Revision No. 77/2020 was filed by GASTOR LEO (hereinafter referred to as the employee) whereas Revision No. 78/2020 was filed by GREENLIGHT PLANET (GLP) TANZANIA LTD (hereinafter referred to as the employer). The two applications were consolidated in the course of hearing.

Briefly, facts giving rise to the two applications reveals that, Mr. Gastor Leo was employed by the employer named above on 29/05/2017 and terminated on 28/05/2019 on the ground that his contract had expired automatically. Dissatisfied, he filed a dispute at the CMA alleging unfair termination. After the hearing, the CMA decided on his favour and awarded him twelve months compensation for unfair termination, air ticket and severance allowance amounting to TZS 57,768,276/=. Dissatisfied by the CMA's decision, both parties filed their respective applications.

In Revision Application No. 77/2020, Mr. Gastor Leo sought for an order of revision on the following grounds: -

a) *That after having found the Applicant's termination both substantively and procedurally unfair the Honourable Arbitrator grossly erred in law by not reinstating the Applicant to his employment without loss of entitlements.*

b) *That, after having found the Applicant's termination both substantively and procedurally unfair the Honourable Arbitrator grossly erred in law and in fact in awarding the Applicant 12 months compensation.*

c) *That, after having found that the Applicant has not been repatriated the Honourable Arbitrator grossly erred in law and in fact by not awarding subsistence allowance for the period when he was waiting to be repatriated.*

d) *That, after having found that the Applicant was only given luggage reparation costs, the Honourabale Arbitrator misdirected himself when he demanded that the Applicant was reasonably required to repatriate his family members.*

e) *That, Honourable Arbitrator grossly erred in law and in fact by finding the Applicant's last monthly salary TSHS. 4,681,825.81 instead of TSHS 5,191,200.00.*

f) *That, Honourable Arbitrator grossly erred in law and in fact in awarding the Applicant only one year severance allowance despite working for two years.*

g) *That, Honourable Arbitrator grossly erred in law and in fact in not awarding the Applicant 1% commission of the sales.*

Similarly, in Revision Application No. 78, GREENLIGHT PLANET (GLP) TANZANIA LTD sought for an order of revision on the following grounds: -

i. That the Honourable Arbitrator failed to consider the reasons adduced by the applicant to show that until May 2019 the contract that was in operation and known to both the applicant herein and the respondent herein was a fixed term contract marked as exhibit P1 and not exhibit D5.

ii. The Honourable Arbitrator was wrong to find that the complainant's job description was changing from low to high and at last was the head of sales while even the CMA Form No. 1 which was filed by the complainant and certificate of service indicates clearly that the Respondent herein was country business leader.

iii. The Honourable Arbitrator erred in law and in fact by stating that there was no longer two years specific contract as exhibit P1 had been extinguished by exhibit D5 while in fact the complainant was unable to clear the doubts raised by the applicant as seen in paragraph 6 (a) (i), (ii), (iii), (iv) and (v) of this affidavit. And due to the fact the exhibit D5 tendered was supposed to be of little assistance considering also it was secondary evidence.

iv. That the Honourable Arbitrator erred in law and fact by misconstruing the content of exhibit D7 and concluding that the respondent had promised the applicant a new contract thus creating a legitimate expectation.

v. That the Honourable Arbitrator erred in law and fact by stating that the applicant prayed for 120 months compensation while in fact he prayed for reinstatement. However, the award of 12 months compensation granted to the respondent herein was totally unfair to the applicant herein due to the above reasons.

vi. That the honorable arbitrator erred in law and in fact by awarding air ticket and subsistence allowance of 240,000/= while in fact the complainant himself requested for a sum of transportation costs which he was granted as per exhibit P5. Moreover, as seen in exhibit D3, air ticket was only for official duties and that it would be granted under the discretion of the respondent and only wherever it would be deemed appropriate.

Parties in this application were represented by **Mr. Eric Stanslaus,** learned counsel for the employer whereas **Mr. Nazario Michael Buxay,**

learned counsel represented the employee. The application was disposed of by way of written submissions.

Highlighting on Revision Application No. 77/2020, Mr. Buxay, agreed with the CMA findings that the employee's termination was both substantively and procedurally unfair. However, he maintained that, the employee is dissatisfied with the terminal benefits awarded by the CMA. He faulted the award of compensation for 12 months remuneration while the employee had prayed for reinstatement or compensation for the period of 120 months.

With regards to reinstatement, he submitted that since the employee's termination was ruled to be substantively and procedurally unfair the statutory remedy for such violation was reinstatement without loss of entitlements and he cited section 40 (1) of the Employment and Labour Relations Act. He faulted the arbitrator for lack of reasons on why he didn't order for reinstatement and maintained that reinstatement goes deep to protection of the right to work by the employee. To buttress his argument, he referred the Court to the cases **of National Bank of Commerce vs Aliamin Mbeo,** Revision No. 55 of 2013 and **Tanzania**

**Limited vs Chris Stratham** [2015] LCCD 190 where the importance of reinstatement was discussed.

He maintained that, in principle the law sets out heavier and strict punishments where termination is found to be substantively unfair in order to protect the employee's right to work against arbitrary acts and behaviors of the employers. Hence, the award of 12 months compensation was contrary to the requirement and spirit of the law.

In the alternative, he argued that, if the employer does not wish to reinstate the employee he should be ordered to pay the employee compensation of 12 months remuneration. He made reference to section 40(1)(c) of the Act.

With regards to whether it was proper for the Arbitrator not to award subsistence allowance having found that the employee was not repatriated, he faulted the Arbitrator for failure to order subsistence allowance for the period when the employee was awaiting to be repatriated. He cited section 43 (1) of the Act and went further to submit that the applicant was recruited at Dar es Salaam and later transferred to Arusha. To support his argument, he referred the Court to the cases of **Mihan Gas Company**

**Limited vs Aiko Robert,** Labour Revison No. 46 OF 2017 and **Paul Yustus Nchia vs National Executive Secretary Chama Cha Mapinduzi & Others**, Civil Appeal No. 62 of 2000.

With regards to the Applicant's salary, he submitted that the last salary at the time of termination was TZS 5,191,200.00 and not TZS 4,688,825.00 and maintained that there was no proof of change of salary from the one shown to a lower one.

Further to that, he faulted the CMA for awarding severance allowance for one year only instead of his two years of work.

As for the payment of commission, he submitted that the CMA did not award the applicant 1% commission from total annual sales revenue as part and parcel of his annual bonus scheme due to the fact that on 17/11/2017 he entered into an agreement where he was entitled to 1% commission from the total annual sale per year. He therefore prayed for the employee's application to be allowed.

In response to the arguments raised above in Revision Application No. 77/2020, the Learned Counsel for the employer submitted as follows:

With regards to the relief of reinstatement, he maintained that, it was proper for the Arbitrator not to order reinstatement because the applicant prayed for compensation and through his opening statement, he prayed to be granted either reinstatement or compensation hence the Arbitrator in terms of section 40 of the Act awarded him compensation.

As for to 12 months compensation the Learned Counsel argued that he did not agree with the Honourable Arbitrator in awarding the applicant 12 months compensation but for the purpose of this revision he submitted that the Arbitrator was correct to compensate the 12 months' salary. To support his argument, he referred the Court to the case of **Africa Muslims Agency vs Othman Abubakari,** Revision No. 7 of 2020.

With regards to payment of subsistence allowance and repatriation of the employee, he submitted that, it is baseless for the applicant to claim for subsistence allowance since he was already repatriated back to his place of recruitment, that is Dar es salaam, and paid TZS 1,400,000/= as transportation cost. Further to that, the employer issued non dues clearance certificate which was approved and signed by the applicant that he had no any claim against the respondent.

Submitting on whether it was proper for the Arbitrator to make findings that the employee's salary was TZS 4,681,825.81 per month instead of TZS 5,191,200.00, he argued that, exhibit P7 which was signed by both parties clearly shows that the applicant's salary was TZS 4,688,825/= and not TZS 5,190,200/=. He maintained that, the employee did not tender salary slip establishing the alleged salary of TZS 5,190,200/= or prove that he did not sign exhibit P7.

As for severance pay, he argued that the employee was not entitled to severance pay because the employee had served and completed his two years contract hence his contract of service ended by reason of time as provided for under section 42(2)(c) of the Act.

On the issue of payment of commission, he argued that, it was just and fair for the Arbitrator not to award 1% commission to the Applicant due to the fact he did not prove that he is entitled to it and that he did not stipulate the said 1% commission in the CMA Form No. 1. He concluded that the reliefs sought are baseless and therefore revision no. 77/2020 be dismissed.

In his rejoinder submissions, Mr. Buxay, reiterated his submissions in chief and maintained that the termination was both substantively and procedurally unfair.

Highlighting on Revision Application No. 78, the Learned Counsel for the employer submitted as follows:

With regards to whether the employee's contract had expired or he was terminated, he argued that, the employer had discharged his duty under section 15(5) and (6) of the Employment and Labour Relations Act which requires the employer to keep written particulars of the employee and prove an alleged term of contract by tendering original contract of employment (exhibit P1). He maintained that, exhibit P1 provides for duration of the contract as a fixed term contract. He expressed that the employer was surprised by the employee's notice to produce the original contract of employment which was unknown to the employer and the subsequent admission of exhibit D5 tendered by the employee as the original contract of employment which provides for the duration of contract as a contract of unspecified time.

He submitted further that, exhibit P1 was the valid contract of employment because its terms are reflected in the employee's details as opposed to exhibit D5.

He submitted that, the addendum made to the contract provided for fixed term contract. Further to that, the notification of non-renewal together with its attachment referred to fixed term contract and that the employee on 29/05/2019 had asked to be repatriated after expiration of the fixed term contract.

Submitting further, he noted that, there is nowhere where the said unspecified contract shows that it supersedes the fixed term contract nor does it indicate that exhibit P1 was terminated. He maintained further that, the said unspecified contract was problematic as it shows that the respondent was appointed as head of sales while the said contract was signed by the head of sales. Furthermore, the employee failed to express how he has a copy and not having the original contract. To support his argument, he referred the Court to the case of **Daniel Apael Urio vs Exim (T) Ltd**.

It was also submitted that even if the contract was changed the criteria provided under s. 15(4) of the Act were not adhered to hence the employee was under fixed term contract which ended on 28/05/2019.

With regards to the fairness of termination, he submitted that the employee was not terminated but rather his contract had expired due to time factor and that the employer sent notification to the employee on expiration of his contract. Further to that, the employee had requested for transportation costs on expiry of his contract thus the reasons used to terminate the respondent were fair and valid as per Rule 4(2) of **the Employment and Labour Relations (Code of Good Practice)** GN 42 of 2007.

It was further argued that there was no legitimate expectation of renewal since the employer had already issued the notice which was two months before and the learned counsel referred the Court to the case of **Kinondoni Municipal Council vs Maria Emmanuel Rungwa**.

Submitting on the reliefs, the Learned Counsel argued that the Arbitrator erred in awarding 12 months compensation to the employee due to the fact that the employee never prayed for the same in his pleadings

and the employee was under a fixed term contract. Further to that, after expiry of the said contract the employee was paid all his terminal benefits and he signed the no dues clearance certificate.

Submitting further, he argued that, that the employee was repatriated hence the air ticket granted by the Arbitrator is baseless as the same is only for official travels entitled to senior managers and the said entitlement ended when his contract of employment expired.

As for subsistence allowance, he submitted that it was wrong for the Arbitrator to grant subsistence allowance since the employee was already repatriated to Dar es salaam. He maintained that, according to the records at the CMA, the employee was in Dar es Salaam and he requested the case be transferred to Dar es Salaam. Based on the arguments made, he prayed for the arbitration award be to revised and set aside.

Responding to the submissions in Revision Application No. 78/2020, the Learned Counsel for the employee maintained that, this application is not competent as it lacks notice of intention to seek revision in terms of Regulation 34 (1) of **the Employment and Labour Relations (General) Regulation**, GN No. 47 of 2017. He referred the court to the

case of **Unilever Tea Tanzania Limited vs Paul Basondole,** Labour Revision No. 14 OF 2020, and prayed for the application to be struck out for being incompetent.

Highlighting on the merits of this application, he started his submissions on the employee's legitimate expectations for continuation of employment. He submitted that, the CMA found in alternative at pages 12 - 14 of the impugned award that that the employee was in legitimate expectation of continued of employment in terms of exhibit D7 in which he was promised for the new contract. He argued that this finding is not disputed by the employer hence, he implored this Court to make a finding that, since the employee had unspecified contract through exhibit D5, he was under legitimate expectation of a new contract and therefore his termination was unfair.

He argued further that, the Court should draw an adverse inference against the employer's failure to bring material witness in this case. He argued that DW1 who was brought as a witness by the employer was not material witness in respect of the employee's employment contract.

He submitted further that, the employee had unspecified employment contract in terms of exhibit D5 and D7 and by the time of his termination, exhibit P1 had no legal effect since its terms had been automatically terminated. He maintained that, the claimed addendum to the fixed term contract is not valid as it was not signed by both parties. Moreover, the notice of non-renewal did not specify to which agreement it was made.

He maintained that, the employer's disputing of the validity of the contract for employment dated 17/10/2017 is an afterthought which lacks legal support and should be dismissed.

Further to that, he argued that addendum to exhibit P1 is void as it lacks signature of both parties involved in the negotiation, backdated and made in bad faith with intention to justify the employer's ill will of terminating the employee.

Responding to the notice of non-renewal of the contract, he maintained that, it does not specify to which agreement was it made hence there is no evidence that it was made in respect of the agreement dated 29/5/2017.

With regards to repatriation of the employee, he argued that, upon termination of the employee's employment the employer has to repatriate the employee to his place of employment under section 43 of the Act. Hence, in the present case, the employee was required to be repatriated regardless of the fairness of the said termination.

On the argument that, exhibit D5 does not indicate if it supersedes exhibit P1, he maintained that this argument lacks merit since it is a principle of law that where there are two agreements providing for the same matter the last one will prevail. Further to that, he maintained that, since the employer is the one who prepared the arguments he had the duty of inserting a clause to that effect.

Regarding the argument that the unspecified period contract was signed by the head of sales, he implored the Court to disregard this argument due to the fact the post to which the employee was appointed was not a new post but rather an existing post of head of sales. On the issue of tendering copy he submitted the said copy complied with the requirement of section 67 and 68 of Cap 6.

Regarding the terminal benefits he reiterated what was submitted in Revision No. 77 of 2020, I see no relevance to reproduce the same. In conclusion it was submitted that application for revision No. 78 is devoid of merits and be dismissed.

Having carefully gone through the submissions by the counsel for the parties, I find it convenient to start with the point of objection raised in the submissions with regards to the competence of Revision No.78/2020. Counsel for the employee submitted that, the application is incurably defective for being filed without first filing a Notice of intention to seek for revision of award.

Regulation 34(1) of **the Employment and Labour Relations (General) Regulations**, 2017, GN. No. 47 of 2017 provides that: -

> "*34(1) The form set out in the third schedule to these Regulations shall be used in all matters to which they refer.*
>
> *(2) The forms made under these Regulations may be modified adopted or altered by the Minister in expression to the suit the purpose for which they were intended*"

Indeed CMA F.10 made under the quoted Regulation is a Notice of Intention to Seek for Revision of Award. A person intending to seek for a revision of the CMA award is required to use the said form to request the

CMA to forward certified copies of proceedings and award to the High Court. However, the cited Regulation is not couched in mandatory terms and it doesn't pose a requirement for the Notice used to request for the certified copies of proceedings and award to form part of the application for revision and the employee did not provide evidence to establish that the said Notice was not sent to the CMA. Once certified copies of proceedings and award are sent to the High Court from the CMA for purposes of revision, the presumption is that the CMA was rightly moved by the person seeking revision of the CMA award to forward the required documents to the High Court unless proved otherwise.

An application in the Labour court is made under Rule 24 of the **Labour Court Rules** G.N. No. 106 of 2007 which provides that:-

> "24(1) *Any application shall be made on notice to all persons who have an interest in the application.*
>
> (2*) The notice of application should substantially comply with form No. 4 of the schedule to these Rules, signed by the party bringing the application and filed and shall contain the following information*
>
> *(a) the title of the matter.*
>
> *(b) the case number assigned to the matter by the Registrar.*
>
> *(c) the reliefs sought*

*(d) an address at which that party will accept notice and service of all documents in the proceedings.*

(e) *a notice advising the other party that if he intends to oppose the matter that party shall deliver a counter affidavit within fifteen days after the application has been served failure of which the matter may proceed ex-parte, and*

(f) *a list and attachment of the documents that are material and relevant to the application.*"

I have looked at the documents filed in support of Revision Application No.78/2020 and observed that the applicant complied with all of the requirements under the cited Regulation. In the circumstances, the objection raised cannot be sustained for lack of merit.

Turning to the main applications, having considered parties submissions in these consolidated applications, CMA records as well as relevant applicable laws, I find the main question for determination to be whether the employee's termination was fair and to what relief(s) are the parties entitled.

In determining the first issue on the fairness of the employee's termination, the Court is aware that, section 37 (1) of the Employment and Labour Relations Act makes it unlawful for the employer to terminate an

employee unfairly while subsection (2) of the cited section requires an employer to terminate an employee on valid and fair reasons and on fair procedures.

Similarly, the Court is aware that by virtue of section 36 (a) (iii) of the Act, termination of employment includes failure of the employer to renew a fixed term contract on the same or similar terms if there was reasonable expectation of renewal.

Further that, Rule 4 of the G.N. No. 42 of 2007 provides that: -

4 (1) *an employer and employee shall agree to terminate the contract in accordance to agreement.*

*(2) Where the contract is a fixed term contract, the contract shall terminate automatically when the agreed period expires, unless the contract provided otherwise.*

*(3) Subject to sub-rule (2), a fixed term contract may be renewed by default if an employee continues to work after the expiry of the fixed term contract and circumstances warrants it.*

*(4) Subject to sub-rule (3), the failure to renew a fixed-term contract in circumstance where the employee reasonably expects a renewal of the contract may be considered to be an unfair termination."*

It is not disputed that, in the present matter the employee was employed on 29th day of May, 2017 under a two (2) year fixed term contract and further that the said contract expired on 28th day of May, 2019. It is further not in dispute that on 27th March, 2019, the employer served the employee with a notice of non-renewal of contract. The central dispute in this matter appears to be in the validity of the unspecified contract allegedly issued on 1st October, 2017.

Having gone through the said unspecified contract which was admitted in evidence as exhibit D5 and relied on by the Arbitrator in giving the award to the employee, I join hands with the Learned Counsel for the employer that the said contract was wrongly taken into consideration. First, the addendum which was tendered as exhibit P4 shows clearly that until 18th March, 2019 the valid contract was fixed term contract, which leaves questions that if the employee already had unspecified contract at that time how could the employer issue an addendum which made reference to the fixed term contract. **Secondly,** the employee having received notification of non-renewal (exhibit P3) which made reference to the fixed term contract on 29/05/2019, he asked to be repatriated as seen on exhibit P5. This is contradicting the argument that the employee was serving

under unspecified term contract. Lastly, section 15(4) of the Act, states that:

> "15(4) *Where any matter stipulated in subsection (1) changes, the employer shall, in consultation with the employee, revise the written particulars to reflect the change and notify the employee of the change in writing.*"

Guided by the cited provision, one would expect to find a proof of consultations between the employer and the employee to revise the written particulars of the fixed term contract. It is the duty of the employer to notify the employee of the change in writing. However, the CMA records do not provide the requisite proof that there was consultation between the employer and the employee to revise the said fixed term contract.

Under the circumstances, this Court concludes that the existing contract between the employer and the employee was the fixed term contract which expired on 28th day of May, 2019 and not the unspecified contract.

Having made a finding that the respondent's employment was under a fixed term contract for two years, this Court is aware that, a fixed term

contract comes to an end automatically when the agreed time expires. Rule 4 (2) of GN 42 of 2007 provides that:

"*Where the contract is a fixed term contract, the contract shall terminate automatically when the agreed period expires, unless the contract provided otherwise.*"

The learned counsel for the employer is strongly disputing that the employee had no reasonable expectation of renewal of his contract. The law imposes a duty to an employee claiming reasonable expectation of renewal to demonstrate reasons for such expectation. Rule 4 (5) of GN 42 of 2007 provides that: -

"*Where fixed term contract is not renewed and the employee claims a reasonable expectation of renewal, the employee shall demonstrate that there is an objective basis for the expectation such as previous renewal, employers under takings to renew*"

Counsel for the employer argued that, the fact that the applicant gave notice of non-renewal of the employment contract extinguished any expectation of renewal.

This Court is aware that, reasonable expectation of renewal is created by the employer through conduct or statements which gives the employee prospective renewal of such contract. The records in this application shows that the respondents were served with notice of non-renewal of their employment contract on 27th March, 2019 which is 60 days before the end of their employment contract. Thus, any expectation created by the employer's undertakings were rebutted by the notice of non-renewal. The employer through exhibit P3 made it clear that the employee contract of employment will not be renewed to another term. In the case of **National Oil (T) Limited vs Jaffey Dotto Msensemi & 3 Others, Revision No. 558 of 2016**, HC DSM it was held that: -

> "*the question of previous renewal of employment contract is not an absolute factor for an employee to create a reasonable expectation, reasonable expectation is only created where the contract of employment explicit elaborate the intention of the employer to renew a fixed term contract when it comes to an end.*"

On the basis of the foregoing, this court finds that the employee was duly informed about non-renewal of his contract almost sixty days before its expiry. The Hon Arbitrator misdirected himself to believe that the letter

dated 16th April, 2018 created reasonable expectation of renewal of contract of employment in lieu of notice to non-renewal.

In the circumstances above, this Court finds that, a claim of unfair termination cannot stand. It is also clear that claims by the employee are on unfair termination. However, the employee did not establish that there was breach of contract, understandably, because the contract reached to an end automatically. In the case of **Serenity on the lake Ltd vs. Dorcus Martin Nyanda, Civil Appeal No. 33 of 2018**, (unreported), the Court of Appeal held that: -

> *"The law is clear that, where the contract of employment is for a fixed term, the contract expires automatically when the contract period expires unless the employee breaches the contract before the expiry in which case the employer may terminate the contract. On the other hand, the employer must have a fair reason to terminate the contract in case of the indefinite contract of employment and must follow a fair procedure in that regard."*

On the basis of the findings above, this court concludes that the employee's termination was fair under Rule 4(2) of the Employment and Labour Relations (Code of Good Practice) G.N. No. 42 of 2007 which provides that: -

*"Where the contract is a fixed term contract, the contract shall terminate automatically when the agreed period expires, unless the contract provides otherwise."*

In the case of **Msambwe Shamte and 64 Others Vs. Care Sanitation and Supplies**, Revision number 154/2010 page 8, Hon. Rweimamu, J held that:-

*"Principles of unfair termination under the Act, do not apply to specific task or fixed term contract which came to an end on the specified time or completion of specific task, under the letter, such principles apply under conditions specified under section 36(a)(iii) read together with Rule 4(4) of the code."*

Coming to the reliefs to which parties are entitled, in Revision No. 77 the employee prayed to be reinstated to his employment. On the basis of the findings above, reinstatement is not a proper remedy. An order for reinstatement is granted where the employee is unfairly terminated both substantively and procedurally. However, that is not the position in the matter at hand.

The employee further alleged that, the Arbitrator wrongly awarded him compensation of 12 months salaries. This Court finds that, the employee is not entitled to compensation as there was no breach of contract but his contract came to an end automatically. Further to that, this

Court holds that the award of compensation was not proper because the claim was not based on breach of contract. In the case of **Fatma Salum Vs. Khalifa Said Civil Appeal No. 28/2002**, (unreported) it was held that;

> *"It is now settled law that only way to raise issues before the court for consideration and determination is through pleadings and as far, we are aware of, this is the only way."*

With regards to the issue of repatriation and subsistence allowance, this Court holds that, the claims cannot be awarded as it was proved that the employee was already repatriated to Dar es Salaam and was paid an amount of TZS 1,400,000/= as Transportation Cost as evidenced by exhibit P6 and further to that the employee issued non dues clearance certificate which was approved and signed by the employer that he had no any claims against the employer.

In the circumstances therefore, I find no merit in Revision Application No. 77/2020. Consequently, I hereby quash and set aside the CMA award in Revision Application No. 77/2020. Further to that, I find merit in Revision Application No. 78/2020 and I hereby proceed to allow it accordingly.

It is so ordered.

K.N.ROBERT
JUDGE
8/6/2022