THE UNITED REPUBLIC OF TANZANIA

JUDICIARY

IN THE HIGH COURT OF TANZANIA

(MOROGORO SUB-REGISTRY)

AT MOROGORO

LABOUR REVISION APPLICATION NO. 06 OF 2023

(ORIGINATING FROM LABOUR DISPUTE NO. CMA/MOR/38/2022, AT MOROGORO)

BETWEEN

COSMAS PETER MATOKEO ..... APPLICANT

VERSUS

AKO GROUP LIMITED ..... RESPONDENT

RULING

21st Sept, & 12th Dec, 2023

CHABA, J.

The Applicant, Cosmas Peter Matokeo who in some other documents is also known as Cosmas Peter Killian, upon being dissatisfied by the decision of the Commission for Mediation and Arbitration for Morogoro (the CMA) via Labour Dispute No. CMA/MOR/38/2022, at Morogoro, filed the instant Labour Revision Application under sections 94 (1) (b) (i); 91 (1) (a); 91 (2) (a) (b) (c); and 94 (4) (b) of the Employment and Labour Relations Act of [CAP. 366 R. E. 2019] (the ELRA) and Rules 24 (1), 24 (2) (a), (b), (c), (d), (e) & (f); 24 (3) (a) (b) (c) (d), and Rules 28 (1) (a), (b), (c), (d) & (e) and 28 (2) of the

Labour Court Rules, GN. No. 106 of 2007, intending to challenge the ruling and the award issued by the CMA in Dispute No. CMA/MOR/38/2022.

This Labour Revision is supported by an affidavit sworn by the applicant, Cosmas Peter Matokeo. Also, there is a notice of opposition filed by the respondent which is supported by an affidavit sworn by one Juvenile Edgar Kajolo, who introduced himself as the Human Resource Business Partner of the Respondent HR Department.

In that dispute, the applicant's main complaint is based upon unfair termination of employment contract. He sought *inter-alia* for the following payments: TZS. 150,000/= being payment for substance allowance for every day from 30/06/2021 to the date of repatriation; Compensation in the tune of TZS. 540,000/= being twelve (12) months salary in respect of the contract involved between the parties; Payment of one-month salary in lieu of Notice, TZS. 450,000/=; Severance payment for one year amounting to TZS. 121,153/=; Repatriation costs from Kilosa to Dar Es Salaam Region, the place of his recruitment TZS. 4,000,000/=; TZS. 5,640,000/= (adjustable); General damages, and clean certificate of service.

At the culmination of full trial, the CMA delivered its award basing on the agreed three issues, to wit; **One**; Whether the employer had valid and fair reasons for termination of the employee's employment contract; **Two**; Fairness of the procedure; and **Three**; Reliefs sought by the parties. According to the records, the first two issues were resolved affirmatively that,

the employer had a valid reason to terminate the employment contract and that the procedures adhered to were fair. As to the reliefs sought, the CMA awarded the applicant one-month salary in lieu of notice, equivalent to TZS. 450,000/= and costs for repatriation from Kilosa to Dar Es Salaam at the tune of TZS. 500,000/=, which makes the total of TZS. 950,000/=.

Disgruntled by the CMA verdict and the amounts awarded, the applicant preferred the present Labour Revision Application urging the Court to call for the records of the CMA for revision purposes.

As gleaned from the affidavits deposed by the parties and other pleadings, it has been unarguably unveiled that, the applicant was firstly employed under an indefinite term of contract from 10/12/2018 and endured to May, 2020 when the employment term was specifically renewed for another term of one (1) year. This term is said to have been renewed by default for another year. On 10/05/2021 the applicant successfully applied for 14 days leave which started effectively from 13/05/2021 to 26/05/2021. After the expiry of the leave, the applicant did not return to his job place and resume his duties. This made the employer to investigate the reasons for absenteeism of the applicant and afterwards served the applicant with a charge which he had to respond. Such a charge was issued in the names of Cosmas Peter Killian and not Cosmas Peter Matokeo. The disciplinary hearing was conducted in which the applicant never disputed the abscondment allegations. It was found that, he absconded from his job for more than five

(5) days from 27/05/2021 although the charge stated abscondment from 01/06/2021 up to when he was served with the charge.

When the disciplinary hearing was conducted, the disciplinary committee unanimously concluded that the applicant had to be terminated from the employment for absenteeism, a conduct which contravened the employers' code of conduct and rules of the company. Right of appeal was fully explained to him, but it appears that the applicant did not file any appeal against the CMA's decision since on 30th June, 2021 when the decision was handed down until on 30th October, 2021 when he successfully filed a condonation application. To challenge the CMA award, the applicant has raised the following issues paraphrased as the same appears to contain huge grammatical challenges:

1) Whether it was proper for the Arbitrator to award the applicant TZS. 400,000/= as pleaded and without any subsistence allowance;
2) Whether it was proper for the Arbitrator to reach to his decision that, there was a valid reason for the applicant's termination without ascertaining the correct names of the applicant tabled before the disciplinary committee in absence of the attendance register.
3) Whether it was proper the Arbitrator to hold that legal procedures were fully adhered to, to justify his termination as Cosmas Peter Kilian, and the legality of the charge sheet.
4) Whether it was proper for the Arbitrator to rule in favour of the respondent based on the validity for a reason of absenteeism of

person by the names of Cosmas Peter Kilian in absence of the attendance register tendered during the hearing of the disciplinary committee.

At the hearing of the application, the applicant was represented by Mr. Hamza Sulemani Rajabu of McDaan Limited and the respondent enjoyed the legal services of Dr. Goodluck Temu, Ms. Angelista Nashon and Ms. Coletha Mwambola, all Learned Advocates from Africorp Attorneys. On 10th August, 2023 both parties agreed to dispose of the application by way of written submissions. Both parties adhered to the Court's scheduled order. I commend them for filing their respective submissions timely.

In his submission, the applicant having given the historical background and the facts that his employment contract was renewed to 31/04/2022 by default, he stated that, though at all times used his names - Cosmas Peter Matokeo but he was surprised to be served with the letter and charges in the names of Cosmas Peter Killian. This issue as well surfaced in the trial before the CMA. In its award, the CMA held that the applicant used his two names interchangeably as stated by the respondent. It went further that, there was no basis to refuse summons or decline giving his statement in respect of the disciplinary charges which were facing him. He further challenged the CMA for holding that, the respondent had reasons to end his employment without ascertaining who was the accused and while there was no charge against him.

That, his employment term was yet to expire on 31/04/2022 but was unreasonably terminated by the respondent. In respect of the first issue, the applicant averred that, when the award was made on 31/03/2023, already 640 days had passed from the date of termination, that is 01/06/2021. The CMA grossly erred by awarding him only TZS. 500,000/= as repatriation costs without awarding him subsistence allowance which according to him, was TZS. 16,600,000/= adjustable. Citing the provision of section 99 (3) of The Employment and Labour Relations Act (supra) which requires the arbitrators and adjudicators to take into account of the Code of Practice unless there are justifiable grounds for departure, together with the decisions of the Court of Appeal of Tanzania in the cases of **Pangea Minerals Ltd Vs. Gwandu Majali (Civil Appeal 504 of 2020) [2021] TZCA 414 (26 August 2021)** and **Juma Akida Seuchago Vs. SBC Tanzania Ltd (Civil Appeal 7 of 2019) [2020] TZCA 319 (18 June 2020),** which ruled that, repatriation cost has to be paid together with subsistence allowance under the circumstance. In this regard, the applicant prayed the Court to order the respondent to pay the applicant subsistence allowance for such whole period.

Arguing for both 2nd and 4th issues, the applicant laments that the attendance register was not referred to in respect to the absenteeism allegations to ascertain who was the accused between Cosmas Peter Kilian and Cosmas Peter Matokeo. That, the applicant never changed his names throughout. It was wrong for the CMA to base its findings on Exhibit DD2 and DD3. He said, any application under rule 12 (1) of GN. No. 42 of 2007 was

erroneous and contravened section 15 (4) of ELRA which requires that, if there is any changes in respect of the particulars of the employee, the employer must revise the written particulars in consultation of the respective employee. But he was never consulted or informed of any such changes. To buttress his argument, he cited the decision by the CAT in the case of **Gharib Ibrahim @ Mgalu & Others Vs. Republic (Misc. Criminal Revision 5 of 2019) [2019] TZCA 517 (30 August 2019),** where the CAT held that, where a charge sheet is defective, there is no valid trial. To him, since there was no any possibility to form any fair termination, he urges the Court to declare that, there was no fair trial/hearing in absence of a charge sheet against the applicant.

On the strength of the above submission, he prayed the Court to allow his application and declare that, the CMA award was incorrect, hence the same should be revised and quashed. Specifically, he prayed the respondent be compelled to pay him subsistence allowance pending repatriation from Kilosa to Dar Es Salaam, and other reliefs he claimed at the CMA.

To her side, the respondent through the legal services of Ms. Coletha Mwambola, learned advocate, similarly and accurately gave the background of the whole matter as done by the applicant. Submitting on the issues, she correctly figured it out that, the main contention of the applicant is based on the disciplinary letters being addressed to Cosmas Peter Kilian while his correct names are Cosmas Peter Matokeo.

The respondent referred this Court to the award of the CMA at page 3, where the arbitrator considered the evidence adduced by the respondent that, the applicant was using both names of Cosmas Peter Kilian and Cosmas Peter Matokeo. She averred that, the applicant's leave request form and the disciplinary hearing forms, were signed by the applicant himself by the names of Cosmas Peter Kilian and that such names appear in his NSSF credentials. It was the respondent's view that, if the applicant thought the attendance register book was important to resolve the issue of names, the said applicant would have sought reference by calling for it before the disciplinary hearing or at the CMA, but he did not. Added further that, regarding the provisions of section 15 (4) (a) of the ELRA, the employee had the duty to inform the employer of any changes, but the respondent was never informed of any changes by the applicant.

With the 2nd issue, the question whether the respondent had a fair reason to rely on to terminate the applicant from his employment, it was argued that, under section 37 of the ELRA, the employer is duty bound to prove that, such termination was fair. For a reason to be fair, it must arise from the employee's conduct, capacity, compatibility or retrenchment. She referred to the testimony adduced by DW1 before the CMA and maintained that, the reason for termination was absenteeism from the workplace for more than 5 days. She further made reference to Regulation 9 (1) of the Guidelines for the Disciplinary, Incapacity and Incompatibility Policy and Procedure in GN. No. 42 of 2007 which provides *inter-alia* that, absence from

work without acceptable reason for more than five working days constitutes misconduct leading to termination. She stressed that, on this facet, the applicant did not dispute the allegations of absenteeism.

The counsel said, fair procedures were followed and she drew the attention of the Court on page 7 of the award. She argues that, notice of termination was clear on the reason for termination. She cited the case of **Isaya Rahabura Gilio Vs. Nice Catering Co. Ltd, Labour Revision Application No. 43 of 2020, HCT Arusha**, where it was held that, absenteeism amounts to a good reason for termination.

Addressing on the issue of reliefs, the respondent cited the case of **Morogoro International School Vs. Hongo Manyanya (Civil Appeal 278 of 2021) [2023] TZCA 242 (10 May 2023)** and highlighted that, the employer may terminate the contract before the expiry, if the employee materially breaches the contract. The case of **Simon Daniel and Another Vs. Ngorongoro Oldean Mountain Lodge, Labour Revision No. 68 of 2020, HCT at Arusha** is also relevant as the same touches on the reliefs which the parties are entitled in case of termination the contract of employment.

The counsel underlined that, the applicant was not entitled to get any reliefs he is claiming because in the circumstance, cannot benefit from his own wrongs. She stressed that, the employment contract is clear that, the employer may terminate the contract without notice in case of absenteeism.

She concluded that, the applicant's application deserves to be dismissed due to a reason that, even the reliefs awarded to him were not correct under the circumstance.

By way of rejoinder, the applicant mainly reiterated what he submitted in chief and invited the Court to allow the application, quash and set aside the arbitral award and grant any other reliefs which the Court considers just and expedient to grant.

Having summarised the contending arguments made by the counsels for both sides and objectively considered the points of contention between the parties, and upon scrutiny of the entire records in line with what the applicant seeks before this Court, I find that the issue for consideration, determination and decision thereon is whether the application is meritorious or otherwise. Deducing from the parties' pleadings and submissions, two questions are decisive in this application. First of all, whether it was proper for the CMA to award the applicant only repatriation costs without awarding him subsistence allowance, and second; whether the termination was fair considering the fact that, there were two different names used by the applicant.

In an attempt to answer the above two questions, I find it apt to address the same in line with the facts of the case, case laws and principles relevant to Labour disputes in as much as the matter at hand is concerned. The first principle is that, an employer cannot terminate the employees service but only on substantive reasons and by following a fair procedure.

Also, it is the employer's duty to prove on the balance of probability that, termination was on fair ground and procedures. The law has been settled through statutes and precedents that, if the employer fails to prove that, the employment was terminated on substantive ground and in accordance with fair procedure, the termination is unfair. This is provided under sections 37 and 39 of the ELRA (supra) together with Rule 9 (3) and (5) of the Code of Good Practice (supra). Both parties are well aware of this position and they made reference in the course of building up their submissions. In the case of **Asanterabi Mkonyi Vs. TANESCO (Civil Appeal 53 of 2019) [2022] TZCA 96 (7 March 2022),** the CAT held *inter-alia* that: -

> *".....The above provision creates the concept of unfair termination of employment by defining "unfair termination of employment" as a termination where the employer fails to prove that the termination was for a valid and fair reason and that fair procedure was followed".*

Coming to the matter at hand, the respondent AKO Group Limited claims that, she terminated the applicant's employment when the applicant himself breached the employment contract. That, the applicant committed a misconduct which according to their employment contract, would lead to termination. I have had ample time to peruse the records of the CMA along with the exhibits tendered before it. I have learned that, the applicant was facing absenteeism charges and a disciplinary hearing was duly conducted. It

is shown that, the applicant first sought 14 days leave starting from 13/05/2021 and the same had to expire on 26/05/2021, but did not return back to his job place, until when he was served with the charge and summons for disciplinary hearing. Upon reading the proceedings conducted by the disciplinary committee, I noticed that, the applicant does not dispute the fact that, he absconded from his workplace while he was aware that, the said employment contract was already renewed. Exhibit DD1 shows clearly that, his leave was only for 14 days. I even found that, there is no dispute that the applicant extended his leave indefinitely, that is more than five days as alleged by the respondent.

I agree with the respondent that, absence from work may lead to termination of employment, if the employee maintains the absence for more than five working days according to the Guidelines for the Disciplinary Incapacity and Incompatibility Policy and Procedure. Again, it is known that where allegations of absenteeism are levelled against the employee, the employee must counter such allegations if he or she thinks they are not correct, otherwise such established absenteeism may justify termination. In the case of **Consolata Lekule Vs. PCCI Tanzania Limited (Revision Application No. 102 of 2021) [2022] TZHCLD 652,** the issue concerning the misconduct of absenteeism was discussed and the Court observed that: -

> *"The applicant's termination was based on Rule 1 (9) of the Code which elaborates that absence from work*

without permission or acceptable reason for more than 5 working days is a serious misconduct which justifies termination. It was therefore the applicant's duty to counter the allegations and prove that her absence was not contrary to the Item 9 Rule 1 of the Code. In the absence of any evidence to counter the respondent's evidence of the applicant's misconduct, the termination of the applicant remains substantively fair."

Since the applicant absconded from his work for more than five days, the fact which even before this Court is never disputed, it is my holding that, the respondent had a valid reason for termination. However, I am alive to the fact that, the applicant is seriously contesting on the propriety of his names as the charge, according to him had nothing to do with him. On this facet, I have considered both the argument aired by the applicant and the submission made by the respondent.

Generally, in normal circumstances, it is not usual or proper and convenient for the employer to maintain two different names of an employee without resolving the differences as to which names shall be used in official correspondence between the available names. Likewise, in the present case, the names of Cosmas Peter Kilian and Cosmas Peter Matokeo could not survive in the system of employment or pay roll of the employer, if the same meant two different persons. The respondent strongly maintained that, the applicant was using both names interchangeably, while the applicant himself

denied the allegation and claimed that he never had such names of Cosmas Peter Kilian, but confirmed that his real names are Cosmas Peter Matokeo. To resolve the dispute, I was obliged to read the Exhibits PD1, DDE3 and DD4 respectively. What I observed therein is that, it is clearly shown that the names of Cosmas Peter Kilian and Cosmas Peter Matokeo are names referring to a single person, who is the applicant herein. Even the CMA was of the same position that, the disparities of the names could not justify the applicant's failure to respond to the charges.

On this point, it is my considered view that, there was no any confusion regarding the names of the applicant, as in the records there are plentiful evidence suggesting that, truly the applicant used both names interchangeably. He even used them in other official correspondence. For instance, in his NSSF Membership Card and his leave application he registered himself as Cosmas Peter Kilian (DD4 and DD1 respectively). What featured in this case, has nothing to do with a defective charge as the applicant would want this Court to perceive when he cited a criminal case of **Gharib Ibrahim Vs. Republic** (supra).

Without prejudice to my observations, and insistence that employers must keep the employees' records properly and consistently to avoid confusion of the names of the employees, in this case, the differences are immaterial. I am also satisfied that, the charge was clear and the applicant was sufficiently aware of the charges he was facing, hence able to defend.

Even if it was an issue of misspelling of the names, this Court has had the position that mere misspelling would not invalidate the proceedings recorded at the CMA. See: **Daniel Nahumi Ngilangwa Vs. Kamaka (Labour Revision No. 328 of 2022) [2023] TZHCLD 1160.**

His decision voting not to enter his defence or answer to the charges, was based on his volition and waived his rights to defend. Declining to answer the charges was nothing but arrogance, which in my position would not favour him under the circumstance.

Besides, the procedure adopted by the respondent, including investigation before conduction of disciplinary hearing, was a sufficient adherence to Rule 13 of GN. No. 42 of 2007 which requires investigation must be conducted, notification be given to the employee specifying the transgressions committed and to avail a sufficient right to be heard. From the records, there is a letter dated 25/06/2021 which notified the applicant of the disciplinary transgression alleged and same required him to reply. He was again, called before the committee for disciplinary hearing which was duly conducted and, in my position, no prejudice to the applicant was occasioned. The registered complaints in grounds 2 and 4 are therefore baseless, and the same are dismissed altogether.

Coming to the last issue, whether or not under the circumstance the applicant was entitled to be paid TZS. 4,000,000/= being payment for repatriation and subsistence allowance as pleaded at the CMA, onset, I would

say that this claim is unreasonable and unjustifiable. It is trite law that, where an employment is terminated at any place other than the place of recruitment, the employer may repatriate the employee to the place of recruitment or pay the repatriation costs. Also, the employer will be responsible to pay subsistence allowance for the time he or she would be waiting for repatriation. Under section 43 (1) (2) of the ELRA, the law provides that: -

> *"Section 43 (1) - Where an employee's contract of employment is terminated at a place other than where the employee was recruited, the employer shall either:*
>
> *(a) transport the employee and his personal effects to the place of recruitment;*
>
> *(b) pay for the transportation of the employee to the place of recruitment; or*
>
> *(c) pay the employee an allowance for transportation to the place of recruitment in accordance with subsection (2) and daily subsistence expenses during the period, if any, between the date of termination of the contract and the date of transporting the employee and his family to the place of recruitment."*

As garnered from the records, the applicant was awarded TZS. 500,000/= as costs for repatriation from Kilosa to Dar Es Salaam and one-month salary in lieu of notice. The respondent's counsel submitted that the

applicant deserve nothing, even the said payment in lieu of notices because he is the one who breached the contract. On the other hand, the applicant is claiming that the award was inadequate.

In resolving this issue, I have considered the purpose of both repatriation costs and subsistence allowance, which is obviously to enable the employee reach back to his place of recruitment for the time he is laid off from employment and assist him survive for the time being, before repatriation. The cases of **Paul Yustus Nchia Vs. Mapinduzi and Another (Civil Appeal No. 85 of 2005) [2006] TZCA 90** and **Mantra Tanzania Limited Vs. Joaquim P. Bonaventure (Civil Application 385 of 2020) [2021] TZCA 347** are relevant to the circumstance of this case that. The law is settled that, upon termination the employee is entitled to repatriation and, when applicable, subsistence costs must be paid.

As to question whether the amount awarded was adequate or not, usually, it depends on the circumstances of each case. Under section 43 of the ELRA, repatriation costs are estimated at the current bus fare to the nearest station of the employee's place of recruitment. Sub-section 2 of section 43 read: -

> *"Section 43 (2) An allowance prescribed under subsection (1) (c) shall be equal to at least a bus fare to the bus station nearest to the place of recruitment."*

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Now, reading the provision of the law from The Employment and Labour Relations (General) Regulations GN. No. 47 of 2017 in respect of transportation allowance, it is further provided under Rule 16 (3) & (4) that: -

> *"Rule 16 (3) The tonnage entitlement for an employee shall be at least one and a half tones.*
>
> *(4) The rate of tonnage allowance shall be determined by the prevailing transportation costs of that particular time."*

It is apparent from the award of the CMA that, repatriation costs amounting to TZS. 500,000/= from Kilosa to Dar Es Salaam Region was awarded. I understand that, there was no exceptional circumstances facing the applicant, because even during the hearing of the disciplinary matter he did not state how he arrived to the figure he raised up to TZS. 4,000,000/= as indicated in the pleadings (CMA F.1). Though by estimation, I find that TZS. 500,000/= would suffice to meet the costs for transportation of the applicant and one and a half (1 ½) tones of his personal effects considering transportation costs of the current times. Judicial notice is taken on the distance from Kilosa to Dar Es Salaam which is around 289 Kilometres. The amount awarded to the appellant on this point was reasonable. The amount charged by the applicant, TZS. 4,000,000/= truly was an exaggeration and baseless.

Moreover, the applicant deserves to be paid his subsistence allowance, the fact not disputed by the respondent. The employer confirmed that, the

employment was terminated at Kilosa while the applicant's place of recruitment is in Dar Es Salaam Region. The applicant prays the Court to order for subsistence allowance under section 43 of the ELRA to cover the whole period of time from the date of termination to the date of full payment of repatriation costs. According to the law, subsistence allowance is calculated from the basis of the employee's basic salary at the daily rate as provided under Rule 16 (1) of The Employment and Labour Relations (General) Regulations GN. No. 47 of 2017 which articulates that: -

> *"Rule 16 (1) The subsistence expenses provided for under section 43 (1) (c) of the Act shall be quantified to daily basic wage or as may, from time to time, be determined by the relevant wage board."*

This Court is not aware of any rate relevant to the applicant set by the wage board. But there are authoritative precedents on how the daily wage should be calculated as it was underscored by the Apex Court of our Land in the cases of **Juma Akida Seuchago Vs. SBC Tanzania Ltd (Civil Appeal 7 of 2019) [2020] TZCA 319** and **Paul Yustus Nchia's case**. In the former case, for instance, the CAT held: -

> *"In the cases of Paul Yustus Nchia v. National Executive Secretary Chama cha Mapinduzi, Civil Appeal No. 85 of 2005 and Gaspar Peter v. Mtwara Urban Water Supply Authority (Mtuwasa), Civil Appeal No. 35 of 2017 (both*

unreported), the Court endorsed payment to the claimants on the basis of the monthly basic wage salary. We are firm that there is justification, and that it was, and still is, good law today."

In my reasoning, I find that when the subsistence cost in question is for more than one-month, then a basic wage can be used to calculate subsistence allowance under the provisions cited above, if there is no rate provided by the wage board.

The applicant's employment was terminated on 01/06/2021, which would mean that, the respondent is required to pay the applicant subsistence allowance of more than two years as repatriation was not properly so made. I have considered the whole surrounding circumstance of the matter at hand, and the main objective of labour justice system in our jurisdiction and I do not find that it is reasonable to award such amount as suggested by the applicant. To strike the balance to the end of justice, I thus award the applicant subsistence allowance for thirty (30) days which is equivalent to one-month salary; that is TZS. 450,000/=.

Apart from that, I have also considered the fact that the award of one-month salary in lieu of notice, was unjustified. The law is clear that, such award is made when the employer is the one who terminated the employment or generally when termination was unfair. But in this case, as observed, the applicant is the one who breached the employment contract while being

aware of his duty. If the law would allow such payment in lieu of notice, it would be unjust to the employer and same would defeat the main object of the ELRA under section 3. I will thus, set aside the compensation of one-month salary in lieu of notice. This makes the total entitlement of the applicant to be TZS. 950,000/=.

In the premises, save for the variations and observations I have made, I find no merits in this Labour Revision Application and dismiss it with no order as to costs. Order accordingly.

DATED at **MOROGORO** this 12th day of December, 2023.

M. J. CHABA

JUDGE

12/12/2023

Court:

Ruling delivered under my hand and the Seal of the Court in Chamber's this 12th day of December, 2023 in the presence Mr. Niragira learned Counsel for the Respondent and in the presence of the Applicant who appeared in persons and unrepresented.

E.C. LUKUMAI

DEPUTY REGISTRAR

12/12/2023

Court:

Rights of the parties to Appeal to the Court of Appeal of Tanzania fully explained.

E.C. LUKUMAI

DEPUTY REGISTRAR

12/12/2023