IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

MUSOMA SUB-REGISTRY

AT MUSOMA

CIVIL APPLICATION NO. 1320 /2024

BETWEEN

ELISHA JAMES MANG'OMBE.....1ST APPLICANT

NYANGI MARERE GAUGERI.....2ND APPLICANT

AND

MOIVARO INVESTMENT..... RESPONDENT

JUDGMENT OF THE COURT

23/05/2024 & 18/06/2024

Kafanabo, J.:

This is an application for revision involving a labour matter and emanates from a decision of the Commission for Mediation and Arbitration at Musoma (Hon. Wamballi, V.) in labour dispute number CMA/MUS/83/2022.

The application is made under sections 91 (1) (a) (b), 91 (2) (a) (b) (c), and 94 (1)(b)(i) of the **Employment and Labour Relation Act, Cap. 366 R.E. 2019** and Rule 24(1), 24(2)(a)(b)(c)(d)(e)(f), 24(3)(a)(b)(c)(d) and Rule 28(1)(c)(d)(e) of the **Labour Court Rules, 2007**.

The Applicants' major prayers, according to the chamber summons, are that the Honorable Court be pleased to call, revise, and set aside the Arbitrator's decision in respect of Labour Dispute No. CMA /MUS /83 /2022 of the Commission for Mediation and Arbitration at Musoma. Also, the

Honorable Court be pleased to grant the Applicants, salary arrears as prayed in the CMA Form No. 01.

The background of the matter is that the Respondent is a company engaged in tourism business and operates its business within the Serengeti National Park, having its headquarters in Arusha. The Applicants are employees of the Respondent on the permanent term contract from 2013, and 2011 respectively being paid different salaries according to their skills and experience.

According to the Applicants, in March 2020, during the COVID-19 outbreak, they were told orally by the Respondent to take paid leave and the same was agreed by both parties. Whilst on the said paid leave, the Respondent failed to honour the promise of paying the salaries to the Applicants.

On 7th February 2022, the Applicants wrote a letter of reminder to the Respondent on the payment of the said salaries as agreed but their efforts were in vain. In March 2022, the Applicants referred the matter to the Labour Officer of Musoma Municipality on the nonpayment of their salaries by the Respondent. The Labour Officer instructed the Respondent to pay the said salary arrears, however, the Respondent did not honour the directive.

The Applicants took measures to table oral discussion with the Respondent on the fate of their employment and the promise to pay their salaries while on leave but nothing was achieved. The Applicants referred the matter to the Commission for Mediation and Arbitration (CMA) claiming among other things payment of salary arrears. The CMA decided that the

Applicants were not entitled to the payment of salary arrears and their claims in terms of amount stated in CMA Form No. 01 were null and void.

The Applicants fault the CMA's Arbitrator that he erred in law and fact by failing to evaluate the evidence before him and arrive at a conclusion that there was an oral agreement that Applicants should go on paid leave, that the Respondent did not pay the salary arrears to the Applicants as agreed without justifications, that the Applicants were not retrenched as claimed by the Respondent, that the Applicants neither refused to work nor left their workplace intentionally.

In the affidavit supporting the application, the Applicants raised the following legal issues for determination:

(i) Whether there was an oral agreement between the Applicants and the Respondent to take leave with pay in 2020?

(ii) Whether the Applicants are entitled to the payment of salary Arrears?

(iii) Whether the Respondent proved before CMA that the Applicants were retrenched after the outbreak of COVID-19 in 2020?

The Respondent filed a counter affidavit opposing the application but for the reasons which will be explained shortly in this Judgment, the said counter affidavit will not be considered.

When the matter was called for hearing Mr. Ernest Mhagama, Advocate entered an appearance for the Applicants and Mr. Elphas Musa Ali (Respondent's Operations Officer) entered an appearance for the

Respondent and both parties were eager and ready to proceed with the hearing of the matter.

Before hearing the application on merits, the court invited the parties to, first, address the court on the status of the counter affidavit filed on 28th February 2024, whose contents have not been verified and which did not have the jurat of attestation clause.

Mr. Elphas Musa Ali, the Respondent's representative, was first to address the court taking into account the fact that the counter affidavit in question was filed by the Respondent. He submitted that after being served with the application on 20/02/2024 the Respondent filed the counter affidavit on 28/02/2024 and served the same on the Applicant on the same day. After that, there was a system problem. Then he submitted that he left it to the court to decide.

Responding to Mr. Ali's submission, the Applicants' counsel submitted that the Respondent's affidavit is defective because it does not have a jurat of attestation clause and has not been verified. The jurat of attestation clause and verification clauses are key components of the affidavit. In the absence of the jurat of attestation and verification clauses, the affidavit becomes defective and thus should be expunged from the record. The case of **DPP v Dodoli Kapufi Criminal Appeal No. 11 of 2008** was cited by the Applicant's counsel in bolstering his submission.

Since the parties have been duly heard on the matter, it is the turn of this court to determine the issue. It is a view of this court that the jurat of attestation clause is an integral part of an affidavit, the absence of the same

in an affidavit, or a counter affidavit renders the affidavit unlawful and incurably defective. Section 8 of the **Notaries Public and Commissioners for Oaths Act [CAP. 12 R.E. 2019]** provides that:

> *"Every notary public and commissioner for oaths before whom any oath or affidavit is taken or made under this Act shall insert his name and state truly in the jurat of attestation at what place and on what date the oath or affidavit is taken or made".*

The Respondent's counter affidavit has neither the jurat of attestation nor verification clause. This means that the counter affidavit was made contrary to the above-referred section 8 and thus incurably defective. This position has been reiterated in several authorities including the Court of Appeal cases in **Linda Cosmas vs George Shida & Others (Civil Application No.183/08 of 2020) [2023] TZCA 17439** (21 July 2023) and **Director of Public Prosecutions vs Dodoli Kapufi & Another (Criminal Application 11 of 2008) [2011] TZCA** 46 (6 May 2011).

It is, therefore, a firm view of this court that since the Respondent's affidavit has neither the verification clause nor the jurat of attestation clause, the same cannot be saved by the principle of overriding objective which this court is alive to. Under the circumstances, the Respondent's counter affidavit is hereby expunged from the record.

Having expunged the counter affidavit, this court is aware that the Respondent will still have a right of audience, especially on matters of law. Therefore, the parties were invited to address the court on the merits of the

application for revision. This time the turn to commence addressing the Court was that of the Applicants' counsel.

Supporting the application, the Applicants' counsel commenced his submission by adopting the affidavit of Ernest Mhagama as part of the Applicants' submission. The Applicants' counsel submitted that in the affidavit supporting the application, there are three legal issues which he addressed seriatim.

The first issue as set forth by the Applicants' counsel was whether there was an oral agreement between the applicants and the Respondent to take paid leave in the year 2020.

The Applicant's Counsel submitted that there was an oral agreement between the Applicants and the Respondent to take leave with pay after the COVID-19 outbreak. It was submitted that when the Applicants testified in the CMA (PW1 and PW2) proved that there was an oral agreement between the parties for the Applicants to go on a paid leave. After the Respondent's failure to pay the Applicants' salaries when on the said paid leave, the Applicants complained to the Labour Officer vide letters which were admitted in the CMA as exhibits P1C and P2B. The Labour Officer communicated the Applicants' complaint to the Respondent by a letter admitted as exhibit P1D in the CMA.

It was further submitted that the Respondent did not produce any document, witness, or evidence showing that the claim of the Applicants was not valid. The Respondent was required to prove how the Applicants exited the employment, but there was none.

The Respondent on his part submitted that the present dispute was caused by the outbreak of Covid-19 and that the parties herein have a very good relationship. It was further submitted that the Respondent had no oral agreement with any of his employees, and that is why the Applicants' contracts of employment were written. The Respondent submitted that she did not enter into oral agreements with the Applicants to go on paid leave.

It was further submitted by the Respondent that the government ordered the closure of all businesses on 25/02/2020 after the outbreak of the Covid -19 all contracts of employment ceased. It was submitted that clause 17 of exhibit D1, a contract of employment, indicated that the contract could be terminated by the order of the government. It was the Respondent's view that the proclamation of the government overrides the contracts by parties if safety is at stake.

The Respondent further submitted that on 28/02/2020 they met with all the employees including the 2nd Applicant, and that the representatives of employees from COTWU (a trade union) attended the meeting. It was also submitted that the 1st Applicant was not there because he had absconded from employment on 12/02/2020. The purpose of the meeting was to inform the employees about the situation that led to the closure of business after the Covid-19 outbreak, and that there were only two options for employees to choose from.

It was submitted that the options were either; *one*, they (employees) either go home by taking leave without pay, or two they resign and be paid their entitlements and upkeep and, when business resumes, they would start

employment afresh, if they wish. The Respondent submitted that the 2nd Applicant agreed voluntarily to go on leave without pay and that she signed a form of leave without pay which is in her file to date. It was further submitted that the form of leave without pay signed by the employees was for three months, but COVID-19 persisted and all employees were informed via phone to continue with their leave because the government had banned gatherings to prevent contraction and transmission of Covid-19. The Respondent also submitted that the 2nd Applicant did not volunteer to be retrenched, but the 1st Applicant could not be consulted because he had absconded.

It was submitted that on 1st March 2020, when all employees left the workplace, the 1st Applicant was not at the workplace because he had absconded from work. The Respondent denied that the 2nd Applicant had an oral agreement with the Respondent to go on a paid leave, but had agreed in writing to go on unpaid leave. It was further insisted by the Respondent that the 2nd Applicant was present during the meeting when all employees were asked to go home.

Having duly heard the parties it is ripe for the court to resolve the entanglement on the first legal issue as set forth herein above. In light of the above submissions and the record, the following matters came out clearly:

1. Until the outbreak of the COVID-19 the Applicants were the lawful employees of the Respondent.

2. The employer took measures to retrench some of her employees, but the Applicants were not part of the retrenched employees.
3. That on 1st March 2020, the Applicants, at the initiation of the employer went on leave pending resumption of business and stabilization of business environment.
4. There is no proof on record that the Applicants' employment was terminated at any point in time since they were asked to go on leave.
5. No disciplinary action was taken against the 1st Applicant who, as alleged by the Respondent, absconded from employment before the retrenchment process took place and before the other employees went on the alleged unpaid leave.

However, the parties herein parted ways on the nature of leave taken by the Applicants. The Respondent is adamant that the leave taken was unpaid, whilst the Applicants are of the view that they took a paid leave.

In the Respondent's submission, Mr. Elphas Musa Ali (Respondent's Operations Officer), made it categorically clear the Respondents do not have oral agreements with their employees. He alleged that some employees agreed to be retrenched as proved by exhibit D2, but the 2nd Applicant did not agree to be retrenched because her name did not appear in the said exhibit, and the 1st Applicant had absconded from work. The Respondent submitted that the 2nd Applicant agreed to take unpaid leave, however, no written agreement was tendered as evidence to prove the alleged fact, or which could have supported the purported company's policy of not entering into oral agreements with the employees.

Moreover, it is this court's firm position that since the Applicants' contracts of employment were in writing the same could not be altered orally to the effect that the Applicants had agreed to go on leave without pay. For the avoidance of doubt, let this court revisit the law on proof of contents of a document.

Section 61 of the **Evidence Act, Cap. 06 R.E. 2019** provides that:

> ***61.*** *All facts,* ***except the contents of documents****, may be proved by oral evidence.*

Moreover, section 63 of the **Evidence Act** (supra) provides that:

> ***63.*** *The contents of documents may be proved either by primary or by secondary evidence*.

In light of the sections of the Evidence Act(supra) above reproduced, the contents of a document may only be proved by either primary or secondary evidence, which does not include oral evidence.

Also, section 100 of the **Evidence Act** (supra) provides that:

> *(1) When the terms of a contract, grant, or any other disposition of property, have been reduced to the form of a document, and in all cases in which any matter is required by law to be reduced to the form of a document****, no evidence shall be given in proof of the terms of such contract, grant, or other disposition of property, or of such matter except the document itself****, or secondary evidence of its contents in cases in which secondary evidence is admissible under the provisions of this Act*.

Likewise, section 101 of the **Evidence Act** (supra) provides that:

> *When the terms of a contract, grant or other disposition of property, or any matter required by law to be reduced to the form of a document, have been proved according to section 100,* ***no evidence of any oral agreement or statement shall be admitted, as between the parties to that instrument or their representatives in interest, for the purpose of contradicting, varying, adding to or subtracting from its terms.***

In light of the above sections of the **Evidence Act** (supra), all the above sections make it clear that the terms of a written agreement cannot be contradicted, varied, added, or subtracted from by any oral agreement or statement between the parties to that instrument.

There is also a plethora of authorities in that respect from the apex Court in our jurisdiction. To revisit a few; in the case of **Tanzania Ports Authority & Another vs Kabeza Multi Scrapper Ltd & Another (Civil Appeal No.72 of 2022) [2023] TZCA 17322 (12 June 2023) the Court of Appeal held that:**

> *"Our interpretation of the cited provisions is that, oral evidence cannot be used to prove, vary, contradict, subtract or add the contents of matter which is documented."*

It was further held that:

"In the circumstances, the respondents were barred from adducing oral evidence for the purpose of adding or varying the contents of exhibit P5 which they had tendered in support of their claim."

Moreover, in the case of **Daniel Apael Urio vs Exim T. Bank (Civil Appeal 185 of 2019) [2020] TZCA 163 (26 March 2020)** it was held that:

Since the agreement between the two was documented, undoubtedly its proof ought to be by way of the best evidence rule that is, through primary (original) document, which would in turn be in harmony with the stipulation under the provisions of section 61 of the TEA, which provides that:

> *'All facts except the contents of documents, may be proved by oral evidence.'*

Our interpretation of the wording in the above provision of law, which is in agreement with what was submitted by the learned counsel for the respondent, is that oral evidence cannot be used to prove the contents of a document. In that regard, we would have expected prima facie, to find some documentary evidence to establish that, there was indeed an agreement entered between the two. The necessity arises from the fact that the alleged agreement was strenuously resisted by the respondent in the written statement, who went on producing exhibit D2 that is, the forms which were filled by the appellant while

opening the other accounts, which he operates in the respondent bank."

Substantiating the above provisions of the Evidence Act(supra) and the Court of Appeal authorities, contracts of employment are, by law, required to be in writing. Sections 14(2) and 15 of the **Employment and Labour Relations Act, Cap. 366 R.E. 2019** provides that:

"14(2) *A contract with an employee shall be in writing if the contract provides that the employee is to work within or outside the United Republic of Tanzania.*

15*.-(1) Subject to the provisions of subsection (2) of section 19, an employer shall supply an employee, when the employee commences employment, with the following particulars in writing,*
namely-

(a) name, age, permanent address and sex of the employee;
(b) place of recruitment;
(c) job description;
(d) date of commencement;
(e) form and duration of the contract;
(f) place of work;
(g) hours of work;
(h) ***remuneration, the method of its calculation, and details of any benefits or payments in kind;*** *and*
(i) any other prescribed matter.

(2) If all the particulars referred to in subsection (1) are stated in a written contract and the employer has supplied the employee with that contract, then the employer may not furnish the written statement referred to in section 14.

(3) If an employee does not understand the written particulars, the employer shall ensure that they are explained to the employee in a manner that the employee understands.

(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.***

(5) The employer shall keep the written particulars prescribed in subsection (1) for a period of five years after the termination of employment.

(6) ***If in any legal proceedings, an employer fails to produce a written contract or the written particulars prescribed in subsection (1), the burden of proving or disproving an alleged term of employment stipulated in subsection (1) shall be on the employer."***

From the record in general and the Respondent's own admission the Applicants' contracts of employment were in writing and as evidenced by a sample contract of employment admitted as exhibit D1. This means that the Respondent complied with the law in ensuring that the Applicants' contracts of employment are in writing. However, the Respondent claims to have

agreed in writing, again, especially with the second Applicant that she took unpaid leave. The alleged fact was not proved by any written agreement in compliance with section 15(4) of the **Employment and Labour Relations Act**(supra) which would have changed or suspended the Applicants' contracts of employment with a remuneration tagged on monthly salary to unpaid leave as alleged by the Respondent.

There was also no written proof that the 1st Applicant had absconded from employment and no proof that disciplinary actions were taken against him. However, it was admitted by the Respondent that the 1st Applicant was the Respondent's employee and he was not part of the retrenchment process undertaken by the Respondent during the COVID-19 pandemic.

Moreover, the alleged agreement with the Applicant(s) to go on an unpaid leave would have amounted to amending the Applicants' contract of employment, and the particulars provided under section 15(1) above reproduced. It follows that in terms of section 15(6) of the **Employment and Labour Relations Act** (supra), the burden of proving that the Applicants agreed to go on unpaid leave lies on the employer (the Respondent).

Since the employer failed to prove the same in the CMA and in the absence of the express agreement between the Applicants and the Respondent on taking the unpaid leave, this court chooses to believe the Applicants that they had agreed to go on a paid leave because of the following reasons:

1. The Applicants' claim goes in line with their contract of employment which is that the Applicants being employees of the Respondent were and are to be paid monthly salaries;
2. This position is also supported by the position of the law on the right of employees to be remunerated under section 27 of the **Employment and Labour Relations Act (supra).** The right is also stipulated under Article 23 of the **Constitution of the United Republic of Tanzania, 1977;**
3. There is no proof that the contracts of employment of the Applicants were amended to accommodate the unpaid leave by agreement of both parties, and there is no proof of a separate agreement on the said unpaid leave; and
4. There is no proof that the Applicants' contracts of employment were terminated in any manner recognized by law.

Further, the reasons advanced in the CMA by the Respondent to justify her actions, was that there was an outbreak of Covid-19 in respect of which her business was compelled to halt. This means that the cessation of the employees' contracts, if any, fell in the aspect of termination of employment based on operational requirements, and some employees had to be retrenched.

There is evidence on record that the Respondent retrenched some of her employees during the period under review. However, in order to reach that stage, there is a prescribed procedure to which the Applicant was supposed to adhere to. Section 38 of the **Employment and Labour Relations Act** (supra) provides a procedure that requires an agreement to be reached

between the parties. Since the Respondent managed to convene meetings during the said Covid-19 period with the employees and their trade union (COTWU), and reached a retrenchment agreement with some employees as evidenced by **exhibit D2** dated 18 August 2020, it is evident that the Respondent could have prepared an agreement with the Applicants that they agreed to go on leave without pay. In the absence of the said agreement the law provides guidance in that respect, section 38(2) and (3) of the Employment and Labour Relations Act provides that:

> *"(2) Where in the consultations held in terms of sub-section (1) no agreement is reached between the parties; the matter shall be referred to mediation under Part VIII of this Act.*
>
> *(3) Where the mediation has failed, the dispute shall be referred for arbitration which shall be concluded within thirty days during which period no retrenchment shall take effect and, where the employees are dissatisfied with the award and are desirous to proceed with revision to the Labour Court under section 91(2), the employer may proceed with their retrenchment*."

In the present case, the Applicants were not part of the retrenched employees and there is no agreement that they agreed to go on unpaid leave. Section 38(2)(3) of the **Employment and Labour Relations Act** (supra) requires the matter to be referred to mediation and eventually to arbitration. However, in the case at hand, the said requirement of the law was not complied with. Then the inevitable conclusion is that the contract of employment between the Applicants and the Respondent continued to be in force and the parties were required to implement the same, unless

terminated according to law. Therefore, the 1st legal issue is answered in the affirmative.

The 2nd legal issue for the determination as per the Applicants' affidavit and the submissions of the Applicants' learned counsel is whether the Applicants are entitled to the payments of salary arrears.

The Applicant's learned counsel submitted that the major issue during the trial in the CMA was for the applicants' claim of salaries during their paid leave. It was his submission that the Applicants managed to prove that the Applicants went on paid leave and that they had valid salary claims. During the hearing at CMA, the respondent defended herself that the Applicants were retrenched. This was said by DW1 and DW2 who were the Respondent's witnesses. They tendered exhibits D1 and D2. Surprisingly, in the lists of retrenched employees, there are no names of DW1 and DW2 and there are no names of the Applicants as well.

It was further submitted that, if the names of DW1 and DW2 and the Applicants are not in the lists of retrenched employees it means that they were not part of the retrenchment process together with DW1 and DW2. Exhibits D1 and D2 are documentary evidence that are supposed to be self-explanatory and do not require oral testimony according to section 61 of the **Evidence Act, Cap 6 R.E. 2019**. The said section was considered in the case of **Daniel Apael Urio vs Exim T. Bank (Civil Appeal 185 of 2019) [2020] TZCA 163 (26 March 2020)**. Documentary evidence does not require oral proof. Hence since the Applicants were not part of the

retrenchment as per the exhibits on record, oral testimony of witnesses cannot replace the same.

Moreover, it was argued by the Applicants' counsel that since there was no other evidence on how the Applicants exited their employment, then the Applicants' testimony that they left employment on a paid leave be accorded weight. It was submitted that the Arbitrator did not consider exhibits D1 and D2 and the Arbitrator did not consider and determine the issue of retrenchment. The right to be remunerated is every employee's right according to section 27 of the **Employment and Labour Relations Act** (supra), and it is wrong for the employer not to pay the employee his salary. Article 23(2) of the **Constitution of the United Republic of Tanzania, 1977** provides for payment of every employee's remuneration. Contrary to that is a violation of the constitutional right and unfair labour practice under section 3(f) and (g) of the **Employment and Labour Relations Act** (supra).

The Applicants' counsel submitted that the Arbitrator erred in holding that the Applicants were not entitled to payment of salary because they were not working. It was submitted that it was the duty of the employer to assign work to the employee, and the employee is not paid a salary because he works but because he is the employee. The Applicants were not retrenched and the employer has never informed any of the Applicants regarding their status of employment. It was wrong for the Arbitrator to hold that the Covid-19 pandemic caused the employer to be unable to pay the Applicants their salaries.

The Respondent on his part submitted that the Applicants are not entitled to be paid salaries because they did not produce for any single day for them to be entitled to be paid a salary. The Applicants could not be assigned work because of the COVID-19 outbreak. It was submitted that the Respondent could not violate the directive of the government. The Court should consider the evidence of DW1 and DW2.

Having decided the first issue in the affirmative that the Applicants were on paid leave, the second issue on whether the Applicants were entitled to be paid salaries whilst on paid leave will not detain this court. This is due to the fact that the Applicants proved that their contracts of employment were neither terminated nor amended and not suspended. It follows that the Applicants were entitled to be paid their salaries as any other employee for the period under review.

The issue of payment of salaries tasked this court immensely, especially on the aspect of how long the salaries would be paid. The Court with an expectation to be assisted by the parties, summoned the parties on 30/05/2024 to address the court on two issues, *one*, if the court decides that the Applicants were on either the paid or unpaid leave, how long it would last, and, *two*, what would be the status of employment relationship either way. All parties attended and the Applicants' counsel submitted that the status of the Applicants' employment is that they are still employees of the Respondent waiting to be called back to work because the employment relationship was not terminated. The Respondent submitted that the situation on their business remained dire until June 2023 when the 2nd Applicant was called back to work but refused because of this dispute

pending in court and that they have no problem with the 2nd Applicant if she wants to go back to work. As regards the 1st Applicant the Respondent submitted that he should go to the Respondent to sort out his abscondment.

However, the said parties' submissions were not of assistance in determining how long the Applicants should be paid their salaries. The status as per the record is that the Applicants claimed payment of salary arrears from March 2020 to the date they filed the complaint which is 11/09/2022. The 1st Applicant claimed for the payment of Tanzania Shillings 9,631,500/= and the 2nd Applicant claimed for payment of Tanzania Shillings 7,482,600/=.

The question of how long the entitlements of unpaid salaries would go is quite elusive taking into account the objectives of labour law. In the interest of justice, and taking into account the rights of the Applicants and the economic prosperity of the Respondent, it safe for this court to order payment of salary arrears as prayed for in the CMA Form No. 01 as follows:

1. The Respondent should pay the 1st Applicant an amount of Tanzania Shillings 9,631,500/= being salary arrears.
2. The Respondent should also pay the 2nd Applicant Tanzania Shillings 7,482,600/= being salary arrears.

Other dimensions of the dispute although come clearly as consequential matters in the dispute will not be determined by this court because they were not pleaded in the CMA Form No. 01.

Having determined the matter as herein above the 3rd issue is of no consequence if determined and would be an exercise in futility.

Under the circumstances the application for revision is allowed, the CMA's award dated 08/12/2023 is hereby quashed and set aside. The Respondent should pay the 1st Applicant an amount of Tanzania Shillings

9,631,500/= being salary arrears. The Respondent should also pay the 2nd Applicant Tanzania Shillings 7,482,600/= being salary arrears.

It is so ordered.

Dated at **Musoma** this 18th day of June, 2024.

K. I. Kafanabo
Judge

The judgment was delivered in the presence of the Applicants and in the absence of the Respondent who was duly aware of the date of judgment.

K. I. Kafanabo
Judge
18/06/2024