

**IN THE HIGH COURT OF TANZANIA  
LABOUR DIVISION  
AT DAR ES SALAAM**

**REVISION NO. 316 OF 2020**

*(Arising from Labour Dispute No. CMA/DSM/KIN/R.243/18/104)*

**BETWEEN**

**EASTER MWANJESA ..... APPLICANT**

**VERSUS**

**DSW (Deutsche Stiftung Weltbevoelkerung) .....RESPONDENT**

**JUDGMENT**

*Date of Last Order: 2<sup>nd</sup> December, 2021*

*Date of Judgment: 18<sup>th</sup> March, 2022*

**I. Arufani, J.**

This judgment is for the application for revision filed in this court by the applicant against the award issued by the Commission for Mediation and Arbitration (hereinafter referred as the CMA) in Labour Dispute No. CMA/DSM/KIN/R.243/18/104 dated 22<sup>nd</sup> February 2019. The application is supported by the affidavit sworn by the applicant and is opposed by the counter affidavit sworn by Johnson Laideson, the respondent's Human Resource Officer.

The brief background of the matter as can be found in the record of the matter is to the effect that, the applicant was employed by the respondent with effect from 1<sup>st</sup> December, 2014 on a fixed

term contract to work in a position of Senior Liaison and Advocacy Officer in Dar er Salaam Office. Her contract of employment with the respondent was renewed on several times until 31<sup>st</sup> December, 2017. On 25<sup>th</sup> January, 2018 the applicant was informed by the respondent that her contract of employment expired on 31<sup>st</sup> December, 2017. The applicant was aggrieved by the information of termination of her fixed term contract of employment and referred her complaint to the CMA basing on ground of unfair termination of her employment. After hearing the matter, the CMA decided the matter in favour of the respondent after finding there was no termination of employment of the applicant but the contract came to an end automatically after expiration of its period.

The applicant was dissatisfied by the award issued by the CMA and filed the present application in this court beseeching the court to revise, quash and set aside the award of the CMA. The grounds relied upon by the applicant to urge the court to revise the impugned award are deposed at paragraph 14 of the affidavit supporting the application and they are reading as follows:-

- 1. Whether it was proper for the CMA to hold that, there was no breach of contract or unfair termination without taking into account or considering the fact that there was*

*reasonable expectation of renewal on my part upon the same being renewed for two times in the past.*

- 2. Whether it was proper for the CMA to hold that the notice given to me to attend the Human Resource Meeting was basically to remind me that my contract had already ended, when the testimonies of the respondent's witnesses said completely otherwise.*
- 3. Whether it was proper for the CMA to disregard my statement that, after returning to work on 15<sup>th</sup> January, 2018 from my emergency leave, I continued working up to 1<sup>st</sup> February, 2018 when I received a letter reminding me that my contract had ended since 31<sup>st</sup> December, 2017.*
- 4. Whether it was proper for the CMA to disregard the fact that the respondent's conduct before and after 31<sup>st</sup> December, 2017 (the date scheduled for the end of the employment contract) created nothing but reasonable expectation on my part. The conducts include; inviting me to the HR meeting at Head Office in Arusha on 17<sup>th</sup> January, 2018 which was a custom in order to set the annual targets and expectation for the ensuing year, promising allowance and accommodation for my trip and stay in Arusha as if I was still in active employee of the respondent.*

The applicant was represented in the application by Ms. Angetile Mwakilembe, Learned Advocate and the respondent was

represented by Mr. Emmanuel Nkoma, Learned Advocate. The counsel for the parties prayed and allowed to argue the application by way of written submission. The counsel for the applicant argued the first and fourth issues together and argued the rest of the issues separately.

The counsel for the Applicant stated in relation to the first and fourth issues that, there is no dispute that the Applicant was employed by the Respondent from 2014 and continued with the employment until 1<sup>st</sup> February, 2018. She stated that, the contract was for one year and termination of the applicant's employment by the respondent was unjustified and violated the procedural requirements. The counsel for the applicant argued that, the respondent used expiry of the contract as a ground to do away with the legal requirements as the contract expired on 31<sup>st</sup> December, 2017 but the applicant was thrown out of employment on 1<sup>st</sup> February, 2018 which was thirty days from the actual date of expiration of the contract.

The applicant's counsel argued that, the applicant's health condition started to deteriorate from late November, 2017. She stated that, on 4<sup>th</sup> December, 2017 the applicant applied for sick leave from

4<sup>th</sup> December, 2017 to 15<sup>th</sup> December, 2017. As at the end of the leave she had not yet recovered, she wrote an email to the Human Resources Officer and her immediate Supervisor to ask for extension of the leave to 15<sup>th</sup> January, 2018. The counsel for the applicant stated that, all that time the applicant was still an employee of the respondent as shown by exhibits E2 and E3. She went on stating that, the applicant resumed the work on 15<sup>th</sup> January, 2018 and continued with work until 1<sup>st</sup> February, 2018 when she received a letter from the respondent dated 25<sup>th</sup> January, 2018 informing her about expiration of the contract as shown by exhibit E4 and D4.

She contended that, on 17<sup>th</sup> January, 2018 the respondent emailed the applicant inviting her to attend a Human Resources Officers' Meeting in Arusha on 22<sup>nd</sup> January, 2018 as it was their norm every start of the year to have such a meeting as evidenced by exhibit E5. She was offered a bus ticket refund, a hotel accommodation and employee travelling allowance as shown by the testimonies of DW1 and DW3 together with exhibit E6.

She cited section 36 (a) (iii) of the Employment and Labour Relations Act No. 6 of 2004 (hereinafter referred as ELRA) and stated that, the applicant had reasonable expectation of renewal of her

contract because there had been several previous renewals of her fixed term contracts of employment. She stated that, the respondents' conduct prior and after the date of expiration of the contract of not issuing to her a notice of expiration of the contract and non-renewal of the contract plus non-payment of one month salary in lieu of notice before the contract comes to an end caused the applicant to form an expectation of renewal of the contract.

The counsel for the applicant submitted that, when the applicant applied for extension of her sick leave, she was expecting if the respondent was no longer intending to renew the contract, she would have made it clear to her that they would have not renewed her fixed term contract. However, instead of doing so the respondent waited until when the applicant reported to the work is when the respondent invited the applicant to go to the Human Resources Officers' meeting at the head office in Arusha. She argued that, the act of leaving the applicant to continue to work from 15<sup>th</sup> January 2018 to 1<sup>st</sup> February 2018 as showing by exhibit E4 (office attendance register) shows, the applicants' contract was automatically renewed as provided under Rule 4 (3) of the

Employment and Labour Relation (Code of Good Practice) No. 42 of 2007.

To fortify her argument, she cited in her submission the case of **Christina Christopher V. Board of Progressive Islamic Education Foundation**, [2014] LCCD 79 where it was stated that, employees on fixed term contract are covered under the provisions of unfair termination. She also cited the case of **Denis Kalua Said Mngombe V. Flamingo Cafeteria**, [2011 – 2012] LCCD 49 where it was stated it was unlawful for the employer to end the fixed term employment contract without valid reason where the employees had reasonable expectation of renewal of the contract. She also cited the case of **Shedrack Haruna & 16 Others V. Interchick Company Limited** [2014] LCCD 108, where it was stated that, as the employees were left to continue with work after expiration of the fixed term contract, they developed a reasonable expectation of renewal of the fixed term contract.

The counsel for the applicant argued in relation to the second issue that, the Arbitrator stated the applicant was given notice of attending Human Resources Officers' Meeting at Arusha to be reminded her contract had already expired. She argued that, they

failed to understand how the Arbitrator came up with the stated view as a reason for the applicant to be invited in the said meeting as neither the applicant nor any of the respondent's witnesses gave such evidence.

She argued that, one may wonder why the applicant would have been called all away from Dar es Salaam to Arusha just to be reminded that her employment contract had come to an end. She stated that, the effect of the Arbitrator to introduce new facts that were not stated by the parties vitiated the decision of the Arbitrator. She cited the case of **Rebeca Misungwi Kabadi V. Kisatya Mazoya & Others**, HCLD Land Appeal No. 22 of 2020 where it was stated that, the chairman was completely wrong to deal with the issue which was not raised by the parties.

The counsel for the applicant argued in relation to the third issue that, if the Arbitrator considered uncontroverted evidence given by the applicant that she resumed the work on 15<sup>th</sup> January, 2018 and continued with the work until 1<sup>st</sup> February, 2018 she would have found the applicant's employment contract was automatically renewed by default. She cited Rule 4 (3) of the GN. No. 42 of 2007 where it is stated a fixed term contract may be renewed by default if



an employee continued to work after expiration of the fixed term contract and circumstances warrant it. She cited the case of **Shedrack Haruna & Others V. Interchick Company Limited** [2014] LCCD 108 where it was stated that, as the applicants continued with the work after expiration of the period of the contract, the applicants developed a reasonable expectation of renewal of their contract of employment.

The applicant's counsel was of the view that there was no genuine or valid reason for terminating the applicant's employment but the respondent was aggrieved by the applicants' failure to attend the Human Resources Officers' Meeting at the head office in Arusha as shown by exhibit E6 and decided to use expiration of the period of her fixed term contract of employment as a reason for terminating her contract of employment. She cited in her submission the case of **Tanzania Revenue Authority V. Andrew Mapunda**, [2015] LCCD 1 where it was stated that, the employer is only required to terminate employment of an employees on valid reasons and not on their will or whims. She based on the above stated reasons to pray the court to find the applicant was unfairly terminated from her employment and prayed the court to revise and set aside the impugned award of the

CMA and order the applicant be paid necessary compensation as prayed by the applicant before the CMA.

In opposing the application, the counsel for the respondent submitted that the applicants' application has no merit as her employment was terminated by expiration of the contractual term and there was no renewal clause on the contract signed in 2017. He stated that the contract had a clause that, the contract would only be extended by written agreement of the parties as shown under clause 1.2 of exhibit D1 and the parties did not sign any agreement to extend the employment contract.

The counsel for the respondent submitted further that, from 30<sup>th</sup> November, 2017 to 15<sup>th</sup> January, 2018 the applicant was not in the office as she was on unauthorized leave since her purported leave was not approved by the employer as per their employment contract. The counsel for the respondent argued that, immediately after the applicant reported back to the office, the respondent served her with a notice to attend the Human Resources Officers' meeting in Arusha on 22<sup>nd</sup> January 2018. He stated that, the intention was for handing over the organization properties as the applicants' employment had expired since 31<sup>st</sup> December 2017 and the same could not be

conducted at the time when the Applicant was not in the office. He stated that, the letter was drafted on 25<sup>th</sup> January, 2018 and served to the applicant on 26<sup>th</sup> January, 2018.

The respondent's submitted that, according to DW1 and DW2, the applicant did not work for the respondent in January, 2018 as she was not assigned to perform any task on the ground that her employment contract had already expired from 31<sup>st</sup> December 2017 and hence there was no unfair termination of the applicant's employment contract but instead of that, her contract ended by expiration of the contractual term and that there was no expectation of renewal.

He stated that, the advocate for the applicant cited Section 36 of ELRA which states termination of employment includes failure to renew a fixed term contract on the same or similar terms if there was a reasonable expectation of renewal. He distinguished the cases of **Christina Christopher** (supra) and that of **Denis Kalua Said Mngombe** (supra) from the case at hand by stating that, the facts of these two cases are not similar to the facts of the case at hand as the case at hand is very clear that the parties' previous contracts were fixed term contracts but had renewal clauses. He argued that, the

contract in dispute was very clear that it had no renewal clause, it is only provided for the possibility of extending the fixed term contract by written agreement of the parties which agreement had to be signed by latest on 30<sup>th</sup> September 2017.

It was the respondent's counsel view that, it cannot be said the applicant had reasonable expectation of renewal of her employment contract. To support his submission, he cited the case of **National Oil (T) Limited V. Jaffery Dotto Msensemi & 3 Others**, Revision No. 558 of 2016 HCLD at DSM (Unreported) where 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 for renewal of the contract. It is only created where the contract of employment explicit elaborate the intention of the employer to renew a fixed term contract.

The counsel for the respondent submitted in relation to the second issue relating to the respondent's failure to issue one month notice to the applicant before the date of expiration of the employment contract that, it was not mandatory requirement of the law as it is governed by contract of the parties that, if the contract does not provide for notice requirement, then the employer cannot

be faulted on the ground that she did not issue a notice. That position was stated in the case of **Tunakopesha Ltd. V. Moses Mwasiposya**, High Court Labour Division at Shinyanga, Revision No. 17 of 2011 where it stated that, if the contract was indeed for a fixed period, there would have been no need of notice of terminating the fixed contract.

The counsel for the respondent submitted further that, the meeting of Arusha was for the applicants to hand over the office and the same could have not been done before because the applicant was not in the office as the handing over was supposed to be done before 31<sup>st</sup> December, 2017 but it was not done because the applicant was not in the office. He submitted that the Arbitrator did not narrate his own story as alleged by the applicant but the handing over of the office was stated by DW1 in his testimony.

The counsel for the respondent stated further that, the applicant did not work for the respondent from 15<sup>th</sup> January 2018 to 1<sup>st</sup> February 2018 as the record shows that on 26<sup>th</sup> January 2018 the Applicant received a letter that reminded her that her employment contract had ended on the 31<sup>st</sup> December 2017. He stated the applicant admitted herself in her testimony that she was not assigned

any task. He cited the case of **Nisile Mwalusama Mchapi V. Salvation Army Tanzania Territory**, Maombi ya Marejeo Na. 221 of 2019, High Court DSM (Unreported) where the court interpreted the provisions of Rule 4 (2) and (3) of the GN. No. 42 of 2007. The cited provisions states that the employee has to prove that she did not only attend the working place but also should prove that he or she really worked for the employer.

The counsel for the respondent stated that, it is the position of the law that the applicant is not only required to show she attended the working place but also, she performed her duties. He stated applicant did not show any proof as to either she was assigned any task or she performed any task at the respondent's place of work. He argued that, the reason for the handing over of the offices' properties process not to be conducted was because the Applicant was not in the office that is why immediately upon resuming in the office, she was invited to attend the Human Resources Officers' meeting at Arusha so that the handover process could have been conducted. At the end the counsel for the respondent prayed the application to be dismissed in its entirety for want of merit.

The applicant's counsel stated in his rejoinder that, all contracts had no renewal clause but extension clause, the only difference between the last contract and the previous ones was on the job position and salary which changed over time. He further submitted that, even in the absence of the renewal clause in the contract but since there was a previous renewal, the applicants naturally and reasonably had expected the last contract would be renewed under the same circumstances. He submitted that, although the applicant was on emergency leave, she was still in contact with both DW1 and DW2 who were her immediate supervisors as shown by exhibit E3. He argued that, if the respondent intended to conduct handover of the office's properties before 31<sup>st</sup> December, 2017, she would have done so but the handover was done on 22<sup>nd</sup> February 2018 in Dar es Salaam office.

The counsel for the applicant stated that, the words handing over of the office stated by DW1 and handing over stated by the Arbitrator are two different things. He submitted that the CMA's award is erroneous for relying on facts that did not originate from the parties' evidence but Arbitrator's own finding. The counsel for the applicant submitted that, the applicant attended office from 15 - 18,

20, 22 - 25 January 2018 as shown by exhibit E4 and also by being given a letter to attend annual meeting at Arusha as their office norm to plan for the year ahead, provided with full travelling benefits, including allowances and accommodation as a respondent's employee as exhibit E5 shows established the applicant was still employee of the respondent.

According to the counsel for the applicant, it is a prove that, for the applicant to continue to work for more than 10 days and the respondent was aware and did nothing, assigned her to travel to Arusha for a meeting and promised her allowance and accommodation just like any other active employee as per respondents' finance officer, have never been paid to anyone who was not an employee of the respondent. In fine the counsel for the applicant prays for the CMA award to be quashed and be set aside.

After going through the submissions from both sides and the record of the matter the court has found the centre of dispute in the matter at hand is whether the applicant was made to form a reasonable expectation of renewal of her contract of employment. In determining the said issue, I will swim within the parameters of the



legal issues raised by the applicant as quoted earlier in this judgment and argued by the counsel for the parties.

Starting with the first and fourth issues which were argued jointly by the counsel for the parties the court has found there is no dispute that the applicant was employed by the applicant in a fixed term contract of one year which was renewed yearly. Clause 1.2 of the last contract of employment of the applicant admitted in the case as exhibit D1 shows the applicant's contract of employment was supposed to start from 1<sup>st</sup> January, 2017 and it was coming to an end on 31<sup>st</sup> December, 2017. That being the position of the matter the court has found the issue to determine here is whether the conduct of the respondent before and after expiration of the period of fixed term contract of employment of the applicant formed a reasonable expectation to the applicant that her fixed term contract of employment would have been renewed.

The court has found the position of the law in relation to the issue of expectation of renewal of a fixed term contract of employment is governed by section 36 (a) (iii) of the ELRA which the counsel for the applicant cited in her submission. The cited provision of the law states that, termination of employment of an employee will

be unfair where the employer failed to renew a fixed term contract on the same or similar terms if there was a reasonable expectation of renewal of the fixed term contract. The said provision of the law is required to be read together with Rule 4 (3) of the GN. No. 42 of 2007 which states that, 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.

The position of the law stated in the above cited provisions of the law has been followed in numerous cases decided by this court which one of them is the case of **Shedrack Haruna** (supra) cited by the counsel for the applicant. It was held in the above cited case that, where an employee is left to continue with work after expiration of the fixed term contract, the employee develops a reasonable expectation of renewal of the contract. The question to ask here is whether the applicant had reasonable expectation of renewal of her fixed term contract of employment.

The court has found that, as provided under clause 1.2 of the contract of employment of the applicant admitted in the case as exhibit D1, the contract was required to expire on 31<sup>st</sup> December, 2017 unless it was extended by written agreement which would have

been signed by the parties, the latest being by 30<sup>th</sup> September, 2017. The evidence adduced before the CMA shows there is nowhere stated the parties entered into a written agreement of extending the contract as provided in the above cited clause of the contract.

That court has found the applicant stated in her evidence that, before the end of her contract of employment which was supposed to come to an end on 31<sup>st</sup> December, 2017, she became sick and on 30<sup>th</sup> November, 2017 she applied for sick leave from 4<sup>th</sup> December, 2017 to 15<sup>th</sup> December, 2017 which was granted by the applicant. The applicant testified further that, as she had not recovered well, she applied for extension of the sick leave up to 15<sup>th</sup> January, 2018. She said to have resumed to the work on 15<sup>th</sup> January, 2018 and continued with the work until 1<sup>st</sup> February, 2018 when she was served with the letter informing her the contract of her employment expired on 31<sup>st</sup> December, 2017.

The court has found that, although the applicant said she applied for extension of her sick leave from 15<sup>th</sup> December, 2017 to 15<sup>th</sup> January, 2018 and DW1 and DW2 admitted in their evidence that the applicant applied for the said extension of sick leave but there is no evidence adduced in the matter to show the said extension of sick

leave was approved and granted by the applicant's authority. What was said by DW2 as appearing at page 13 of the proceedings of the CMA is that, after receiving the application of the applicant for extension of sick leave he advised her to follow the procedure required for application of leave and said he didn't receive any form of application for leave from the applicant.

The connotation which the court is getting in the stated situation is that, the extension of sick leave sought by the applicant which went beyond the fixed period of her contract of employment was not approved and granted by the respondent's authority. The court has arrived to the stated connotation after seeing that, despite the fact that DW1 and DW2 admitted to have seen the applicant's application for extension of her sick leave but there is no any evidence adduced in the case to show the applicant's application for extension of sick leave beyond the period of her contract of employment was approved and granted by the respondent.

The court has found DW1 who was the applicant Human Resources Officer is recorded to have stated at page 7 of the proceedings of the CMA that, the applicant was seen at work on 15<sup>th</sup> January, 2018. He said after seeing the applicant had gone to the

work, DW1 informed the Supervisor of the applicant and Country Director that the applicant had gone to the work. DW1 went on saying that, thereafter the applicant was issued with a letter dated 15<sup>th</sup> January, 2018 (admitted in the case as exhibit D2) of attending Human Resources Officers' meeting which was to be held at Arusha on 22<sup>nd</sup> January, 2017 but the applicant refused to attend the meeting. DW1 said that, after the meeting the letter dated 25<sup>th</sup> January, 2018 (admitted in the case as exhibit D4) was written and served to the applicant on 26<sup>th</sup> January, 2018 to notify her the contract of her employment expired on 31<sup>st</sup> December, 2017 and what were her entitlements.

The court has considered the above stated evidence and find that, although it is not disputed the applicant reported to her place of work on 15<sup>th</sup> January, 2018 and continued to go to the office until when she was served with a letter of informing her contract of employment ended on 31<sup>st</sup> December, 2018 as indicated in the attendance register admitted in the case as exhibit E4, but it was not stated what work she was doing from when she arrived in the office up to when she was informed her contract of employed had expire already expired from 31<sup>st</sup> December, 2018. The court has found that,

as stated in the case of **Nisile Mwalusama Mchapi** (supra) the applicant was required to establish she was not only attending the working place but also, she was assigned work to perform and she performed the same, something which was not done by the applicant in the matter at hand.

To the view of this court, it was important for the applicant to prove after expiration of the fixed term contract of her employment she worked for the respondent. That would have enabled the Arbitrator to find the applicant's contract of employment was renewed by default as provided under Rule 4 (3) of the GN. No. 42 of 2007 which states that, if the employee continues to work after the expiry of the fixed term contract and the circumstances warrant it, it will be taken the contract was renewed by default.

Coming to the second issue, the court has considered the argument by the counsel for the applicant that the conducts of the respondent to invite the applicant to attend the meeting of the Human Resources Officers at Arusha and promised to pay her transport allowance, accommodation and other allowances were enough to show the applicant was still being treated as an employee of the respondent. The court has found the said conducts cannot be

taken is a sufficient proof to establish the applicant was being treated as an employee of the respondent after expiration of her fixed term contract of employment.

The court has arrived to the above view after seeing that, as rightly stated by the Arbitrator at page 11 of the impugned award the aim of inviting the applicant in the meeting of the Human Resources Officers at Arusha was to remind her that, her fixed term contract of employment had expired from 31<sup>st</sup> December, 2017 and to require her to hand over the office's properties in the said meeting. The court has found that, although it is true as argued by the counsel for the applicant that the letter of inviting the applicant to attend the meeting of HROs at Arusha was to hand over the office' properties but the court has found that aim was clearly stated in the evidence adduced by DW1 at page 7 of the proceedings of the CMA.

The argument by the counsel for the applicant that there is no witness who said the applicant was invited to go to Arusha to be reminded her contract had expired and accused the Arbitrator for relying on the evidence which was not adduced by the parties but find that argument is not supported by the record of the matter because DW1 stated at page 7 of the proceedings of the CMA that

was the aim of inviting the applicant to attend the said meeting. Therefore, the position of the law stated in the case of **Rebeca Misungwi**, (supra) cited by the counsel for the applicant to support his argument is distinguishable from the present case.

The court has also considered the argument by the counsel for the applicant who questioned the act of inviting the applicant from Dar es Salaam to Arusha, just to be reminded her fixed term contract of employment had expired but failed to see merit in the said argument. The court has arrived to the above finding after seeing that, if the applicant was employed at Arusha while her station of work was at Dar es Salaam there is nothing material which make it impossible or difficult for the applicant to be invited to go to Arusha to be informed her contract of employment had already expired.

Therefore, the argument by the counsel for the applicant that the respondent used the ground of expiry of the applicant's contract of employment to kick her out of her employment as she refused to go to Arusha to attend the HROs' meeting is a mere speculation which is not supported by any evidence. The court has also found the counsel for the applicant argued that, if the respondent had no intention of renewing the applicant's contract of employment, she



was required to invite the applicant to hand over the office's properties before expiration of the employment contract period but find that, as clearly stated by DW1 that was not done as the applicant was not in the office and it was done after the applicant went to the office.

Another argument raised by the counsel for the applicant to show the applicant had formed reasonable expectation of renewal of her fixed term contract is the renewal of the previous fixed term contract. The court has found that, as stated **National Oil (T) Limited** (supra) cited by the counsel for the respondent previous renewal of a fixed term contract is not an absolute factor for establishing reasonable expectation of renewal of a fixed term contract. It must also be proved there was undertaking by the employer to establish expectation of renewing the contract. Therefore, although the previous fixed term contracts of employment of the applicant were renewed but there is no any evidence adduced to establish the undertaking of the employer to renew the employment contract of the applicant.

The above finding takes the court to the conclusion that, the applicant has not managed to convince the court there is any

material error committed by the Arbitrator in issuing the award the applicant is urging the court to revise, quash and set it aside. In the premises the court has found the Arbitrator was right in finding the applicant was not terminated from her employment unfairly but her fixed term contract of employment came to an end automatically after expiration of its period. Consequently, the application filed in this court by the applicant is hereby dismissed in its entirety for being devoid of merit. It is so ordered.

Dated at Dar es Salaam this 18<sup>th</sup> day of March, 2022.

  
I. Arufani

**JUDGE**

18/03/2022

**Court:** Judgment delivered today 18<sup>th</sup> day of March, 2022 in the presence of Mr. James Ndossy holding of Ms. Angetile Mwakilembe, Advocate for the Applicant and in the presence of Emmanuel Nkoma, Advocate for the Respondent. Right of appeal to the Court of Appeal is fully explained.



  
I. Arufani

**JUDGE**

18/03/2022