IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

LABOUR DIVISION

AT DAR ES SALAAM

REVISION APPLICATION NO. 430 OF 2022

(Arising from the decision of the Commission for Mediation and Arbitration of Dar es Salaam at Ilala dated 04th day of November 2022 in Labour Dispute No. CMA/DSM/ILA/879/2020/41/21 by (Mbeyale: Arbitrator)

NATIONAL BANK OF COMMERCE LIMITED..... APPLICANT

VERSUS

ALFRED ENZI.....RESPONDENT

JUDGEMENT

Date of last Order: *09/05/2023*
Date of Judgement: *07/06/2023*

MLYAMBINA, J.

The application at hand demonstrate the principle that a rule of a particular institution (employer) that prohibits, certain group or sect of the society on religious bases to those who avail themselves of its services does constitute an infringement of the right of an individual to manifest his or her religion because the employer through objectionable principle has a choice of giving duty of services of that institution, to that employee, at any of its offices rendering service in other days of the week including Sundays. Briefly, the revision application is arising from the Award issued in *Labour Dispute No. CMA/DSM/ILA/879/2020/41* by the Commission for Mediation and Arbitration of Dar es Salaam, Ilala (herein after referred to as CMA). Being aggrieved with the Award, the Applicant has filed this application

under the provisions of *Section 91 (b), S. 91 (2)(a),(b), S. 94(1) (b),(i) of The Employment and Labour Relations Act [Cap 366 Revised Edition 2019]; Rule 24 (2) (a), (c), (d), Rule 24 (3) (b),(c), (d), Rule 24 (11) (b) and Rule 55 (1) and (2) of the Labour Court Rules, G.N. No. 106 of 2007* praying *inter alia* that; the honourable Court be pleased to revise and set aside the Award of the CMA dated 4th November 2022 on reasons that the said Award was grounded on material irregularities and error of law.

The background leading to this application is that: The Respondent was employed by the Applicant as Bank Clerk. On 26th October 2020, he was terminated for the reason of Misconduct (absenteeism and insubordination). Being dissatisfied with the termination, the Respondent referred the matter to the CMA. Having found the termination unfair in both aspects, procedure and reason, the CMA awarded the Respondent 36 months salary, severance allowance to the tune of TZS 48,479,942.9. The Applicant was aggrieved with such Award. He decided to lodge this application by way of Chamber summons accompanied with his affidavit.

The Applicant claimed that the Respondent's employment was fairly terminated after being found for the alleged offences. The Applicant further challenged the Arbitrator's decision for awarding

compensation of 36 months by claiming that it was too excessive. The application, therefore, has been hanged into the following four (iv) legal issues. to wit:

i. Whether the Arbitrator rightly considered the hours and days of working governing the employment of the Complainant who is the Respondent herein.

ii. Whether the Arbitrator rightly considered the insubordination committed by the Complainant who is the Respondent herein

iii. Whether the Arbitrator was right by holding that procedures for termination were followed but then the said procedures were all null and void because reasons for termination were improper and unfair.

iv. Whether the Arbitrator considered the reasonableness and legality of the amount of TZS 48,479,942.9 awarded as a compensation and that the said compensation was made without taking into consideration that the loss occasioned to the Applicant by the Respondent.

This application was contested by the Respondent through the counter affidavit. He denied existence of fair termination in both aspects substantively and procedurally. It was further disputed by the

Respondent on the existence of any irregularities or errors on the Award of the CMA.

At hearing of this application, the Applicant was represented by Ms. Comfort Opuku, Advocate from a firm stylized as Brick House Law Associates, whereas the Respondent was represented by Mr. Ferix Okombo, Advocate from a firm known as Aldoa Attorneys. The hearing of the matter proceeded by a way of oral submissions.

To start with, the first ground was to the effect that the Arbitrator was wrong and failed to consider the hours and days of working governing the employment of the Respondent. Ms. Opuku argued that as per Exh. D6 (Collective Bargaining Agreement implementation), paragraph 1 & 2 of exh. D6, clearly states the office working days and hours. She added that; the agreed working hours was 45 hours per week which was applicable from 01/04/2017.

It was further submitted by Ms. Opuku that the official working days for the purpose of time and attendance, shall be Monday to Saturday half day. Saturday is normal working days, and it is not optional when demand is determined by operational requirement.

Ms. Opuku submitted that there was an admission by the Respondent (at page 15 second paragraph from the last paragraph of the Award), that Saturday was a working day to all branches and the

Respondent was aware of it, as per Collective Bargain Agreement. That was a valid reason of terminating the Applicant's employment.

On the second issue, Mr. Opuku submitted that the Arbitrator was wrong for not considering the gross insubordination committed by the Respondent for refusal to obey lawful and reasonable order which is one among the offences which may lead to termination. Item *9(2) of Employment and Labour Relations Code of Good Practice G.N. No. 42 of 2007* directs that the commission of a serious or repeated act of insubordination at or during the working hours against the employer is one of the serious misconducts which may lead to termination.

Ms. Opuku further submitted that the Respondent's misconduct of gross insubordination is reflected at Exhibit D7 which is the email communication between the Respondent and the Applicant, when he was required to be at the office on Saturday, yet he refused to obey the order.

On the third issue, it was submitted by Ms. Opuku that the Arbitrator was wrong in holding that the procedures for termination were followed but the said procedures were all null and void because reasons for termination were not valid as stated at page 21 of the Award. She further submitted that; it is clearly known that for termination to be unfair, two aspects must be considered; the reason

and procedure for termination as per *Section 37(2) of the Employment and Labour Relations Act [Cap 366 Revised Edition 2019] [herein ELRA].* On that basis, she was of the view that, after establishing that there was no valid reason for termination, the Arbitrator was wrong in his findings by holding that the termination was procedurally unfair. She further added that the law requires to check both the procedures and the reasons.

The last issue was whether the Arbitrator considered the reasonableness and legality of the amount of TZS 48,479,972 Awarded as compensation to the Respondent. Ms. Opuku submitted that; the Award of 36 month's salaries is higher beyond the minimal requirement as per *Section 40(1)(c) of ELRA* which requires for unfair termination to be not less than 12 Months Salaries. However, this depends on the circumstance of each case. She averred that the Applicant had a valid reason of terminating the Respondent and adhered to the procedures of such termination.

Ms. Opukwu was of the view that; if there was a valid reason of termination, but procedures were not complied with, the Arbitrator ought to consider the case of **Felician Rutwaza v. World Vision Tanzania** Civil Appeal No. 213 of 2019 Court of Appeal of Tanzania at Bukoba (unreported) pp. 15 – 16, in which lesser amount was

Awarded, by observing *Section 3 of ELRA,* that directs the principal objective of *the Act* is to promote economic development through economic efficiencies, productivity and social justice. For that reason, she believes that the Arbitrator was supposed to comply with *Section 3 of ELRA* when awarding the 36 months' salary compensation.

Ms. Opuku therefore prayed for this Court to revise and set aside the CMA Award.

In reply to the first issue, Mr. Okombo submitted that there was no fair reason for termination since the alleged absenteeism as per Exhibit D3 under paragraph 3, the Respondent was absent on Saturday 12th, 19th and 26th of September 2020. All days were Saturdays. He stated that; *Rule 9(1) of the employment and Labour Relations (Code of Good Practice)* Rules which was expounded in the case of **Constantine Victor John v. Muhimbili, National Hospital,** Civil Application No. 188/01 of 2021, Court of Appeal of Tanzania at Dar es Salaam (unreported) pp.4 & 14. It directs that for absenteeism to warrantee termination, such absenteeism must be of five days. He argued that the testimony of DW2 during cross examination, at page 8 para 1, DW3 replied that absenteeism was on 12th, 19th and 26th September, 2020 which were all Saturdays and as per the Bank Policy, employee was to be terminated for five days absenteeism.

On Second issue, Mr. Okombo submitted that during the Respondent's interview and post interview, he notified the Applicant upon request of his previous employment and through the document prepared by the Applicant as per that Exhibit A1 & A2, which was a Declaration of facts and consent and Employment Information Form, he notified the Applicant that he previously worked at Exim Bank. He added that; the Applicant left Exim based on Religious Denomination of being a Christian 7th Day Adventist.

On the afore basis, he was of the view that the Applicant had knowledge of Religious Belief of the Respondent at the time of his employment. In justifying his argument, Mr. Okombo added that the Respondent notified or rather sought permission by sending email to Zubeda Haroun. On Friday 11th Sept 2020, Mr. Raphael Kyando notified them on the intention to go to Church, as per Exhibit. D 7 but the request was refused with no reason.

It was further submitted by Mr. Okombo that as per Exhibit D7, the parties had an engagement meeting called by the Applicant. The issue discussed, among others, was working on Saturdays.

Mr. Okombo submitted that it was apparent that the Respondent clarified that he has been working with the Bank for the past twelve years. He informed them that he was 7th Day Adventist and not willing

to work on Saturdays. He further informed them that during his 12 years working with NBC, he never worked on Saturdays. He worked at Mbezi Beach Branch, Tegeta, UDSM and Mlimani City Branches.

Mr. Okombo submitted that Respondent expectation was to be transferred to any Branch working seven days a week or to be allowed to compensate Saturday by Sunday as he previously did at Mlimani City. He argued that the Respondent's proposals were all ignored and refused. On that basis, he was of the view that there was no fair reason for termination as the Respondent was exercising his right of Worship. The right which is conferred by *Section 7(4) (g), Section 37 (3) (iii) of ELRA and Article 9 (1) of the Constitution (supra).*

On the issue of Collective Bargaining Agreement (Exhibit D6), Mr. Okombo submitted that the Agreement was made in 2017 when the Respondent was already working for the Applicant. Mr. Okombo stated that the said agreement was not part of the Employment Agreement in 2007. He added that; it is very clear that any Policy or Agreement which contravenes the provision of ELRA, and the Constitution is discriminatory. In that vein, he reiterated the provision of *Section 7(4)(g) of ELRA* applied in the case of **NMB v. Neema Akeyo**, Civil Appeal No. 511 of 2020 Court of Appeal of Tanzania at Dar es Salaam

(unreported) which gave an elaboration on the discriminatory Policy and Agreement.

On the first issue, Mr. Okombo submitted that; as an officer of the Court, as submitted by the Counsel, and by reference to Exhibit. D6 first page, Sunday was recognized as a resting day. The Policy ought to have recognized Saturdays as a resting day for 7th day Adventist and Friday for Moslems. He shared view with DW1 and DW2 on the worship days for the employees. He referred this Court to *Section 19(2) of ELRA* which provides for hours of work. Thus, the maximum number of ordinary days or hours that an employee may be permitted or required to work are Six days in any week.

Mr. Okombo further shared view with Counsel comfort and as per the accompanying Polices that, there are branches working from Monday to Sunday, some to Saturday. In that vein, the Applicant had the responsibility of fairly accommodating the Respondent in any of their branches so that he could attend to the Church on Saturday and still work for six days a week as the law requires. He was of the view that the issue of working hours and days governing the employment of the Respondent was well considered by the CMA.

On the second issue as to whether the CMA rightly considered the issue of insubordination by the Respondent herein, Mr. Okombo

submitted that for insubordination to stand, the alleged refusal must be lawful and reasonable order. He stated that the Respondent's absenteeism to the office on Saturdays of 12th, 19th and 26th September 2020 was accompanied with notification to the Applicant.

It was submitted by Mr. Okombo that the Respondent informed the Applicant that he never worked on Saturday even from previous employers, as was testified by PW2 (as per page 8 of the Award) which was not challenged in any way. It confirmed that the Respondent never worked on Saturdays but rather compensated by working on Sundays at Mlimani City Branch. On that scenario, he ws of the view that the Arbitrator rightly held that there was no any insubordination.

On the last issue of reasonableness and legality of granting compensation at the tune of TZS 48,479,942.09, Mr. Okombo submitted that the Award was fair as per *Section 40(1)(c) of ELRA and Rule 32(5)(b)(c) &(d) of G.N. No. 67 of 2007.* He further distinguished the case of ***Felician Lutwaza*** *(supra),* as it differs with this case. He was of position that the Law abhors substantive unfairness than procedural unfairness. The remedy for the former attracts more penalties than the latter. He thus prayed for this Court to uphold the Award of CMA and dismiss this application.

In rejoinder, the Applicant cemented that Exhibit D6 was not part of the Respondent's employment Agreement of 2007. He added that Exhibit D4 (Employment Letter of Offer of the Respondent) on the 2nd page, 1st paragraph from the last which contains terms and conditions of service should be in accordance with the Bank's regulations issued from time to time.

Being guided by the submissions made by both parties, as well as the Applicant's affidavit, the Respondent counter affidavit and CMA record, there are two issues for determination of this matter: *First, whether the Applicant have provided sufficient ground for this Court to revise the CMA Award. Secondly, what reliefs are the parties entitled to?* In approaching the above issues, the grounds identified in the affidavit will be considered all together focusing on two aspects of fairness of termination, namely reason and the applied procedure as core centre of their debate.

I will start with the first aspect regarding the fairness of the reasons for termination. The Applicant contended that the Arbitrator erred in law in his findings by holding that there was no valid and fair reason for terminating Applicants' employment. He further added that there was an admission by the Respondent in committing misconduct at page 15 second paragraph from the last paragraph of the Award.

On such basis, he was of the view that there was valid and fair reason of terminating Respondent employment contract.

On other side the Respondent maintained that the Arbitrator was right in his findings that the Applicant's termination was unfair, as the alleged misconduct is unlawfully and discriminatory in nature.

In addressing substantive fairness, reference is made to *Section 37 of ELRA (supra)* which makes it unlawful for an employer to terminate the employment of an employee unfairly. The section places the burden to prove the fairness of the reason to the employer. *Section 37 (1) and (2) (supra)* read as follows:

> *37 (1) It shall be unlawful for an employee to terminate employment of an employee unfairly, (2) A termination of employment by an employer is unfair if the employer fails to prove-*
> *(a) That the reason for termination is valid;*
> *(b) That the reason is a fair reason*
> > *(i) Related to the employee's conduct, capacity or compatibility; or*
> > *(ii) Based on the operational requirements of the employer, and*
> *(c) That the employment was terminated in accordance with a fair procedure.*

From the above authority, the validity and fairness of reason of termination is well captured by both municipal/local laws and international law.

Further, on the reason for termination, the Applicant was terminated for allegedly committing a misconduct (absenteeism and insubordination). Basing on nature of this matter, I find worth to address the two alleged misconduct separately.

To start with absenteeism, as was contested by the Applicant, the Respondent absconded three times on Saturdays 12th, 19th and 26th September 2022. This allegation was challenged by the Respondent that three days abscondment does not warrantee termination for abscondment. The relevant provision in resolving this disputed question is *Item 1 of the Guidelines of Disciplinary Incompatibility Policy and Procedure. G.N No. 42 of 2007* which directs that abscondment from work for more than five days without a justifiable reason may constitutes a serious offence that warrantee termination.

Basing on the above legal stand in relation with the disputed fact, the question placed before this Court is that: *Is the Respondent' abscondment justifiable?* if the answer is affirmatively, then the question regarding days of abscondment will be merged. In

determining this question, I find it wise to recess as it will be resolved on the alleged insubordination.

Concerning insubordination, the Applicant challenged the Award of CMA that the Respondent refused to attend at work on Saturday even after being instructed to do so. In opposition, the Respondent was of the view that since the order was unlawfully, then his refusal wont amount to insubordination. He further added that employer's collective agreement is discriminatory in nature, as it abandon other days of worship.

It is the findings of this Court that the right to worship is well preserved not only in our constitution or labour laws, but also under international law. To begin with municipal law, *Section 79(4)(g) of ELRA and Article 9 of the Constitution of United Republic of Tanzania*, 1977 directs no employer shall discriminate an employee in any employment policy or practice on religion factor or ground.

Further, the right to freedom of religion is a basic and fundamental right guaranteed under *Article 19 of the Constitution of United Republic of Tanzania (supra).* The provision of *Article 19 (supra)* provides as follows:

> 19(1). Every person has the right to freedom of
>
> Conscience, faith and choice in matters of

religion, including the freedom to change his religion or faith.

(2) The profession of religion, worship and propagations of religion shall be free and a private affairs of an individual;

(3) Protection of rights referred to in this Article shall be in accordance with the provisions prescribed by the law which are of importance to a democratic society for security and peace in the society integrity of the society and the national coercion.

(4) in this Article reference to the term "religion" shall be construed as including reference to religious denominations, and dognate expressions shall be construed accordingly.

In the case of **Zakaria Kamwela and 126 Others v. The Minister of Education and Training and AG**, Civil Appeal No. 3 of 2012 (unreported), the Court of Appeal of Tanzania held that interpretation of Article 19 (1) and (2) should be determined from the platform of a believer's sincerity and consciousness of his or her religious and conviction. The Court also stated as follows:

> Belief in religion, as a matter of consciousness and personal faith also involves among other things an individual's nexus or relationship with the Divine, Supernatural Being, Transcendent Order, Controlling

> Power, Thing, Doctrine or Power. Moreover, the protection afforded by *Article 19(1) and (2)* goes to religious belief and its manifestation or practice.

It is the findings of this Court that any agreement which is in violation of the rights and duties provided for under the Constitution of the United Republic of Tanzania is null and void to the same extent that conflicts the Constitution.

Internationally, *Article 1 of the Discrimination (Employment and Occupation) Convention, 1958 (No. 111)* bars discrimination on any basis including on religion ground. It defines discrimination as follows:

> *1.For the purpose of this Convention the term* ***discrimination*** *includes:*
> *(a) any distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation;*

Again, the issue of reason for termination is well recognized under *Article 4 of International Labour Organization Convention on Termination of Employment (No. 158),* which provides that:

> *The employment of a worker shall not be terminated unless there is a valid reason for such termination connected with the capacity or conduct of the worker or based on the*

operation requirements of the undertaking, establishment or services.

From the premises of *Section 79 (4) (g) of ELRA, Article 19 and 19 of the Constitution and Convention No. 111 and 158 (supra),* I have no hesitation to hold that any employer's act which violates the right of the employee basing on religious grounds, it amounts to discrimination.

Turning back to this application, the record available including Exhibit D6 (Collective Bargaining Agreement Implementation) used by the Applicant does not recognize Adventist day as a worship day to accommodate the Applicant with his beliefs/religion. On such basis, I agree with the Respondent Counsel who cited the ***Neema Akeyo's Case*** *(supra),* in which the discriminatory Policy and Agreement were found illegally. Further to that the word ***"Insubordination"*** as a misconduct have been well defined in the case of **Sylvania Metals (Pty) Ltd v. Mello N.O. and Others** (JA83/2015) [2016] ZALAC 52 where it was held that:

Insubordination in the workplace context, generally refers to the disregard of an employer's authority or lawful and reasonable instructions. It occurs when an employee refuses to accept the authority of a person in a position of authority over him or her and, as such, is misconduct because it assumes a calculated breach by the employee of the obligation to adhere to and comply with the

employer's lawful authority. It includes a wilful and serious refusal by an employee to adhere to a lawful and reasonable instructions of the employer, as well as conduct which poses a deliberate and serious challenge to the employer's authority even where an instruction has not been given.

From the **Sylvania Metals (Pty) Ltd case** *(supra),* I find the Applicant instructions of attending to work on Saturday, originates from the agreement which is void for being discriminatory in nature, by treating employees different, subject to their religious. Therefore, it was unlawful order which can't suffice the existence of insubordination to warrant termination.

As pointed out herein above, I have to say the reason used in terminating the Respondent's employment was unfair. On that basis, the Applicant's allegation regarding hours and days of work lacks legal stance. The employer should have applied objectionable principle by assigning duties to the employee at the Branches which operates on Sundays.

I must emphasise here that the contours of the principle of objectionability that I have registered are that; an act, rule, policy, or guideline, order, or decision of discriminating an employee on religion, *race, colour, sex, political opinion, national extraction or social origin,* can be construed to be arbitrary or excessive. In reaching to such

position, the court must ask itself: whether: *One*, the legislative, rule, guideline, decision, order or act's objective is sufficiently important to justify limiting a fundamental right. *Two*, the measures designed to meet the legislative, rule, guideline, order, decision or act's objective are rationally connected to it; and *three*, the means used to impair the right or freedom are no more than is necessary to accomplish the objective.

In this case, as I observed earlier on, the Applicant's instructions of attending to work on Saturday, limited the Respondent's fundamental right of worshiping on Saturdays. The measure of assigning duties to the Respondent for accomplishing on Saturdays was arbitrary, connected to achieving ill motive of terminating his employment and contrary to his religious right.

As regards the applied procedure, the Applicant's contention in this aspect is very specific and based on whether there is a need of evaluating procedure for termination once it was founded there was valid reason for termination. In his submission, Mr. Okombo stated that that the Arbitrator erred in law by vitiating lawful procedure initiated by the employer in terminating Respondent, basing on the fact that the reasons for termination was not valid. He further added that; it is

clearly known that for termination to be unfair, two aspects must be considered; the reason and procedure for termination.

The Respondent seemed to be reluctant in challenging the Applicant's submission regarding procedure. In addressing this question, I must observe that the essence of evaluating procedure and reason as *per Section 37 of the ELRA* in determining fairness of termination, has two goals: ***First***, to weigh the extent of unfairness and ***second,*** to control discretionary power in awarding compensation. The need two address two aspects of termination have been addressed in numerous decisions, including the case of **Dew Drop Co. Ltd v. Ibrahim Simwanza,** Civil Appeal No. 244 of 2020, Court of Appeal of Tanzania, at Mbeya (unreported) in which it was held that:

> *From the above provision of the law, the burden of proof is placed upon the employer to prove that there was valid and fair reason to terminate the employee and the due process in terminating such an employee was observed. In that regard, we are satisfied that the holding by the High Court was based on a wrong premise. It was wrong for the High Court to hold that since there was no criminal charge preferred against the Respondent and that the criminal liability was not proven beyond reasonable doubt, the termination was unfair. The High Court ought to have directed its mind on whether there was valid and fair reason for termination and whether the procedure for*

termination was complied by the appellant and not on the criminal liability.

The principles derived from the case of **Dew Drop Co. Ltd** *(supra)* impose task not only to the employer in proving both aspects, once there is an allegation of unfair termination but also to the decision maker to evaluate both aspects of termination in evaluating fairness of termination. Having such legal stand, I have no hesitation to say that the Arbitrator erred in law by vitiating procedure, basing on the facts that there was no valid reason for termination.

As pointed out herein above, the effect of not considering the procedure, automatically will prejudice the whole essence of awarding compensation and discretional power of judicial officers. In the case of **Tanzania Cigarette Company Ltd v. Hassan** Marua, Revision No. 154/2014, Court of Appeal of Tanzania (unreported), it was stated:

> *It stems out clearly that; first, an order for payment of compensation is discretionary and, secondly; is Awardable to an employee only when the Arbitrator or the Labour Court finds that his or her termination was unfair. The two conditions apply conjunctively or must cumulatively exist. To say it in other words, an order of payment of compensation is discretionary and is consequential to unfair termination.*

Therefore, in awarding compensation it must be done judiciously. Reverting to this application, since the Respondent's termination was

based on misconduct, the relevant provision is *Rule 13 (1) of GN 42 of 2007.* To start with the lack of the investigation, I find it worth to reproduce it:

> *The employer shall conduct an investigation to ascertain whether there are grounds for a hearing to be held.*

Rule 13 (1) (supra) speaks loudly. It is mandatory to investigate prior to holding of the disciplinary hearing. The records available reveals that the Respondent was notified for the offence charged with, investigation was conducted, right to be heard and appeal was afforded. This makes me to draw a conclusion that the termination was procedurally fair.

Having found that the reason of termination was unfair but procedurally fair, I Award 12 months compensation. The basis of this compensation is derived from the case of ***Felician Rutwaza(supra)*** which attracts more compensation in case there was no valid reason of terminating employment contract. Indeed, in expounding the principle of fair termination, all aspects of termination should be considered as was discussed in the case of **Tanzania Revenue Authority v. Andrew Mapunda,** Labour Rev. No. 104 of 2014 (unreported). In the latter case, it was held that:

> *(i) It is the established principle that for the termination of employment to be considered fair it should be based on valid reasons and fair procedure. In other words, there*

must be substantive fairness and procedural fairness of termination of employment, Section 37(2) of the Act.

(ii) I have no doubt that the intention of the legislature is to require employers to terminate employees only basing on valid reasons and not their will or whims.

Based on the findings in the case of **Tanzania Revenue Authority case** *(supra)*, I vary with the Arbitrator in his findings regarding procedure and reliefs.

In the end, the application is partly allowed to the extent discussed herein above. Each party to take care of her/his own cost. It is so ordered.

Y.J. MLYAMBINA

JUDGE

07/06/2023

Judgement pronounced and dated 7th June, 2023 in the presence of Counsel Comfort Opuku for the Applicant Felix Okombo for the Respondent.

Y.J. MLYAMBINA

JUDGE

07/06/2023