

THE REPUBLIC OF UGANDA

IN THE HIGH COURT OF UGANDA AT KAMPALA

(COMMERCIAL DIVISION)

CIVIL SUIT NO. 548 OF 2012

NSAIRE

NASABU:.....PLAINTIFF

VERSUS

**UGANDA NATIONAL BUREAU OF
STANDARDS:.....DEFENDANT**

BEFORE THE HON. MR. JUSTICE HENRY PETER ADONYO

JUDGMENT

1. Facts.

The Plaintiff was employed by the Defendant from February 2003 till 2nd January, 2012. She is said to have absconded from work from mid December 2009 till she was dismissed on 2nd January

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2012. According to the Plaintiff she absconded from duties due her deteriorated health resulting from work related challenges. She is said to have communicated to her employers these health challenges on a number of occasions including writing to the Defendant's Executive Director on 3rd September, 2010 and on the 27th April, 2010 in an effort to explain her absence. Eventually she was subjected to a disciplinary proceeding which recommended her dismissal and indeed she was dismissed from duties without any terminal benefits.

The Plaintiff felt aggrieved with the action of the Defendant. She therefore filed this suit seeking to recover by way of special damages terminal benefits and outstanding salary arrears, interest at 25% on the said unpaid dues from the date of judgment till payment in full, general damages and costs of the suit.

2. Agreed Facts.

The parties agreed to the following facts during trial.

- a) That the Plaintiff was employed by the Defendant from February 2003 until January 2012.

- b) The Plaintiff did not work from mid December 2009 until her dismissal on the 2nd January 2012.
- c) The Plaintiff was dismissed from the Defendant's employment on the 2nd January 2012.
- d) The Plaintiff wrote to the Defendant's Executive Director a letter dated 3rd September 2010 explaining her absence from duty.
- e) The Plaintiff upon dismissal was never paid any terminal benefits.
- f) The Plaintiff wrote another letter to the Defendant dated 27th April 2011 regarding her absence from duty.

3. Issues for determination of this matter.

The following issues were framed for trial.

1. Whether the plaintiff is entitled to terminal benefits.
2. Whether the plaintiff is entitled to salary arrears.
3. Whether the plaintiff is entitled to the remedies sought in the plant.

4. Whether the plaintiff is entitled to terminal benefits.

From the pleadings and agreed facts it is stated that the Plaintiff was employed by the Defendant from February 2003 until 2nd

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January 2012 meaning that she had worked for a total period of nine years of service. It is also an agreed fact that upon the dismissal from the defendant employment the Plaintiff was never paid any terminal benefits. This latter action, the Plaintiff avers, was in disregard to her appointment letter and not in consonance with the Defendant's Human Resource Management Policies and Procedures Manual of 2008.

To prove this point, the Plaintiff produced and exhibited the dismissal letter which is on record as **PE8** and particularly drew the courts attention to its paragraph 3 which states that **“the committee found you in breach of sections 12.5 of the UNBS Human Resource management policies and procedures manual 2008”**.

The Plaintiff stated that since she was dismissed under clause 12.5 of the UNBS Human Resource Management Policies and Procedure Manual 2008 then she should have been paid her terminal benefits since that clause at 12. 5.1 provided so and that is ;

“12.5.1 Any employee who is dismissed from the service of UNBS shall be paid all terminal benefits....except where

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the dismissal was on the grounds of damages or loss to UNBS property...”

This clause, it is stated, go on to prove the case of the Plaintiff in that she is said to have shown sufficient evidence in proof of the fact that she was entitled to terminal benefits as her dismissal letter and even the Investigation Committee Report exhibited herein as **D. Exhibit 7** do not show in *pari materia* that the plaintiff in her action caused any damage or loss to property of UNBS to affect her rights to her terminal benefits. On the contrary, however, I find that it is the defence contention that the Plaintiff should not be entitled to any terminal benefits since the said UNBS Human Resource Management Policies and Procedure Manual 2008 quoted by the Plaintiff was to be read together with the amendments made in 2009 which barred the grant of terminal benefits upon an employee being dismissed. The defendant exhibited the said document with the amendment as **D. Exhibit 5**. I note that two equally compelling documents which came from the same organization were tendered in exhibit in court. An examination n of the said documents and the analysis of the evidence from either side show that the Plaintiff on the one

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hand states that she was dismissed under the Human Resource Management Policies and Procedure Manual of 2008 whose terms amongst others allowed payment of terminal benefits even if one was dismissed. The defence on the other hand argued that the said manual should be read together with the amendment which followed it in 2009 which actually corrected the anomaly which existed in the staff terms and conditions of service in that when an employee was dismissed from service then that employee could not be entitled to terminal benefits. In arguing its case, the plaintiff submitted that the court should take into account the fact that a one Mr. Terry Kahuma who was then the Executive Director of the defendant in January 2012 and who authored the letter said dismissing the Plaintiff never bothered to come to court explain any omission in his letter of mentioning that the plaintiff had been dismissed under the 2008 staff terms and conditions of service as amended in 2009 if indeed the omission was a genuine in contravention of **Section 114** of the **Evidence Act Cap 6** which provides that a party to litigation is prevented from denying or alleging a certain fact owing to that party's earlier allegation or conduct and hence the law of estoppel which

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provides that “... a party is precluded from denying the existence of some stated of facts which he has formerly asserted” as even stated S.L. Phipson, a legal scholar in his book of **Law of Evidence**, 11th Edition, at page 923 and that relating this principle to the instant matter, the court should find that the Defendant was precluded from denying that the plaintiff was dismissed from the services of the defendant under the 2008 terms and conditions of service and not to bring in any other explanation since the Executive Director failed to include the word “**as amended**” in the dismissal letter meaning that the position as it were was that the plaintiff was dismissed under section 12.5 of the UNBS Human Resource Management policies and procedures manual 2008 which entitled her to terminal benefits upon dismissal since even the evidence of DW5 Chairman of the defendant’s National Standards Council show that the Executive Director of the defendant who authored the dismissal letter was a competent person who could not make any such omission in addition to the said witness testifying that a dismissal letter in the defendant organization even passed through its legal department . That if all these were taken into

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account, it should be found by the court that then there could be no omission at all of the additional words on the dismissal letter to include the words “as amended” since it could have easily been detected. This argument the plaintiff believe if accepted by the court would then go on to show that defendant only raised the issue of omission of those words as an afterthought in a ploy to deny the plaintiff her entitlements in line with the legal principle which states that parole evidence should not be admitted to add to, vary or contradict a deed or other written instrument as was held in the case of **Namyalo Josephine v National Curriculum Development Centre Civil Suit No. 122 of 2008** as was stated by Hon. Justice Yorokamu Bamwine, as he then was when making reference to **Section 92 of the Evidence Act Cap 6** which provides the general rule that ***“oral (parole) evidence cannot be received to contradict, vary, add to or to subtract from the terms of a written contract or the terms in which the persons have deliberately agreed to record any part of their contract.”***

Thus that by applying this decision to the instant matter, then this court should find that since the dismissal letter clearly indicated

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that the plaintiff was dismissed under clause 12.5 of the UNBS Human Resource Management Policies and Procedures Manual 2008, then any oral evidence brought that tended to contradict the same ought to be disregarded and the contents of the dismissal letter should be held to be true without any contradiction and thus be found to stand as it is. The other argument made by the plaintiff of which she asked this court to consider was that the court should not consider the allegations by the defence that the UNBS Human Resource Management Policies and Procedures manual 2008 was amended and became effective from 4th September 2009 since the plaintiff's testimony during cross examination was that at the time of her dismissal she was not aware that the terms of the employment had been amended in 2009 and only came to know of it later on the claim that she was only know of terms of terms and conditions service under which she was dismissed which was a fact as stated in her dismissal letter and therefore meaning that even if those terms had been amended before her dismissal, then they were never brought to her attention yet it is trite that any human resource manual, if stated to that it forms part and parcel of an employee's

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terms and conditions of service then the manual can only become part of a contract of employment if an employee is made aware of it with such an employee acknowledging the same and consenting to it. But if that had not been done as is required then the observations by Hon. Justice Bamwine, (as he then was) in regards to matters relating to the non substitution of any written evidence with parole evidence cited in the case above should then prevail and the plaintiff should then be found to have been dismissed under the 2008 employment manual only and thus would therefore be entitled to terminal benefits as claimed.

The defence had a different opinion in that it opined that this court should find that since the plaintiff was dismissed from the employment of the defendant with effect from the 2nd day of January 2012, then she could not be entitled to any terminal benefits as terms and conditions of service by that date clearly stated so if the provisions of **Section 12.5** of the defendant's Human Resource Management Policies and Procedures manual 2008 as amended in 2009 is taken into account. I have had the occasion to look at the said section and it provides thus;

12.5: Abscondment: A member of staff who is absent from duty for a continuous period of two (2) weeks without permission and fails to notify his/her head of department or supervisor as appropriate of the circumstances for absence, shall be deemed to absconded from duty.

After being away from duty for 7 continuous calendar days, the salary shall be stopped and on expiry of the 14 calendar days be automatically terminated on grounds of abscondment.”

This above provisions is to be read together with the provisions of **Section 12.3.3** of the same manual which tends to explain the issue of dismissal in that it goes on to state that:

“...Dismissal from the service of UNBS shall be understood to be a result of disciplinary action when an employee affected commits an offence of grave nature and or is recommended by the constituted disciplinary committee. Dismissal can also be occasioned due to unsatisfactory performance. Employees who are dismissed shall not be entitled to any terminal benefits.”

From the submissions from either side it is imperative that consideration be had on which then would be related to the question of whether the said Human Resource Management Policies and Procedure Manual 2008 was indeed amended in 2009 and if so was thus applicable to the plaintiff at the time of her dismissal.

The fact of the matter which is not contested is that the plaintiff was dismissed from the services of the defendant on the 2nd day January 2012 after she had been accorded a hearing which was carried out by a disciplinary committee of the defendant upon her having absented herself from duties and having sought to be heard on the reasons for her absence. From the evidence before me , the plaintiff personally presented herself before this disciplinary committee which heard her and the management versions of the situation at hand. Upon conclusions of its finding the said committee went ahead to recommend that the plaintiff be dismissed from services having been dissatisfied with the reasons given by the plaintiff for her absence from duty. The management of the defendant accepted the dismissal recommendation and thus the Plaintiff was dismissed accordingly

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as is seen from the letter of dismissal which was tendered in court as **Exhibit P8**. This document has a heading reference as **Dismissal from UNBS Services** and is dated the 2nd day of January 2012. It was written by the Executive Director of the defendant and it states in parts as follows;

“This letter therefore served to inform you that you have been dismissed from UNBS services immediate effect for abscondment from duty...”

It is on the basis of the contents of this letter that the plaintiff’s contends she was dismissed from services under the 2008 manual and not under another which is stated to have amended the 2008 manual, indicating that while the defendant had two manuals, it chose to dismiss her services under one and that was the 2008 one. The defence denies this contention and insists that there was only one manual which was amended in 2009 and this is on the basis of the testimony of Dr. William Ssali (**DW5**), the chairman of the National Standards Council who in his testimony stated that the defendant had only one manual which governed the employment of staff at the defendant and that the said manual had been amended by a council meeting in which he was

present and chaired and matters relating to the issue of terminal benefits of a dismissed employee were considered and an amendment made removing such terminal benefits to an employee of the defendant dismissed contrary to what was obtaining previously. This went on to explain that since the plaintiff was dismissed after the said amendment and after a disciplinary hearing she could not therefore be entitled to any terminal benefits. He tendered **Exhibit P6** which was the official record of the meeting of the National Standards Council in which the amendments to the manual were made. This document shows that this witness was part of the council meetings held in 2009 with his names appear on list of those that attended the two meetings and a close scrutiny of Item 6 Roman IV indicates that under Minute No. 2, the said meetings discussed, confirmed and approved the amendments to the defendant's Human Resources Management Policies and procedures manual at pages 7 of 12, Item 6(a) and (c). It was the testimony of this witness that upon amendments became effective forthwith in 2009. The plaintiff insists that though these amendments were made, her dismissal letter in January 2012 was based under the 2008 manual. In

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response to this assertion, DW8 stated that the letter of dismissal of the Plaintiff could only be based on the defendant's manual of 2008 as amended in 2009 even if it was not explicit in those terms as the amended terms governing for the staff of the defendant became effective from the date of the 4th September 2009 when they were approved by the National Science Council, it being the governing board of the defendant. This witness further went on to state that once the governing board had made those approval, it only remained for the management of the defendant to carry out its implementation. This position of the defendant management being left to implement the board's decision was confirmed by Susan Akatunga (**DW3**) the Human Resources Manager of the defendant and Lydia Kasule (**DW4**) the Defendant's Human Resources Officer who both concurred that they being part of the defendant management implemented the board's decision by informing all employees of the defendant as per **Exhibit D10** which was a circular to that effect addressed to all employees of the defendant of the new changes in the terms and conditions of service. These witnesses are also employees of the defendant and were emphatic that all employees of the

defendant became aware of the changes in the staff manual with the only complaint which in their knowledge which was ever raised by the staff of the defendant regards the new changes those relating only to the computation of the terminal benefits when due but not on the aspect of the amendment which excluded terminal benefits to an employee who was dismissed. These witness testimonies taken together with that of DW5 were not shaken in cross examination and appeared credible since they were supported by documentary evidence on record which showed that the time the amendments while the plaintiff was still an employee of the defendant and was appropriately informed of the amendments and hence to preclude the plaintiff's argument that she only came to know of the said amendments upon the termination of her services. This is even confirmed by the fact that the plaintiff was terminated much later after the said amendments were made, a period long enough for any query as regards the applicability of those amendments would have occurred. In my view, when I take into account the testimonies of these witnesses and make reference to the time when the Plaintiff was dismissed, it would appear to me that lapse of time from the

date the amendment was said to have been made and the time when the plaintiff was dismissed, it would beat any logic for any of the employees of the defendant to claim that he/she was not aware of the changes which had been made and in respect of the plaintiff it is even more difficult to fathom this taking into account that she was a long serving employee of the defendant of many years and at relatively senior level to not have been conversant with what was taking place in an organization she had been part of for a long time so as to claim to have not been aware of the changes of such importance which affected the very core of the staff employment. Even if I were to believe that she could not have been aware of the nitty gritty of the changes as indicated, as the old adage goes, the ignorance of the law is no defence at all. To this effect I would preclude the application of **Section 114 of the Evidence Act** which the plaintiff wanted to bring to her defence and state that this said section cannot apply to the instant case as it is clear to me that no evidence has been adduced to show that the defendant intentionally caused or permitted the plaintiff to believe that the 2008 manual without an amendment existed or was the only operational document

regarding staff terms and conditions of service but on the contrary it is a truism that if the circumstances under which the Plaintiff was dismissed was examined , it can only be concluded that the Plaintiff chose on her own accord to disregard the terms under which she was employed when she decided to abscond from duty without even telling her immediate superior yet she was well informed what ought to be done in the event of an employee wishing to be absent as can even be seen from her letter of apology in which she indicates that she was sorry she did not inform anybody of her need to be absent and that she indeed did not follow proper procedures. This only goes on to show her laid back consideration of her role as an employee, a situation she cannot be allowed to use such to her benefit and to the detriment of her employer as indeed required by **Section 101 of the Evidence Act** which places the prime duty on her to prove she was dismissed under a particular manual entitling her to terminal benefits yet when an examination of the evidence both oral and documentary which are on record are taken into account, it is apparent that she was dismissed well after the year 2009 when the operational manual governing staff employment had long

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been amended which clearly provided that she was not entitled to any terminal benefits basing that she took leave of her employment on her own without following the very procedures which she now seeks to rely upon.

Indeed, it would have been more believable if the plaintiff proved to this court that no amendment existed or was in place by the time she was dismissed but to try to argue that the so called amendment was a different one from the one she was dismissed from service with in my view is merely an attempt to split hair as the various documents brought in evidence to disprove the plaintiff's contention through the evidence of DW1 up to that DW5 go on to prove that even after the plaintiff did abscond from duty on her own volition, she was still accorded a hearing but due to her very unsatisfactory explanations her services were terminated. It should be noted that for every action which one takes there is usually a consequence and so when the plaintiff knowingly left her employment without informing her immediate superiors, it is the presumption that she fully aware of the consequences of doing so and therefore cannot be seen to later turn around to try to benefit from her fallacy. Indeed I find as

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unhelpful the cause of the plaintiff the authorities cited in reinforce of the plaintiff's case as those authorities dealt with issues more or less relating to terms found in a contract and yet the basis of the plaintiff's case is letter of dismissal which she alludes missed vital words to deny her terminal benefits yet the said letter was merely a signage to a failure to fulfill employment contractual obligations but was not itself the contract thus the provisions of Sections 92 of the Evidence Act would also not be helpful in her case and even the cited High Court decision espousing the doctrine of estoppel is inapplicable and not relevant when I consider the absurdity of the plaintiff's situation as that which was presented with a purpose of bringing in a clear the misreading of a provision in the of the 2008 manual by importing a different paragraph relating to matters concerning death of an employee to try to have a benefit of such yet the provisions section 12.5 of the manual referred to in the dismissal letter was in consonance with her situation of her having been dismissed from employment. On the basis of the above and for the reasons given, I find that the defendant has not proved to this

court that she was entitled to terminal benefits as claimed. This issue is therefore found in the negative.

5. Whether the plaintiff is entitled to salary arrears:

The agreed facts relating to this issue is that the Plaintiff was employed by the Defendant from February 2003 until 2nd January 2012. This fact is supported by documentary evidence on record and corroborated by not only witness testimonies but also documentary evidence. Also the fact of the plaintiff absconding from duties is not denied since even the plaintiff herself in her testimony she states so and gives reason as to why she did so by stating that stopped working in December 2009 as she was continuously sick and unable to perform her duties and that she duly communicated this reason to her immediate supervisor by way of phone calls that being the procedure she claims used when seeking permission/sick leave and even that further consent to her absenteeism was obtained from the Executive Director and the Human Resource Manager of the defendant organization verbally. From the evidence on record, it true that the plaintiff reported her reasons for abscondment. This is surmised from the testimony of Susan Akatunga **(DW3)**, the Human Resource

Manager of the defendant who states so of having received the plaintiff in her office in May 2010 during which the plaintiff informed her of her sickness. This witness states, however, that she advised the plaintiff advised to follow the proper of her needing to be absent from duties in that the plaintiff was to put her request to be absent from duty on medical grounds in writing and to attach medical evidence in support to such a request. Indeed the Plaintiff testifies to this fact and states that she did follow the advice and did communicate the reasons for her absence by a letter dated 3rd September 2010, **Exhibit D.EX1** in which she explained to the Executive Director of the defendant then one Dr. Terry Kahuma that she had been sick and hence unable to carry out her duties with the said sickness having d affected her psychologically and physically making her not able to have earlier not informed the management of the defendant officially. The management of the defendant received this letter, constituted an investigative team to consider her matters and eventually decided that her reasons for being absent without permission was not tenable and decided to terminate her

services. Lydia Kasule (**DW4**), the Human Resource Officer of the defendant corroborates this piece of evidence.

Based on her letter requesting to be reinstated which the plaintiff states was never replied to, the plaintiff claims for salary arrears for the period she was not paid since in her belief as she had written and waited for a reply from the defendant as she had indicated in that letter the reasons for her absence previously and her readiness to begin work. The defendant rebuts this position and states that since the plaintiff absconded from duty from the 9th day of December 2009 when she stopped working for the defendant and did not receive a dismissal letter, the plaintiff rendered no service to it as was clearly stated by the plaintiff in cross examination when she stated thus *“I stopped coming to work on the 9th or 10th December 2009. I did not render any services to the defendant since December 2009; I did not work for the defendant since 2009. I neither sought nor obtained the employer’s permission to stay away from work. I have no proof of ever having informed my employer of my illness and neither did I obtain permission to be away”* in addition to even stating that she failed to follow proper procedure provided for at pages 26 and 27 of

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DEX 5, specifically paragraphs 7.21, 7.3 and 7.5 which provide for the procedure applicable where an employee wishes to obtain sick leave and her clear response was that *“I did not obtain sick leave from the employer and that I did not inform my supervisor of my absence. I should have written to my supervisor”* and that *“I did not apply for sick leave and that there was no recommendation from a medical officer as required in the employment manual. Having failed to apply for sick leave, she did not get the sick leave. I did not obtain permission from the Executive Director of the defendant but claimed to have obtained the same verbally. I do not have proof of having obtained the permission from the Executive Director. I did not obtain any consent before I left work. I did not comply with the defendant’s terms and conditions of service relating to obtaining sick leave”*.

In view of these oral testimonies in court, the defendant urged court to take those as confirming that the plaintiff stayed away from work without obtaining sick leave having not provided even the supporting document had not even any salary arrears to claim since she even told court that *“... I rendered no services to the defendant between those dates, and have not worked for the*

defendant since December 2009...” which was clear admission that she deserved no salary arrears.

To all this, the defence drew the attention of this court to **Exhibit D2** which was a letter dated the 27th November 2011 written by the plaintiff and addressed to the Chairman Investigating Committee of the defendant in which the plaintiff indicates that she had not render any services to the defendant. This position is corroborated by testimony of Vincent Ochwo (**DW1**) who stated absconded from duties from December 2009 yet he was her immediate supervisor but he was not aware of her reasons for being absent nor were any difficulties preventing the plaintiff from working reported to him. He confirmed having written **Exhibit D3** to his head of department in regards to the absence of the plaintiff from duty since December 2009 and the need to have the plaintiff replaced. This testimony was unchallenged. Further Yasmin Lemeriga (DW2) confirms chairing a disciplinary committee composed of himself, Lydia Kasule, Hellen Wenene and Patricia Ejalu which investigated the reasons of the absence of the plaintiff from duty with the committee rejecting the plaintiff’s reasons and thereafter recommending her dismissal

from the defendant's employment in accordance with the defendant's Human Resource Policy. Further DW3 testified to the fact that after the salary of the plaintiff was stopped after she absconded from duties, her husband one Mr. Abdalla Kambuğu Mayanja approached her to find out the reasons for stopping the salary and when informed that it was due to abscondment from duties by his wife he expressed shock and told the witness that he was not aware of the reasons why his wife had stopped working indeed DW3 identified the said husband of the plaintiff in court and this piece of evidence was unchallenged. This witness further told court that she saw a letter written by the plaintiff to the Executive Director seeking for forgiveness for absconding from duty/work **Exh D3** and another letter **Exh D2** another letter written by the plaintiff to the Chairman Investigating Committee DW2 in where the plaintiff stated; ***".... I am sincerely sorry for being away from duty for a very long time"***. These pieces of documents were tendered in evidence in support of the defendant's case that the plaintiff willingly absconded from duty and remained largely unchallenged. When they are considered , they all go to prove that the plaintiff absconded from duties on

her own volition and was thus not entitled to any salary arrears in line with the provisions of **Section 12.5** of the defendant's Human Resource Management Policies and Procedure manual 2008 as amended in 2009 which provides thus;

“...A member of staff who is absent from duty for a continuous period of two 2 weeks without permission and fails to notify his/her Head of Department or supervisor as appropriate of the circumstances for absence , shall be deemed to absconded from duty.

After being away from duty for 7 continuous calendar days, the salary shall be stopped and on expiry of the 14 calendar days be automatically terminated on grounds of abscondment.

It is therefore clear from the foregoing that...”

I agree to this position as this provision is very clear in that it provides for nonpayment of any salary arrears to any staff member who absents from duty without informing or seeking to and obtaining the consent of her immediate supervisor and or management or rendering any services or applying for and obtained any leave of absence from defendant.

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In fact the plaintiff's assertions to right to salary arrears is watered down further when she actually confess to not having worked and even sought for forgiveness as seen from the exhibits stated above pointing to the fact that indeed she is not entitled to any salary arrears as she chose to abscond from her employment on her own volition and would have no basis in law or fact to claim any salary arrears. Indeed it would be fallacious to allow employed persons to do as they please and yet claim for payments for work not done in total contravention of the terms and conditions under which they are employed. This in my view is a recipe for disaster since it would encourage impunity and give illegal rewards for services not rendered which court of law cannot be seen encourage or even allow.

From the above I would conclude that the defendant has successfully rebutted the plaintiff's claims that she was entitled to salary arrears since it has been shown that indeed the plaintiff willfully absconded from duty and when put to task to satisfactorily explain her unbecoming conduct before a disciplinary committee her conduct was found wanting and she was therefore correctly recommended to be dismissed from the

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services of the defendant with no recourse to any salary arrears as the provisions of the defendant's terms and conditions for its staff clearly showed. I therefore find that the Plaintiff is not entitled to any salary arrears as claimed.

6. Remedies:

The plaintiff prayed for among others special damages as indicated in the plaint, general damages, interests on the above and costs of the suit. It is submitted on that the plaintiff has demonstrated to this Honorable Court through her pleadings and testimony in court that she is entitled to the following remedies of special damages of UGX 53,846,518/= as salary arrears and UGX 26,433,745/= as terminal benefits, general damages, interest and costs.

In light of my findings above, it is clear that the plaintiff is not entitled to any of the remedies sought on the basis that she has failed to prove that she was entitled to any having found earlier that the plaintiff absconded from duties on her own accord in contravention of her employment terms and conditions of service with her dismissal which resulting from a comprehensive disciplinary proceedings in which she was accorded the

opportunity to defend her absence was found wanting and eventually she was dismissed from her duties under clear terms which did not entitle her to any terminal benefits or to any salary arrears.

7. Orders:

From my conclusions on all the issues above clearly, the plaintiff has not proved before this court on a balance of probability that she was entitled to the remedies proposed in the her pleadings having found out that she was not wrongfully terminated from her duties but it is a fact that she herself did abscond on her own from duties without following the necessary procedures in contravention of the terms and conditions of service upon which she had been employed and she cannot be seen to benefit from her own inadequacies being that she was well versed with the terms under which she was employed and apparently sought to take advantages of the management weaknesses within the organization she was employed in to unlawfully benefit from the defendant's public funds for which she did not deserve the sympathy of this court irrespective of the reasons first which made her abscond from duty. The courts of law should not be

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used by wayward employees to fleece their employers and for that purpose I make this decision to prevent such employees as the plaintiff to avoid running the courts of law to seek rewards for their way ward behaviors which cannot be tolerated.

In the premises, I am inclined to dismiss this suit with costs to the defendant.

Henry Peter Adonyo

Judge

14th January 2015