

IN THE INDUSTRIAL COURT OF UGANDA AT KAMPALA

ARISING FROM HCS No. 35/2010

.....CLAIMANT

VERSUS

..... RESPONDENT

BEFORE:

1. THE HON. CHIEF JUDGE, ASAPH RUHINDA NTENGYE
2. THE HON. JUDGE, LINDA LILLIAN TUMUSIIME MUGISHA

PANELISTS

1. MS. JULIAN NYACHWO
2. MR. JOHN ABRAHAM BWIRE
3. MR. MAVUNWA EDSON HAN

AWARD

BRIEF FACTS

The Claimant was employed by the respondent as its Legal officer then known as Uganda Microfinance limited (MDI) subject to the company's staff rules and regulations. She completed her probationary appointment and was confirmed as permanent staff. According to her, on 28/01/2010, she was informed that she should appear for an impromptu disciplinary hearing on the 29/01/2010, without giving her the basis of the hearing, having never been given any warning before. The disciplinary hearing did not follow the principles of natural justice and the report

which was purported to contain the reasons for her termination was not availed to her. she was declared guilty and summarily dismissed. She was denied a right of appeal contrary to the Human resources Manual. She was verbally dismissed on the same day and called to pick her dismissal letter on 2/02/2010. She contends that her dismissal was wrongful, callous and fraudulent.

The Respondent on the other hand claims that the Claimant was always warned about her failure to exercise proper professional conduct towards the respondent's customers, hence her termination on the recommendation of the Disciplinary committee. According to them she was terminated on 2/02/2010.

ISSUES

- 1. Whether the dismissal of the Claimant from employment by the Respondent was unlawful?**
- 2. What remedies are available to the parties?**

REPRESENTATION

The Claimant was represented by Mr. Wandabo Joseph of M/s Nassuna &Co. Advocates, Kampala and the Respondent was represented by Mr. Khalid Mpata Advocate of the Legal Department of Equity Bank (U) Limited.

EVIDENCE

The Claimant adduced her own evidence and the Respondent adduced evidence through 1 witness Mr. Innocent Rutatongibwa, its Human Resources Officer.

It was her testimony that on 28/01/2010, she was called a one Muguna Ken, the General Manager Operations and Joseph Iha, the Credit Officer, and asked when she intended to take her maternity leave. She then received a telephone call that night from a one Okello, who told her to appear for a disciplinary hearing, the following day on 29/01/2010.

She said that she was not given the reason for the disciplinary hearing, however She attended it and she was found guilty of infractions which were premised on an Audit report whose findings were only read to her at the hearing. According to her at that time she was 8 months pregnant with her first pregnancy. She said that, she was previously summoned by Mr. Njoroge the Managing director, who sought her advice on how best to downsize the Bank's staff, because it not doing well, and her advice was to terminate the with notice. Her termination however was not as a result of downsizing. It was also her testimony that she got an unsecured salary loan from the Respondent Bank and it was deposited on her Account marked C6. Because of her termination she had to sell her land to service the loan. She contended that she was not allowed sufficient time to prepare for the hearing even when she asked for more time. She was denied a record of the hearing contrary to the Respondent's Human Resources Manual.

RW1. Rutatongibwa, the Respondent's Human Resources Officer testified that, he never worked with the Claimant at all because he was not staff of the Respondent by the time she was employed by the Respondent and at the time of her termination. He therefore based his testimony on evidence he read on her file and particularly her termination letter. He informed Court that he did not furnish Court with the minutes of the hearing or the Audit report, nor could he recall whether the report on the file stated that the Claimant was given an opportunity to respond to the Audit report or to call witnesses in her support. It was his testimony that he did not know what happened at the hearing, save for what he read on the file. He said the claimant was dismissed for failing to exercise proper professional conduct.

SUBMISSIONS

- 1. Whether the dismissal of the Claimant from employment by the Respondent was unlawful?**

It was submitted for the Claimant that under section 69(3) of the Employment Act 2006, an employer was entitled to summarily dismiss an employee and the dismissal shall be termed justified, where the employee has, by his or conduct indicated that he or she has fundamentally broken his or her obligations arising under the contract of service. Counsel cited **Florence Mufumbo vs Uganda Development Bank(LDC 138/2014)** whose holding is to the effect that before dismissing an employee, the employer must establish that, there is verifiable misconduct on the part of the employee. He also cited section 73(1) (b) which provides that, when terminating an employee, the employer must act in accordance with justice and equity, otherwise the termination would be unfair.

He contended that in the instant case, the Claimant's dismissal was based on an audit report which was not given to her to enable her prepare her defence and it is not disputed that its findings were only read to her at the hearing, on 29/01/2010. He further contended that the Respondent did not prove that the Claimant was guilty of gross misconduct which warranted summary dismissal, because she was not accorded a fair hearing as provided under section 66(2) which entitles an employee to be given an opportunity to be heard and to make representations regarding allegations of misconduct or poor performance and she was not given reasonable time within which to prepare a response as provided under section 66(3). He relied on **Alex Bwayo vs DFCU Bank (HCSS No. 78 of 2012,** in which her Lordship Justice Elizabeth Musoke elucidated the principles of the right to a fair hearing were as follows:

“ (i) Notice of allegations against the employee to be served on him within reasonable time to allow him to prepare his defence.

(ii) The notice has set out clearly what allegations against the plaintiff are and what his rights are at the oral hearing. Such rights would include the right to

respond to the allegations against him orally or in writing; the right to be accompanied at the hearing and the right to cross examine the defendant's witnesses or to call witnesses of his own.

He also cited **Issac Nsereko MTN HCCS No. 156/2012**, for the same principle. He argued that the tenets of a fair hearing were not followed in the instant case because the Claimant was called on the 28/01/2010 by a one Cissy Okello from the Respondent's Human Resources Department and informed that she would face the disciplinary committee on 29/01/2010, which was legally not sufficient time for her to be able to prepare for the hearing. According to him, the notice of the allegations was not in writing because it was given to her via phone call late on the night before the hearing took place. He reiterated that at the hearing, she was denied the right to respond to the allegations leveled against her and she was not allowed to call her own witness or to cross examine any of the Respondent's witnesses because no one was called as a witness. The committee read out the findings of the Audit report and declared her guilty.

Counsel asserted that the Respondent did not controvert all these facts and besides its sole witness RW1 was not staff at the time, therefore he had no knowledge about what transpired at the hearing. He contended that although RW1 drew knowledge from the documents on the Claimant's file, he did not tender the minutes of the disciplinary meeting or the Audit report on the record of Court, thus rendering his testimony unreliable.

Counsel also argued that the Respondent did not follow the disciplinary procedure laid down in its Human Resource Manual, yet it provided for an accused employee must be issued with a show cause letter, citing the nature of offence, 2 working days within which to prepare a defence, and the record of the employee should indicate the number of warnings received by the employee, among others. He insisted that

the hearing which was carried out in the instant case, a sham, because the Respondent did not follow the set procedure, therefore it rendered the dismissal unlawful.

He insisted that the Respondent did not prove any misconduct on the part of the Claimant, because the Audit report which was the basis of the dismissal and the minutes of the disciplinary committee were not adduced in court as evidence nor was there any evidence of the warnings which were alleged to have been issued to her. Besides RW1 testified that the warnings were oral warnings and given that he was not staff at the time the hearing took place, this evidence was inadmissible.

In his view the Respondent's intention was deny the Claimant her right to maternity leave because on 28/1/2010, Muguna Ken, the General Manager Operations and Joseph Iha, the Credit Officer, both asked her when she intended to take maternity leave and after she revealed the date, she received a phone call that night, requiring her to appear for a disciplinary hearing, the following day on 29/01/2010.

It was his submission that the Respondent was determined to downsize its staff, a fact the Claimant learnt about when she was asked to render legal advice on how to best downsize the Respondent's staff. According to him, given that no evidence was adduced to prove misconduct on the part of the claimant, she was dismissed because she intended to apply for maternity leave, which she was entitled to, under section 56 of the Employment Act. He argued that this was contrary to section 75(a) of the Employment Act which prohibits the termination of an employee on grounds of pregnancy.

He concluded that having not complied with its own Human Resources Manual, and having denied the Claimant a right of appeal, the decision to summarily dismiss her was unlawful.

reply, Counsel for the Respondent, citing section 68(2) of the Employment Act which provides that the reasons for which an employer shall dismiss an employee shall be reasons which employer genuinely believed to exist and **Hilda Musinguzi vs Stanbic Bank Uganda Ltd SCCA No. 005/2016**, whose holding is to the effect that section 68(2) does not impose a high standard of proof of the reasons for termination as is required in a court of trial and all that was required was for the employer to “...*prove he or she held a genuine belief that the employee has committed acts and or omissions to justify termination...*”, submitted that, the Claimant in the instant case was dismissed from employment on grounds of poor attitude towards the Banks customers. According to him she was called for a disciplinary meeting which she attended without protest. He asserted that, the claimant attended the disciplinary hearing on 29/01/2010 and she defended herself. There is no proof that she asked for more time or that she asked to cross examine witnesses, therefore she was lawfully terminated in accordance with section 68(2) of the Employment Act.

DECISION OF COURT

It is the agreed position of the law that, an employer can no longer terminate or dismiss an employee for no reason at all and without according him or her an opportunity to respond to the reasons for which he or she is being considered for termination or dismissal. It is also trite that, such an employee must be given reasonable time within which to prepare to respond to the reasons and to be accompanied by a person of his or her choice. Section 66(1,2,3,4) of the Employment Act provide that:

“66. Notification and hearing before termination

(1) Notwithstanding any other provision of this part, an employer shall before (our emphasis) reaching a decision to dismiss an employee, on the grounds of misconduct or poor performance explain to the employee, in a language the

employee may be reasonably expected to understand, the reason for which the employer is considering dismissal (emphasis ours) and the employee is entitled to have another person of his or her choice present during this explanation,

(2) Notwithstanding any other provision of this part, an employer shall before reaching a decision to dismiss an employee, hear and consider any representations which the employee on the grounds of misconduct or poor performance, and the person, if any chosen by the employee under subsection (1) may make.

(3) The employer shall give the employee and the person, if any, chosen under subsection (1) a reasonable time within which to prepare the representations referred to subsection (2).

(4) Irrespective of whether any dismissal which is a summary dismissal is justified, or whether the dismissal of the employee is fair, an employer who fails to comply with this section is liable to pay the employee a sum equivalent to four weeks' net pay...

And section 68 of the same Act as follows:

68. Proof of reason for termination

(1) In any claim arising out of termination the employer shall prove the reason or reasons for the dismissal, and where the employer fails to do so the dismissal shall be deemed to have been unfair within the meaning of section 71

(2) The reason or reasons for dismissal shall be matters, which the employer, at the time of dismissal, genuinely believed to exist and which caused him or her to dismiss the employee...."

It is not disputed that on the night of 28/01/2019, the Claimant was called by a one Okello from the Human Resources Department, who notified her about a disciplinary hearing scheduled to take place the following day, 29/01/2019. The Respondent's sole witness testified that, he was not staff at the time she was employed and dismissed by the Respondent and that he based his testimony on evidence on her file. According to him she was terminated for her failure to exercise proper professional conduct, which was a finding of an Audit which was undertaken by the Respondent. He however did not adduce any evidence to support this assertion in Court. He did not produce the Audit report on which the allegations against the claimant were said to be derived nor did he produce any minutes of any disciplinary meeting, as evidence of the Claimant's culpability. Her letter of termination stated in part as follows:

"We refer to the special Audit report dated 9/01/2009 and subsequent to the disciplinary hearing held on 29/01/2010.

The findings of the report showed complaints from staff and customers regarding your attitude and conduct. In this report 8 branches were sampled regarding your conduct and they complained of your unprofessional conduct, unwillingness to help on bank related issues and poor attitude. ..."

The letter went further to point out instances when the Claimant is purported to have misconducted herself. What is peculiar in this letter is that it stated that, the Audit was conducted on 9/01/2009, but the Claimant was only informed about its findings against her, on the 29/01/2010, 1 year later. There is no evidence of any warning that was issued to her regarding these findings or any other misconduct, on the record of court nor did we find any evidence to indicate that she was aware of such findings regarding her alleged misconduct. We also do not agree with RW1's

testimony regarding the issuance of verbal warnings because he was not staff when the Claimant was dismissed and he said that the warnings were oral in nature.

We carefully perused the disciplinary procedure stipulated under clause 17.1.4. and 17.1.5 of the Respondent's Human Resources Manual Marked "C4". It provides that:

"The formal disciplinary procedure starts with a show cause letter. the employee will be informed by the appropriate supervisor in writing of the nature of the complaint/allegation.

17.1.5 Policy Guidelines

In all instances of disciplinary cases i.e minor, major or gross misconduct, the following guidelines will be used:-

- *The employee will be issued with a show cause letter citing the nature of offence and requiring him/her to show cause as to why disciplinary action should not be instituted.*
- *The employee shall with in 2 working days of receipt of the show cause letter:-*
 - o *State his/her defence in writing*
 - o *Depending on the nature of offence, the period of 2 working days can be extended to 3 working days to enable the employee complete his/her explanation*
- *An employee who is facing a disciplinary action will be allowed the right of appeal to an appeals committee constituting of at least three EXCOM members with the MD or designate as chair*
- *The grounds of appeal will be reviewed by the next higher level of authority and the decision will be communicated to the employee within 7 days*

- *If an explanation is acceptable, the employee will be advised....”*

It is clear to us from the evidence adduced on the record and in court, that the procedure as under the Manual(supra) was not followed by the Respondent, because as already stated, the Claimant was called on 28/01/2010, a night before the hearing, scheduled for 29/01/2010. The charges against her were not given to her in writing as provided in the disciplinary procedure nor was she granted the requisite 2 days to prepare for the hearing. As already discussed above we, found no evidence to indicate that she was availed the Audit report before the hearing, nor she was given time to respond to the allegations of misconduct which were leveled against her. It is our considered opinion that even if the charges were not in writing she ought to have been notified early enough and to be given time to respond to them.

The actions of the Respondent were clearly in violation of Clauses 17.1.4 and 17.1.5 of the disciplinary procedure provided under its own Human Resources Manual (supra) and the tenants of a fair hearing as enshrined in Article 28 and 44 of the Constitution of Uganda 1995(as Amended) and section 66(supra) and 68 of the Employment Act(supra) were not adhered to.

We therefore do not associate ourselves with the Respondent’s argument that simply because the Claimant attended the hearing without protest, made it a fair hearing, given the violation of the tenets of a fair hearing.

It is our considered opinion that even if the standard of proof in a disciplinary hearing is lower than that in a court of law, this does not give employers a latitude to conjure up any reason as a means to terminate/dismiss their employees. An employer is expected to give an employee a justifiable reason for termination or dismissal. Section 68(1) (supra), particularly requires that before the employer terminates and

employee he or she must prove that the reason or reasons for termination, although he or she is not expected to do prove beyond reasonable doubt.

We therefore do not accept the assertion by Counsel for the Respondent that, the mere belief that a reason for termination/dismissal exists at the time of dismissal, is sufficient cause for dismissal or termination of an employee. The reason must be proved or justified.

In the instant case the Respondent stated that it conducted a special Audit which was the basis of the allegations for the Claimant's dismissal. However, the report was not availed to her before the hearing, nor were the proceedings of the disciplinary meeting adduced in court. Clearly the Respondent did not prove that the reasons for dismissal were justifiable reasons as envisaged under Section 68 of the Employment Act(supra).

We however did not see the nexus between the Claimant's right to maternity leave and the termination because, RW1 testified that the Claimant was terminated for her failure to exercise professional conduct. On the contrary, it seemed to us that the Respondent's intention was to dismiss her from employment before she took her maternity leave, hence the hurried disciplinary process, which violated the principles of natural justice.

In conclusion, we found that, given that the Claimant was not given adequate notice about the reason or allegations about her termination, she was not given reasonable time within which to respond to the allegations leveled against her in writing or to appear before an impartial disciplinary tribunal or committee to make representations regarding the allegations, her summary dismissal was not justified and therefore it was wrongful and unlawful. Issue 1 is therefore resolved in the affirmative.

2.What remedies are available to the parties?

Having found that the Claimant was unlawfully dismissed, she is entitled to some remedies.

a) Compensation for loss of earnings

She prayed for the payment of her salary arrears from the 2/2/2010 until the date of this award. She also cited, **Omunyokol Akol Johnson Vs Attorney General SCCA NO. 6 of 2012**. Although the Supreme Court Awarded the Appellant in this case salary until the date of retirement, this court distinguished it in **Mufumbo(supra)** and held that **Omunoyokol** applies to Civil Servants and not apply employees employed in private enterprises. It is trite that once an Employment contract has been terminated, unlike an ordinary contract, Court cannot make an order for specific performance and the only remedy to an employee in issue is the award of General damages in addition to other remedies prayed for under the Employment Act. We are fortified by the Supreme Court's holding in **Stanbic Bank Vs Kiyimba Mutale SCCA No. 2/2010**, which stated thus:

"... it is trite law that normally an employer cannot be forced to keep an employee against his will. There can be no order for specific performance in contracts of employment.(emphasis ours) However, the employer must be prepared to pay damages for wrongful dismissal..."

In **Richard Kigozi vs Equity Bank Uganda Limited, LDC No. 115 of 2014**, this court stated in line with **Kiyimba Mutale(supra)**,that: *"...Even then it is not a guarantee that an employee will serve the term of employment to the end. There is a possibility that the contract could be terminated by unforeseen reasons other than termination, such as death, lawful termination, resignation etc. For the same reasons therefore, there was no guarantee that the Claimant would have served the Respondent until*

retirement...” The claim for future earnings has therefore been held to be speculative.

In the circumstances, even if the Claimant in the instant case, was terminated prematurely, there is no guarantee that she would have served the full term of her contract for any of the reasons stated in **Kigozi**(supra). Her claim for loss of earnings therefore fails.

b) Compensation for unfair termination under section 78.

The Claimant prayed for the payment of Ugx. 1,800,000/- as compensation for unfair/unlawful termination equivalent to 4 weeks payment. In **Edace Micheal vs Watoto Child Care Ministries LD Appeal No.016/2015**, this court held that section 78 of the Employment Act, 2006, “... *covers whatever damages that could have arisen from illegal termination although section 78(3) provides for maximum amount of additional compensation which in our view is equivalent to damages. Unlike the Industrial Court, the discretion of the Labour officer to award such damages under section 78(3) is limited to 3 months wages of the dismissed employee’s salary...*” It was settled in **African Field Epidemiology Network (AFNET) vs Peter Waswa Kityaba CA .No.0124/2017** that: “*...the Industrial Court, can determine any dispute which can be filed in the high court .In that respect it has unlimited jurisdiction on the question of remedies that it can lawfully order...*”. In the circumstances, this Court cannot make an award for compensation under section 78 which is the preserve of the labour officer. This claim therefore fails.

c) Payment of Severance Allowance

Citing section 87(a) of the Employment Act which provides for the payment of severance allowance to an employee who has been in the employ of an employer for a period of 6 months or more and is unlawfully terminated among other

circumstances, he prayed that the Claimant is paid Ugx. Of Ugx. 3,600,000/- in accordance with **Donna Kamuli vs DFCU LDC 002/2015**, which provides for the payment of 1 months' salary for every year served, in cases where there is no agreed formula for the calculation of severance pay as was the case. We have no reason not to award the claimant severance pay given that she was unlawfully terminated. Her employment took effect on 24/11/2008 and she was dismissed on 2/2/2010, therefore she served for 1 year and 2 months. She is therefore entitled to 1 months' salary as severance pay amounting to **Ugx. 1,800,000/=**.

d) Payment of the Claimant's outstanding loan obligation

It was submitted for the Claimant that she was granted a salary loan by the Respondent Bank and at the time of her dismissal, the outstanding amount was 18,000,000/=. According to Counsel it was the Claimant's evidence in chief that a loan of Ugx. 19,000,000/- was disbursed onto her Account by the Respondent. Citing **Okello Nymlod vs Rift Valley Railways (U) Ltd CS No. 195/2009**, in which it was held that the Defendant was liable to pay the Plaintiffs outstanding loan since it was premised on an understanding that the Plaintiff would continue to be employed to pay it off. According to him the statement at page 163 of the Claimant's trial bundle was proof that the claimant had a salary loan and this was not in dispute.

Counsel for the Respondent however refuted this claim and stated that exhibit C6 which the Claimant was relying on was not a loan statement but a staff Account. According to him the closest sum to Ugx.18,000,000/- was 19,000,000/- which was deposited on to her account as **"disbursement credit."** It is not clear who made the disbursement credit or what it was meant for. He argued that given that the Claimant could not remember whether she had received any other payment on her staff Account outside her salary, yet she did, was proof that C 6 could not be relied upon as evidence especially in the absence of evidence of a salary loan application or loan

agreement with the Respondent, stating the amount, source of payment and repayment schedule.

He also refuted the assertion that she sold her land in a bid to pay off the loan because she did not adduce evidence of any sale agreement in court or evidence that she deposited the proceeds of the land sale in the Respondent Bank. According to him C6 did not show such proof nor did she produce any payment slips. It was also his submission that RW1 did not find any evidence regarding a loan on her file, therefore this claim should fail.

This court has held in many cases that, where an employee has applied for and been granted an unsecured loan whose repayment is solely by salary and the employee is unlawfully dismissed, the liability of paying the loan shifts to the employer who unlawfully terminated the said employee. However, the employee has the onus to prove that the loan was approved/guaranteed by the employer, as a salary loan and that the loan is purely unsecured and solely premised on salary for its repayment.

In the instant case the claimant only adduced a copy of a statement of Account 1003100233754 in her names and the Respondent confirmed it was her staff Account but not a loan Account. The statement shows that on 18/05/2009 there was a “disbursement credit”, of 19,000,000/-. However, it is not clear what this deposit was meant for or who made the deposit. Although the claimant would want court to believe that it was a loan she acquired from the Respondent, there is nothing on the record to indicate that this deposit was made by the Respondent Bank as a loan to her. There was no evidence of a loan application by the Claimant or approval of the same by the Respondent. She therefore failed to link the 19m disbursed onto her

Account on 18/05/2009, to the Respondent. As stated by Counsel for the Respondent, the Claimant did not furnish court with evidence of the sale of her land, or a deposit slip of the proceeds of the land sale on to her Account as proof.

We therefore have no basis to accept the assertion that she had any loan obligations with the Respondent, therefore her claim cannot stand. It is denied.

Payment of maternity leave

Having found no linkage between this case and the Claimant's right to maternity leave, we have no basis to award her payment for maternity leave.

Payment in lieu of Notice of Ugx.1,800,000/-

It was submitted for the claimant that she was entitled to 1 months' notice in accordance with section 58(3) of the Employment Act having worked for the Respondent for 2 years. Counsel contended that she was not given notice of dismissal and yet she should not have been summarily dismissed, therefore she is entitled to payment in lieu of notice

We have already established that her summary dismissal was unlawful, in the circumstances she is entitled to payment in lieu of notice. Section 58(3)(b) provides for notice periods as follows:

58. Notice periods

...

(3) The notice required to be given by an employer or employee under this section shall be-

(a) not less than 2 weeks, where the employee has been employed for a period of more than six months but less than one year;

**(b) not less than one month, where the employee has been employed for a period of more than twelve months, but less than five years;
...**

She commenced her employment with the Respondent on 14/11/2008. She was worked on probation until her confirmation on 08/05/2009. She was terminated on 2/2/2010, therefore she worked for the Respondent for 1 year and 2 months. According to Section 58(3)(b)(supra) she is entitled to 1 months' salary as payment in lieu of notice of **Ugx. 1,800,000/-**.

General damages

It was submitted for the claimant that her unlawful dismissal caused her anguish and inconvenience. She was a single mother who had to raise her three children without a job, following her unlawful dismissal. The sham disciplinary hearing was intended to humiliate her and the manner in which she was told to vacate the Respondent's premises and wait for the dismissal letter at home, the concoction of allegations against her which did not exist and were not proved in court caused her psychologically torture and made it difficult to get another job in the Banking Sector.

He argued that for the mental anguish she suffered due to the unlawful conduct of the Respondent. She should be awarded Ugx. 300,000,000/- in damages.

It was well settled in **Stanbic Bank Vs Kiyimba Mutale SCCA No. 2/2010**, by Chief Justice Katureebe, on the award of General Damages when he stated that:

"... Having found that the appellant was wrongfully terminated, the Court should have proceeded to make an award of general damages which are always in the discretion of the court to determine.

...

In my view, that adequate compensation would have been a payment in lieu of notice, a measure of general damages for wrongful dismissal(emphasis ours) and payment of accrued pension rights. The High Court could have awarded substantial general damages but in its discretion, it chose to award only shs. 2,000,000/-. ... I think that the respondent could have been awarded substantial general damages for wrongful termination of his employment, taking into account his status, the manner of termination " (Emphasis ours).

In light of this **Kiyimba Mutale(supra)**, this court has held in many cases that the remedy for an employee who is unlawfully terminated is an award of general Damages in addition to other entitlements that may accrue to him and prayed for under the contract of employment or the Employment Act 2006.

We take cognizance of the pain and suffering the claimant suffered as a result of the loss of her employment and especially given the manner in which she was terminated. We also appreciate the difficulty, of securing another job in the banking Industry given the high stands of integrity and proficiency required in the Banks. The Claimant however mitigated the loss by engaging in self-employment. For the pain and suffering caused by her unlawful termination, she is entitled to an award of general damages. However, we think that the claim for Ugx.300,000,000/=,as general damages is excessive. We believe that given that she had served the Respondent as a legal officer for only 1 year and 2 months, earning 1,800,000/- per month, and given the manner in which she was terminated, we think an award of **Ug. 32,000,000/=** as General damages is sufficient.

Punitive Damages

We found no basis to award punitive damages. In our considered opinion the award of General damages in this case is sufficient.

Interest

An award of interest of 15% per annum on all pecuniary awards in made from the date of this award until payment in full.

Costs

No order as to costs is made.

In conclusion, this claim succeeds in the following terms.

1. A declaration is made that the Claimant was unlawfully and wrongfully dismissed from her employment.
2. An award of 1 month's salary as severance Pay of Ugx. 1,800,000/=
3. An Award of 1 month's salary as payment in lieu of notice of Ugx. 1,800,000/-.
4. An award of Ugx. 32,000,000/= as general damages.
5. Interest of 15% per annum on all pecuniary awards made from the date of dismissal until payment in full.
6. No order as to costs.

Delivered and signed by:

1.THE HON. CHIEF JUDGE, ASAPH RUHINDA NTENGYE

2.THE HON. JUDGE, LINDA LILLIAN TUMUSIIME MUGISHA

PANELISTS

1. MS. JULIAN NYACHWO

2. MR. JOHN ABRAHAM BWIRE

3. MR. MAVUNWA EDSON HAN

DATE; 2ND OCTOBER 2020

