

**THE REPUBLIC OF UGANDA  
IN THE INDUSTRIAL COURT OF UGANDA AT KAMPALA  
LABOUR DISPUTE CLAIM NO. 054 OF 2015  
[ARISING FROM MAK/CSS/061/2021]**

5

**BETWEEN**

**NAMWANJE RITAH .....CLAIMANT**

10

**VERSUS**

**1. JULIET BAVUGA**

**2. CHILD IN NEED INSTITUTE.....RESPONDENT**

15

**BEFORE**

1. Hon. Head Judge Ruhinda Asaph Ntengye

**PANELISTS**

1. Ms. Adrine Namara

2. Mr. Micheal Matovu

20

3. Ms. Suzan Nabirye

**AWARD**

**Brief facts**

25

By a memorandum of claim filed in this Court the Claimant alleged that, having entered into a contract of service with the respondents on 1/2/2012 and having worked for the respondents at a salary of 2,000,000/= for five months, she was never paid any salary.

30

By a memorandum in reply filed in this court, the respondents denied having engaged the claimant on contract terms and pleaded that she came in as a volunteer since at that time she was only a trainee in a nursing school and she was brought in the respondent organization through family ties.

**Issues agreed**

- 35 1) Whether the Claimant entered into a contract of service with the Respondent as a Health Service Coordinator at a salary of 2,000,000/=, and if so whether the alleged contract was good in law.
- 2) Whether the Claimant's employment was illegally and unfairly terminated.
- 3) Whether the Claimant forged the contract document.
- 40 4) Whether the Claimant is entitled to any remedies.

### Representations

Mr. Kizza Henry from Katumba & Co. Advocates/legal consultants appeared for the claimant while Mr. Andrew Bagaya from M/s. Andrew & Frank Advocates represented the respondent.

### 45 Evidence adduced

The Claimant adduced evidence from herself and some other witness while the respondent adduced evidence from one Sarah Katutu. Both parties adduced documentary evidence which they relied on.

50 The claimants evidence was to the effect that having been called on phone by the 1<sup>st</sup> respondent in connection with starting an NGO, she was introduced to the idea of the NGO and recruited as Health Service Coordinator at a salary of 2,000,000/=. After 3 weeks of working the 1<sup>st</sup> claimant and one Jennifer Ssengoba who was a Co-director with the 1<sup>st</sup> Claimant presented to her a copy of the Employment Contract which she perused through after which both

55 parties signed the same. She was not paid for 5 months on the understanding that the donors of the NGO had not yet sent the donation and when the said donation came the 1<sup>st</sup> defendant sought to adjust the payment to 1.2 Million which the claimant objected upon which her employment was terminated. What she received from the respondent was not salary but petty cash as up

60 keep.

The evidence of the respondent was from one Sarah Katutu who informed court that she together with the claimant joined as volunteers and that it was clear they were to be volunteers for the first six months. At the time the claimant had not passed her final exams. According to her, each of them wrote

65 in a book her salary expectation and while she wrote 1 million, the claimant

wrote 2,000,000/= but never did they sign any contracts and therefore the contract exhibited by the claimant was a forgery.

### **SUBMISSIONS**

70 The submissions on record are only submissions from the claimant most probably because the Respondent at the last hearing on 27/1/2022 was absent. The case was originally fixed for 23/03/2020 but it would not come up until 4/11/2021, probably due to Covid 19 restrictions. Both parties were served by court for 27/1/2022 when only counsel for the claimant turned up. This court having been satisfied that the respondent was served, and the case  
75 being a backlog case of as far back as 2015, it was ordered that the respondent closes its case, having had a history of failure of the respondent to secure witness as agreed.

The submission of the claimant was to the effect that there was a contract of service and that it was signed by the parties. Counsel referred us to  
80 the staff guidelines signed by the respondent and called upon this court to compare the two in order to establish that the respondents signed the contract of service. Counsel argued that since the claimant was terminated without notice and without hearing the termination was unlawful.

### **Decision of court**

85 It is not in dispute that the Respondent organization being owned by the first claimant and one Sengooba was started on scratch by both RW1 and the Claimant as the first nurses. Whereas RW1, testified that both were working as volunteers and therefore no contract of services was executed between the claimant and the respondent, the claimant exhibited a contract signed by both  
90 promoters of the respondent organization who included the 1<sup>st</sup> respondent and one Sengooba.

Although the first respondent did not come to court to testify as to whether the signature on the contract document belonged to her, RW1 in cross examination insisted that the signature was forged. In further cross  
95 examination RW1 admitted that she did not have sample signatures of both the 1<sup>st</sup> respondent and one Sengooba, although she informed court that the

signature on the respondent's trial bundle, page 1, document 1 dated 15/05/2018 belonged to the 1<sup>st</sup> respondent.

This document is referred to as "**CINI UGANDA STAFF PAYMENT GUIDELINNES**".

We have carefully looked at the signatures on both this document and on the job detail description contract attached to the memorandum of claim and both are very similar.

Without the evidence of the 1<sup>st</sup> respondent who signed both documents and without evidence of a handwriting expert, it is not possible for this court to believe the testimony of RW1 that the signature on the contract was forged, given the obvious similarity of both signatures.

Consequently, on the evidence available, we find that the claimant entered into a service contract which was executed by both parties as witnessed in exhibit annexure C1, attached to the memorandum of claim. The contract was in very clear terms that the claimant's salary was 2,000.000/= and her job title was "**Health Service Coordinator.**"

Under paragraph 9 of the memorandum in reply the respondent alleged that the claimant absconded from duty and stole a book.

It is not clear on the evidence from the respondent that this was the reason she was terminated. From the claimant's own testimony, she was ordered out of the office after the keys were confiscated and that this was done without a hearing or disclosure of any reason for doing so.

In absence of evidence to the contrary, it is clear that the claimant was terminated without a hearing contrary to **Section 68 and 66 of the Employment Act**. This being the case the termination was illegal, unfair and unlawful.

The last issue relates to remedies

The claimant in her memorandum of claim prayed for unpaid salary of 10,000,000/= for 5 months.

Following the declaration that there existed a contract of service and that the claimant was employed by the respondent for the 5 months, it is hereby ordered that the Respondent shall pay 10,000,000/= as salary to the claimant. No orders as to costs is made.

130 In conclusion the claim succeeds in the above terms.

**Delivered & signed by:**

1. Hon. Head Judge Ruhinda Asaph Ntengye

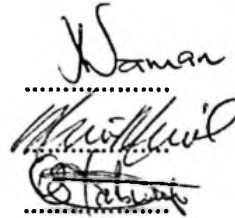


**PANELISTS**

135 1. Ms. Adrine Namara

2. Mr. Michael Matovu

3. Ms. Susan Nabirye



**Dated: 08/04/2022**