**THE REPUBLIC OF UGANDA**

**IN THE INDUSTRIAL COURT OF UGANDA AT KAMPALA**

**LABOUR DISPUTE CLAIM NO. 42 OF 2014.**

**ARISING FROM HCT-CS-171/2013**

 **BOSCO AKUGIZIBWE …………….. CLAIMANT**

**VERSUS**

**BARCLAYS BANK (U) LTD ……………. RESPONDENT**

**BEFORE:**

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

**PANELISTS**

**1. MR. EBYAU FIDEL**

**2. MS. HARRIET MUGAMBWA NGANZI.**

**3. MR. F X MUBUUKE**

**AWARD**

**BRIEF FACTS**

The Claimant was employed by the Respondent as a personal banker, in March 2010. According to him he was earning Ugx.15,675,000/= per annum. He was confirmed as Business Customer Adviser in October 2010 effective 1st November 2011 on the same terms. He was terminated for processing n Real Time Gross Settlement (RTGS) for Ugx. 32,260,000/- for an imposter a one Hope Bainga Mugenyi purported holder of Account No. 014053927410 on 26/7/2011. He was subjected to a Disciplinary hearing. On 14/03/2012, he was terminated for negligence for purportedly processing the fraudulent Real Time Gross Settlement (RTGs) and according to him the termination was unlawful hence this suit. Prior to his termination he had obtained a loan of Ugx. 26,100,000/-.

**ISSUES**

1. **Whether the Claimants employment was unlawfully terminated by the Respondent?**
2. **Whether the Claimant /respondent to counter claim is indebted to the defendant Counter Claimants?**
3. **Remedies to the parties**

**REPRESENTATIONS**

**SUBMISSIONS**

**1.Whether the Claimants employment was unlawfully terminated by the Respondent?**

According to Mr. Abbas Bukenya, Counsel for the Claimant on the 26/07/2011 while at garden city Branch the Claimant was approached by a customer a one Hope Bainga Mugyenyi, with instructions to process an RTGS for Ugx.32,260,000/- to account Number 014053927410 in the names of Gideon Tusiime. Th Claimant received the said instructions by appending a receipt signature and a copy of the customer’s original passport as identification. He however advised her to return the following day, on 27/7/2011, because of a network failure. On the 27/7/2011. He then verified the identity of the said customer by comparing the documents she had submitted for the transaction, with the information she submitted when she opened the account now in the Bank’s data base. According to Counsel the customer’s Account was opened before he joined the bank. It was counsel’s submission that the Claimant did due diligence and confirmed the correct identity of Hope Bainga Mugyenyi and also compared the image in the data base and the one in the passport, her date of birth as 7/02/1963 and her phone number as 0712711110. He also confirmed her signature which he found materially similar to the specimen signatures she had provided to the Bank and her name Bainga.

He further contacted the customer on her cell No. 0712711110 via the Bank’s official line No. 414 232025 to seek her confirmation of the transaction, which she did. Counsel referred evidence obtained from CID to that effect on the record. He then forwarded the application to his superviser for further verification and confirmation with the customer and then to the Operations manager for further verification and final authorization, which was done.

Counsel asserted that procedurally, the operations manager having sanctioned the RTGS, approved it, authorized and forwarded the RTGS to headquarters for payment to be effect, the Claimant could not be faulted for the payment or in the information given when opening the customer’s Account, because his role stopped at verifying the customers details.

He further submitted that the investigation that was carried out established that, whereas the Bank database indicated 0712711110 as the customer’s number , the account opening forms indicated 0717711110 as the correct number. Whereas the name Hope Bainga was in the electronic data base, the name hope Banga Mugyenyi was found on the Account opening forms. However, given that the particulars on the form were not entered onto the system by the Claimant he could not be blamed for his superiors failure to undertake their roles before authorizing payment. He contended that the committee disregarded the fact that, it was their responsibility to verify the authenticity of the customer and the account, but they shifted the blame on Bosco, even after the report found that a one patience Birungi had admitted to entering erroneous information, such as wrong telephone number wrong names and contacts, while opening the account on 25/7/2007, and yet this was the same information the Claimant relied on to undertake the verification and the Claimant had no .

It was Counsel’s submission that, the Respondent should have called Bisaaso, the Claimant’s immediate superviser, Semukaya Godfrey Max the Operational Manager, Rogda Bamwita as RTGS authorizer and Ann Munezero the RTGs superviser, as witnesses because they are the ones who approved the transaction and the Claimant had no role in the end to end transaction. It was his submission that an adverse inference should therefore be drawn against the Respondent Bank as was in **J.K. Patel vs Spear motors Ltd (SCCA 4 of 1991 and Feiba L Taituka vs Abdu Nkendo [1999] HCB 275** in which it was held that;

***“An adverse inference be drawn against a party for not calling a key witness.***

He further contended that whereas the disciplinary Committee which recommended that the Claimant’s termination is effected 11/11/2011, the investigation report on which it relied o make this decision was only submitted to management on 28/11/2011 and this was admitted by RW1 Stella Malinga.

Counsel asserted that , this was contrary to the principle that the investigation must be complete and issued to the the employee in issue before the hearing. He relied on **Haji Asuman Mutekanga vs Equator Growers (U) Ltd SCCA No. 7 of 1995**, which was to the effect that there is no better evidence than an admission by a party and there is no better judgement premised on an admission. He also cited sir Ronald Sindair holding in **Zariwa vs Noshir (19630 EA 239 EACA,** which stated that;

*“The general rule is that admission by a party to a proceeding are admissible against him, but not in favour of such party to prove the truth of the fact stated.”*

Counsel insisted that the RTGS transaction passed through the correct channels and the only person who was to be faulted was Patience Birungi who admitted the errors she made in the entries on the system and the account opening forms, such as, wrong cell number 0712711110 in the instead of 0717711110, for Account No. 0341035163 in 2007, before the Claimant was offered employment by the Respondent.

According to Counsel the move to amend the customers account in respect of her name, identification, i.e, passport B0550751 on the date the claimant was heard was done in bad faith and therefore rendered his termination unlawful.

Counsel argued that the allegedly genuine passport No. 550751 was only produced by the customer on the day of the investigation as confirmation of her identity but it was not used to open the account as alleged. And the appearance of the Customers name in the Bank electronics system under account operating instruction at page 57 and 58 of the trial bundle were Hope Bainga Mugenyi and this matched passport No.0580726 presented to the claimant as identification when she gave him instructions to prepare an RTGS on 26/7/2011 and not Hope Milly Mugyenyi as alleged.

He contended that the deliberate exclusion of th customer from the disciplinaryp proceeding meant that there was no loss occasioned as purported especially given that no audit was undertaken because no audit report was tendered as part of the investigation report.

He also discredited the appeal process because, whereas the Claimant lodged an appeal on 20/03/2012, the appeal was heard on 11/4/2012, but he was denied a right to representation, contrary to paragraph 43 on page 105 and para 6.1 on page 109 of the trial bundle. He also attributed the Claimant’s failure to get a job elsewhere in the banking sector, to the Respondent’s refusal to issue him a certificate of service.

Counsel also refuted the Respondents reliance on a Human Resources Manual to terminate the Claimant, yet according to RW1 and RW2 , it only came into effect after the Claimant was terminated from employment.

In reply to issue 1, Counsel for the Respondent admitted that the Respondent dismissed the Claimant from employment on 14/05/2012, for fundamentally breaching his obligations under the contract of employment.

Citing S ection 69(1) and (3) of Employment Act(Act No.6 of 2006) which defines termination as follows;

***“… termination of the employee’s service without notice or with less notice than that to which the employer is entitled by any statutory provision or contractual term.”***

***69(3)***

***“An employer is entitled to dismiss summarily and dismissal shall be justified, where an employee has, by his or her obligations arising under the contract of service.”***

He contended that the Claimant acted negligently and contrary to the Respondent’s Branch Procedural Manual which all employees were expected to follow as part of their terms of employment. He submitted that the Claimant’s contract provided that he could be terminated with notice or payment in lieu of notice, for acts of gross misconduct which include noncompliance with the Respondent’s policies and procedures.

It was Counsel’s contention that the Claimant violated the respondent’s Branch Procedure manual on pages 75-77 of the joint trial bundle as follows;

According to Counsel, the Claimant received the RTGS from an imposter and processed it. The Claimant purportedly received the RTGS instruction from one Hope Banga Mugyenyi on 26/7/2011 and altered the date to 27/7/2011, which alteration amounted to a breach of procedure and furthered the fraudulent transaction. Secondly the customer in her statement denied being at the bank on the same dates and the police report and CCTV footage, could not confirm beyond reasonable doubt that the customer was at the bank on those dates, and merely stated that the imposter could be related to the customer.

That the claimant’s submission that Edith Bisaaso confirmed the Customers presence was mis conceived because she clearly stated that she did not know the customer. According to Counsel the Claimant failed to undertake proper due diligence when receiving the RTGS instructions from the customer because if he had done so, he would have noted that the alleged customer was an imposter.(what did he not do?)

The claimant was further faulted for calling the customer to confirm the transaction because it was not his responsibility as customer service consultant to do so, but that of the branch manager, therefore by doing so he conducted an end to end process in breach of the Respondent’s procedures, and by doing so, he facilitated the completion of the fraudulent transaction.

The Claimant was also faulted for failing to verify the forged signature on the RTGS form in comparison to the customers signatures on the Respondent’s electronic system. According to counsel had he been diligent he would have noticed that the signature on the RTGS form was significantly different from those captured in the Bank system and the specimen signatures. He refuted the assertion that the evidence about the confirmation of signatures was unchallenged and stated that this assertion was misplaced and should be rejected. In any case RW1 Grace Kyomuhendo testified that the signatures were significantly different.

Counsel further submitted that the findings of the Investigation report were confirmed by the Claimant’s testimony; that he received from an imposter a forged passport and according to him the investigation also indicated that the procedures for processing the customer instructions were not complied with, when the Claimant conducted an end to end process by receiving the instructions, verifying the signature thereon and ,making a call back to confirm the instruction. He asserted that collectively these actions /omissions justified the disciplinary proceedings which the Respondent’s subjected against the Claimant.

It was Counsel’s further submission it was not necessary to call Edith Bisaaso, Semukwaya Godfrey Max, Ann Munezero and the customer as witnesses at the trial as submitted by the claimant at page 8 of the Claimants ‘submissions because the Claimant’s actions amounted to a breach of the respondent’s rules and amounted to gross misconduct and negligence which attracts dismissal under the Banks Discipline and Grievance Core procedures.

According to Counsel, the questionable inquiries which the claimant made on the Account, on the 22nd, 26th, 27th July prior to receiving the RTGS instruction on 28/05/2011, enabled him to acquaint himself with the Customer’s details, to facilitate the fraudulent transaction by use of accomplices. He cited **Grace Matovu vs UMEME Ltd, LDC No. 004** in which this Court held inter alia;

***“… respondent genuinely believed that the Claimant had fundamentally breached a core responsibility assigned to her and was justified to summarily dismiss her.”***

He argued that the Respondent in the instant case, genuinely believed that the Claimant had fundamentally breached his contract. He invited Court to find that the Claimant’s termination was justified under the circumstances.

He further submitted that sections 66 and 68 of the Employment Act provided that upon dismissal of an employee, the employer should give the employee reasons for the dismissal. He cited **Hilda Musinguzi Vs Stanbic Bank (U) Limited (supra)** in which their Lordships held as follows:

***“… My reading of section 68(2) of the Employment Act, 2006 is that it does not impose such a high standard of proof of the reasons of termination as would be required in a court trial…”***

Counsel asserted that the Respondent admitted that the reason for the Claimant’s summary dismissal was gross negligence at work and the dismissal was done following a disciplinary hearing in accordance with Section 66 of the Employment Act.

Counsel further refuted the claimants contention that the disciplinary process was flawed because it was conducted before the issuance of the investigation report, because Grace Kyomuhendo testified that she briefed the disciplinary committee about her findings in relation to the disputed fraudulent transaction and the Claimant was made aware about the allegations against him, so his claim is clearly misconceived.

It was Counsel’s view that the submission date was immaterial because it was not a legal requirement to have a written investigation report before the hearing and besides the meeting that was held on 11/11/2011 had been briefed about the findings.

He cited Matovu(supra), to the effect

***“… that a disciplinary hearing needn’t apply the strict procedures applied in a Court of law.***

***The cases of GENERAL MEDICAL COUNCIL OF MEDICAL EDUCATION AND REGISTRATION OF THE UNITED KINGDOMS VS SPACKMAN 919430 ALLER 340, and CAROLINE KARISA GUMISIRIZA VS HIMA CEMENT LIMITED HCCS NO. 84 OF 2015 both concluded that a disciplinary procedure needn’t follow the procedure as applied in the courts of law but merely required that an employee appearing before it, is given an opportunity to defend him/herself without the requirement of the standards of a court of law. In this case the claimant had been given an opportunity to defend himself and she failed to convince the committee hence her dismissal.”***

Counsel insisted that the notice of the disciplinary hearing clearly stated that the allegations were based on an investigation and he was entitled to attend the hearing with a colleague of his choice. He was also notified about the composition of the committee which comprised of; Philip Dande, Stella Malinga and Pauline Mugerwa for Human Resources and Carol Apako taking notes.

DECSION OF COURT.

It is not disputed that the claimant was terminated for purported gross negligence. According to **Blyth vs Birmingham waterworks Co. (1856) 11 781 at 784.** In which Alderson B stated that: ***“Negligence is omission to do something which a reasonable man, guided upon those considerations which ordinarily regulate the conduct of human affairs, would do or doing something which a prudent and reasonable man would not do”***  In other words, one will be considered in breach of his or her duty of care, if he or she takes less care than the reasonable person would have taken. In the instant case the standard of care is set down in the Respondent’s Human Resources Manual.

It was the Respondent’s case that the Claimant was expected to follow the following procedures as laid down in the Manual.

1. *Receive a duly completed and signed RTGS instruction form together with a heque from the customer. The customer or their known agent must have a copy of a valid identity card attached to the RTGS instructions or agents ID.*
2. *Verify that identification documents 1e coters card, driving permit, work ID, LC ID and passport are valid;*
3. *Log onto the flex cube with user ID and password and key in past 7002;*
4. *Key in the customer account number and tab check the account balance;*
5. *Write the account balance on the transaction and assign a branch reference number in the format BR/RTGS NO./DDMMYR;*
6. *Stamp instructions with a date and time receipt stamp*
7. *Record particulars of instructions in register held in bank*
8. *Pass RTGS instructions and the register on the BRANCH SYBRIN MAKER for scanning onto imaging and workflow*

The Respondent fault the Claimant for changing the receipt date, for receiving instructions from an imposter because he did not do due diligence. What was the due diligence expected of him.

It was not disputed that the Claimant logged onto the bank System and verified the information given by the customer based on what was on the system and then forwarded the same for onward approval. Although he is accused of not doing due diligence the information in the Respondent’s electronic data system tallied with the information on the RTGS instructions. It was not disputed that the investigation report established that a one Patience Birungi was responsible for entering the Customers information on the electronic system at the opening of the Account and not the Claimant. The Respondent has not shown what else the Claimant was expected to do to ensure that the customer applying for the RTGS was the correct customer.

The Manual on page 76 places the burden of approving the RTGS by verifying the signatures presented and calling back the customer, on the shoulders of management. It was the testimony of both of the Respondent’s witnesses and a finding in the investigation report that all the managers responsible, made no effort to follow the procedure in the Manual and particularly to verify the signatures of the the customers. It was also not disputed that none of the managers called back the customer or made effort to verify the documents referred to them by the Claimant. The investigation report indicated that they all relied on the claimant’s verification, which we found very peculiar!

As Justice Kanyeihamba JSC stated, in **BARCLAYS BANK OF UGANDA VS GODFREY MUBIRU, SCCA No.1 OF 1998,** that:

***“Managers in the banking business have to be particularly careful and exercise a duty of care more diligently than manager of most businesses. This is because banks manage and control money belonging to other people and institutions, perhaps in their thousands and therefore are in a special fiduciary relationship…Moreover , it is my opinion that in the banking business any careless act or omission , if not quickly remedied , is likely to cause great losses to the bank and its customers ….”***

It is our considered opinion that the Claimant exercised his duty as was required under the Manual even if he refutes its existence at the time. We do not see how the change in the receipt date on the RTGS affected the authenticity of the application, nor his reliance on information that was on the Bank’s electronic system moreover having been entered on the system by another officer before he joined the Bank. The responsibility of ensuring that the application was authentic was on Management and not the claimant. The money would not have left the coffers of the Bank if the Managers had carried out their responsibility in accordance with their roles as stated under the Human Resources Manual.

We are therefore inclined to agree with Counsel for Claimant that they shifted the blame on the Claimant and this was wrong. We do not see how he made an end to end transaction by calling back the claimant, nor do we see how the call facilitated the alleged fraud. The Respondent did the Claimant’s interrogation of the Account prior to the application of the transaction raise any suspicion in our minds, because according to Florence Tushabes testimony at the disciplinary committee, that the Bank at the time was undertaking a campaign to fix large deposits and encourage zero depositors to make deposits and the claimant was an aggressive sales person hence the constant checking accounts with consistently large amounts of money. Although the disciplinary committee faulted him for failing to verify the customers signature, as already discussed above it was not his responsibility to do so, but that of the managers who failed in that regard. Respondent did not show what the Claimant did not do to warrant him being considered negligent. He relied on the Banks data base to verify the application, he called back the claimant, and although he made changes on the receipt date, the investigation report on page 88 of the trial bundle indicate that he actually processed the application 27/07/2011. On a balance of probabilities, we find no proof of negligence on the part of the Claimant to warrant have warranted his dismissal.

With regard to the disciplinary procedure, it was not disputed that the claimant was not privy to the findings of the investigation until he appeared before the disciplinary committee.

Although there is no mandatory legal requirement to provide an employee with a written investigation before the disciplinary hearing, where the allegations against an employee are a result of the findings of an investigation, they must be put to the employee before the hearing, to enable him or her prepare a response to them.

Although Mr. Adriko Senior Counsel for the Respondent insisted that the Committee had been briefed about the findings of the investigation, before the hearing, the Notification of interview arrangements, to the Claimant, did not specify and particularize the said findings to him and according to the minutes of the hearing attached on the record as exhibit D2, nor were they summarized to him during the hearing. He was therefore not given an opportunity to prepare to defend himself. The notification only stated that there was an investigation into his alleged “*negligence evidenced from the disputed RTGS amounting to Ugx. 32,650,000/-“.* Even if at the hearing , he was given an opportunity to explain what happened on the fateful dates, the fact that the allegations were not particularized and the committee did not give the him an opportunity to prepare to defend himself, rendered the hearing unfair.

In conclusion, given the Respondent’s failure to prove a case against the Claimant, and the procedural flaws in the disciplinary hearing, we find that the Claimant’s termination was substantially and procedurally unlawful.

**2.Whether the Claimant /Respondent to the counter claim is indebted to the Respondent/ Counter Claimants?**

The Respondent claimed a sum of Ugx. 28,996,000/- being an outstanding loan , interest of 23% per annum from 16/0/2013 until payment in full, general damages and costs of the counterclaim. The basis of the claim is that the claimant took out a salary loan of which Ugx. 28,996,000/-remained outstanding at the time of filing this case.

The claimant on the other hand, claimed that the said Ugx. 28,996,096/-, was written off by the Respondent under Annex “E” and “F”. Therefore, in accordance with Section 114 of the evidence Act, the Respondent is estopped from claiming the same. He insisted that the fact that there was no rebuttal about the fact that the debt was written off, was an indication that the Respondent conceded that that it was actually written off. Counsel cited **Osman VS Haji Haruna SCCA No. 34 of 1995,** where it was held that ambiguity, works on the drawer of a document. Therefore, the Counterclaim should be dismissed with costs.

Counsel for the Respondent insisted that the loan remained outstanding and there was no evidence to prove that it was written off. He cited the **financial Institutions(credit Classification and Provisioning) Regulations, 2005,** which made it a requirement to make specific provisions of loss of assets to maintained at 100% of the outstanding balance of the credit facility. According to him the loss assets are to be written off against the accumulated provisions within 90 days of being identified as loss, unless approval of the Central bank to defer write off has been obtained. This however did not waive off a lon and did not recuse the claimant from fulfilling his contractual loan obligations, therefore judgement should be entered against the claimant on the counterclaim.

It is not in dispute that the claimant took out a salary loan and by his termination, Ugx. 28,996,096/- remained outstanding. We have perused the **Financial Institutions(credit Classification and Provisioning) Regulations, 2005,** and particularly regulation 11 which was cited by the Respondent’s and as stated by Mr.Adriko, the regulation is intended to ensure that the Bank complied with the capital adequacy requirements by recognizing impairments arising from provisions for bad and doubtful accounts, among others. It is not a waiver on the part of the debtor.

This notwithstanding however, loan was a salary loan whose recovery was premised on deductions of the Claimant’s salary. This court’s holding in **Donna Kamuli vs DFCU Bank LDC No. 002 of 2015,** was to the effect that where an employee had obtained a loan whose recovery was premised on the deduction of his or her salary only, and he or she was found to have been unlawfully terminated from employment, the outstanding balance and interest on the loan would be paid by the employer. We established that the Respondent’s write off of the loan, in compliance with regulation 11 of the **Financial Institutions(credit Classification and Provisioning) Regulations, 2005,** did not waive the Claimant’s obligations to pay the outstanding loan of Ugx.28,996,096/- However in line with the holding in Donna Kamuli(supra), having found that the claimant lost his job unlawfully, the Respondent is obliged to pay the outstanding balance on the loan of Ugx. 28,996,096 at an interest rate of 23% per annum until payment in full.

**3.Remedies to the Parties**

It submitted for the Claimant that having resolved the issues in the affirmative the Claimant was entitled to the remedies and particularly Damages which are discretionary. Counsel for the Claimant prayed that court considers the fact that the unlawful termination and non-issuance of a recommendation to the Claimant by he Respondent caused him inconvenience for which he should be awarded damages of Ugx. 50,000,000/=.

He also prayed that the summary dismissal of the claimant is declared unlawful, payment of special damages of Ugx. 1,214,804/-from the date of termination to date, compensatory order of weeks being monthly salary of ugx. 1,214,804/-, severance allowance of Ugx. 3,000,000/= interest of 20% per month from the date of filing the suit till payment in full, costs of the suit, any other remedies court deemed fit.

Having found that the Claimant was unlawfully terminated he is entitled to some of the remedies prayed for as follows.

1.We have already declared that his termination was unlawful.

**2.General Damages**

It is tritethat, damages are awarded at the discretion of Court and are intended to return an aggrieved party to the position he or she was in before the injury caused by the Respondent occurred. They are therefore compensatory in nature. In the instant case the claimant was employed by the Respondent in March 2010 earning net salary of Ugx. 1,214,804/ per month. He was dismissed on 14/03/2012, exactly 2 years later. This court takes cognizance of the suffering occasioned by the termination of one’s employment and the difficulty of securing alternative employment and the embarrassment suffered especially when the termination is unlawful. Therefore, given that the claimant had worked for 2 years without any blemish and he was earning a net salary Ugx. 1, 214,8o4/= per month, and he was trying to mitigate his loss of employment, by looking for another job, and failed because of the Respondent’s refusal to grant him a certificate of service, we think an award of Ugx. 20,000,000/= is sufficient as General damages.

4.**Severance Pay**

Section 87(a) of the Employment Act, entitles an employee who has been in an employer’s continuous service for a period of 6 months and was unlawfully dismissed, to severance pay. Section 89 of the same Act provides that severance allowance should be negotiable between the employer and employee. Counsel prayed that the Claimant is paid Ugx 3,000,000/- he however did not show how he arrived at this amount. In **Donna DFCU Bank LDC No. 002 of 2015,** (supra), this court held that where there was no agreed calculation for severance pay between the employer and the employee, the employee would be entitled to 1 months’ salary for every year her or she served the employer. Given that the claimant served for 2 years he would therefore be entitled to an award of Ugx. 2,429,608/- as severance pay.

**5.Compensatory order.**

In **Edace Micheal vs Watoto Child Care Ministries LD Appeal No.016/2015,** this court held that section 78 of the Employment Act, 2006, *“… in our view 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 Epideemiology 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 a compensatory order which is provided under Section 78, as already stated the Court has discretion to award damages as compensation, and it already has, in the circumstances the prayer for compensation of 1 month’s salary of Ugx.1,214,804/- claimed, fails.

**6. Interest**

The claimant is awarded an interest of 15% per annum on all the pecuniary awards from the date of this award until payment in full.

No order as to costs is made.

Delivered and signed by:

**1.THE HON. CHIEF JUDGE, ASAPH RUHINDA NTENGYE ……………….**

**2.THE HON. JUDGE, LINDA LILLIAN TUMUSIIME MUGISHA ………………**

**PANELISTS:**

**1. MR. EBYAU FIDEL ……………….**

**2. MS. HARRIET MUGAMBWA NGANZI. ……………….**

**3. MR. F X MUBUUKE ………………..**

**DATE: 27TH APRIL 2020**