



**THE REPUBLIC OF UGANDA  
IN THE INDUSTRIAL COURT OF UGANDA AT JINJA  
LABOUR DISPUTE REFERENCE No. 012 OF 2022  
ARISING FROM MK/LD/167/2021**

**1. MUKISA GODFREY**

**2. BALIKUDEMBE JOSEPH..... CLAIMANTS**

**V**

**VEGOL LIMITED ..... RESPONDENT**

**Before:**

The Hon. Justice Linda Lillian Tumusiime Mugisha, Head Judge.

**The Panelists:**

1. Hon. Ebyau Fidel,
2. Hon. Harriet Mugambwa Nganzi &
3. Hon. Fx. Mubuuke.

**Representation:**

1. Mr. Nsenga Emmanuel and Mr. Jonathan Tumusiime of M/s. Kigenyi -Opira & Co Advocates jointly represented the Claimant.
2. Mr. Allan Ogoi of M/s. Okalang Advocates represented the Respondent.

## AWARD

### Introduction

[1] The Respondent is a Company incorporated in accordance with the laws of Uganda. In March 2016, it contracted the Claimants to carry out wiring installation on 6 months contract. Upon completion of this contract in January 2017, they were engaged as full-time employees as electricians until November 2017, when they were terminated from employment. The duo contended that the termination was constructive dismissal because they were not accorded a hearing. They filed a complaint before Belinda Doreen, Senior Labour Officer, Mukono, who referred the matter to this court on the grounds that a question of law regarding the alleged unlawful termination had arisen.

### Facts of the Case


[2] The Claimants were employed by the Respondent in 2016, as wiring installation and electrical engineers respectively, on a 6-month contract and were later engaged on permanent terms in January 2017. According to them, around October 2017, they were arrested and taken to Mukono police station, where they were held for a week. They were arraigned before the Chief Magistrate Court in Mukono on charges of theft and remanded to Kauga prison. They were later discharged on bail and returned to work immediately, but were denied entry into the Respondent's premises and were asked to wait until the conclusion of the criminal suit. They were acquitted after 3 years, and when they returned to work, they were locked out without any explanation or hearing. They contend that the actions of the Respondent were illegal, wrongful, and amounted to constructive dismissal, for which they are entitled to severance



allowance, general damages, punitive damages, terminal benefits, interest at 28%, and costs.

[3] In their memorandum in reply, the Respondent opposed the claim and raised a preliminary objection that the Complaint was time-barred, having been filed 5 years after the date of the alleged termination without any justification. It, however, admitted that the Claimants were its employees until November 2017, when they terminated their own contracts with the Respondent. It was alleged that on various occasions the Claimants were implicated in instances of theft, insubordination, and abscondment from duty. On 16/11/2017, the Respondent noticed that Company property was missing, to wit: a welding machine, drilling machine, grinder, and three-meter copper wires valued at Ugx. 2,700,000/=.

As a result, the respondent instituted a complaint before the police in respect of the lost property, and investigations commenced. Both Claimants absconded from duty during the investigations, but they were arrested on 18/11/2017. They were discharged on police bond and were expected to return to work, but they did not do so. They were later arraigned in court and discharged on bail, and subsequently the criminal case against them was heard and determined on 18/06/202, where they were acquitted. They contend that the claimants, whereas the Claimants were expected to return to work when they were released on bond, they did not do so and continued to abscond from duty, which was a fundamental breach of their contracts. They claim that they wrote notices to show cause to the duo, seeking to know why they were not reporting for duty, and refuted the allegation that after their acquittal, the claimants were denied entrance to their premises. This is because the Claimants continued to abscond from duty and only returned 5 years later to make this claim. It is their case that the Claimants terminated themselves.



## Rejoinder

[4] In rejoinder, the claimants assert that the Respondent's evidence was inadmissible because it was not backed by personal knowledge and was hearsay evidence. According to Counsel, "hearsay", it is a common law doctrine that applies to the principles of equity that evidence must be premised on personal knowledge and not perceived information. He refuted the argument that the witness was the current human resource officer, who gave his evidence credence because he was not present at the time the claimants were employed in the Respondent company. In any case, if he did get the evidence from records of the Company, he did not adduce it in court. Therefore, the evidence ought to be struck off the record.

They further asserted that between 2017 and 2021, they were engaged in negotiations with the Respondent before the labour officer, during which they were informed that they should wait for the conclusion of the Criminal case. Therefore, they filed this case in 2021 after the negotiations failed, and they were within the time prescribed by law and on a well-founded claim of constructive dismissal. They prayed that the court ignore the Respondent's evasive arguments.

## Issues

1. Whether the claimants were unlawfully terminated by the respondent, and if so, whether the termination was wrongful?
2. What remedies are available?



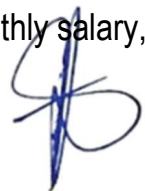
## Submissions/ Evidence Adduced

[5] Counsel for the Claimants raised a preliminary objection that the Respondent's witness statement offends sections 58 and 59 of the Evidence Act, because the witness clearly stated that he was not an employee of the Respondent Company during the time the events leading to this claim took place. Therefore, his evidence was hearsay evidence, and therefore it was inadmissible.

Counsel further submitted that the Respondent did not adduce the alleged system reports he relied on or of the persons who purportedly gave him the said information. Relying on order 18 rule 5A (8) (i) and j of the Civil procedure rules, he submitted that the witness statement does not narrate the source of the facts which the witness gives, and no documents have been produced to convince this court of the truthfulness of the said statement. Therefore, the evidence should be expunged from the record.

[6] It was further his submission that the Claimants were constructively dismissed, because they were closed out of the workplace without being given any reason or notice, and they were never summoned or informed of their charges, no hearing was ever conducted, and not even issued with a termination letter.

He also cited Section 65(1) (c) of the employment Act that provides that constructive dismissal is a result of the unreasonable conduct of the employee and *Mbiika v Centenary Bank* LDR No.23 of 2014 and submitted that the Respondent's acts were grave and severe, because that the Claimants were locked out of the workplace with no reasons and were not given opportunity to be heard. He contended that they testified during the trial that they used to report and sign in the attendance book, which is in the confines of the Respondent, and in any case, they received a monthly salary,



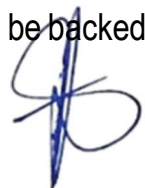
which did not indicate that the claimants were paid monthly, and the pay schedule did not reflect attendance.

[7] He cited *Nyakabwa Abwoli v Security Limited LDC 108/2014*, for the legal proposition that once the employer removes the tools of work from one employee and instructs another to take up such tools without providing an alternative, such an act constitutes termination of employment. He insisted that the procedure provided under the employment Act that requires a person to be informed of his charges and to be given a hearing was not followed and whereas Respondent alleged that the claimants terminated their contracts as a result of absconding and that a hearing was conducted, also claim that a hearing was conducted, the Respondent did not adduce any evidence to prove that the Claimants were heard.

He insisted that the Claimants never reported to work but absconded for a period of 5 years, and only resurfaced without prior communication, moreover, without making any complaint about being locked out to the Respondent.

Counsel further argued that there is no evidence of the Complaint to the labour officer, or of the summons made by the labour officer against the Respondent, to prove that the Respondent was summoned. The Claimants made no complaints that they never received a salary for a duration of 5 years; it is more probable that the claimants did not report back to work.

[8] Counsel submitted that the burden of proof lies with the Claimant to prove his claim on a balance of probability, which burden the Claimants in the instant case have not discharged. He contended that had the Claimants reported to work and been stopped, they would have raised a complaint with the Respondent, not to the Labour Officer. In any case, the purported complaint made to the Labour Officer in 2018 would be backed



by documentary evidence. According to him, it was inconceivable for a person who was denied access to his or her job to wait 5 years without making any complaint. Counsel concluded by submitting that the Claimants were not terminated by the respondent, but instead they terminated themselves by absconding.

### **Decision of Court**

[9] The claimant raised a preliminary objection that the Respondent's witness statement offends the law under sections 58 and 59 of the Evidence Act and should therefore be struck off.

Section 58 of the Evidence Act provides proof of facts by oral evidence, while section 59 is to the effect that oral evidence must be direct. RW1 testified that when he was employed by the Respondent, he found the Claimants were already employees, but as Human Resources Officer, he had access to the information from the human resource system.

Section 19 of the Labour Disputes (Arbitration and Settlement) Act, Cap 227, provides that

“For purposes of determining any matter before it, the Industrial Court shall not be bound by the rules of evidence in any civil proceedings and may, on its own motion or on the application of any of the parties to the dispute, require any person-

To provide, in writing or in any other way, evidence in relation to any matter as court may require:

Where necessary, to attend before the court and give evidence

To produce any document to enable the court to obtain any information of employment, in circumstances, may be considered necessary.”



[10] This section empowers the court with discretion to require "any person" to provide in writing or in any other way, evidence in relation to any matter as the court may require. This court in *Hafunjo George v Entebbe Handling Services* LDC No 25 of 2017, cited *Baliruno v Central Broad casting Services (CBS)* LDR No. 92 of 2020, which cited *Lubega Moses & 5 others v Roofings (U) Ltd* LDR No.166 of 2020 and *Moro Charles v Greenhill Secondary School* LDR No. 10 of 2021, for the legal proposition that evidence in labour matters must be less formal and the courts role would be to determine its materiality and weight Justice Anthony Musana Wabwire et al observed that, "...consideration of the probative value of the evidence after admission ensures necessary safeguards, as such the minimal formality is not about injustice." He relied on comparative jurisdictions that hold the same view and South Africa in particular, where the court in *Southern Sun Hotel (Pty) Ltd v SA Commercial Catering & Allied workers Union and Another* [200]21ILI 1315(LAC), found that hearsay evidence would be admissible in certain circumstances of Labour disputes as opposed to the rule against hearsay evidence as provided under section 6 of the evidence Act.

In *Airtel Uganda Ltd v Ndagire Hawa Kajjumba* LDA No. 0020f 2021, this court relied on Edwin Osea Nyaencha in his book *Employee Relations, Principles, Processes and Practice, 2014, Focus Publishers Ltd*, where he states that the Human resources function is pivotal in the management of any organization or entity and "... *Employee relations are a specialist function of human resources management which ensures that the employment relationship that exists between the employer and the employees -individually and collectively at the workplace is harmonious...*" Therefore, Human Resources functions as part of Management, and the office of Human Resources Manager in particular is central to ensuring that the organization operates within Labour law and as the custodian of all matters relating to employee relations, including disciplinary proceedings. RW1's evidence cannot be disregarded. In any case, the court is not bound by the Evidence Act but is not precluded from invoking it where necessary. The court's role, as well stated by his Lordship in *Baliruno* (supra), is to test the veracity of

the evidence before relying on it to render its decision. In the circumstances, the claimant's preliminary objection that RW1's evidence should be expunged from the record is overruled.

[11] The Respondent also raised a point of law in its reply to the memorandum of claim that the Claimant's claim was time-barred, therefore it should be dismissed. The court issued an extempore ruling, and the following is the reasoning:

In *Mukisa Biscuits v Western Distributors* (1969) EA 696, it was held that a Preliminary point can be raised at any time during the trial, and when it is raised, the court is obliged to dispose of it, especially if by resolving it, the matter before it may be resolved.

Returning to the point of law, it is trite that Limitation means that there are time limits for different causes of action within which an aggrieved person can sue for redress, and any matter brought before a court after the time limit would be out of time and should be struck out. Limitation is an absolute defence to any claim. The statute of limitations is inflexible; once the "hammer falls," the claim collapses. Under section 3(1) of the Limitations Act cap 80, actions to recover any sum recoverable by virtue of any enactment, other than a penalty or forfeiture or sum by way of penalty or forfeiture except that in the case of actions for damages for negligence, nuisance or breach of duty (whether the duty to exists by virtue of contract or of provision made under an enactment or independently of any such contract or any such provision shall not be brought after the expiration of 6 years from the date on which the cause of action arose.

[12] After carefully analyzing the evidence on the record, we established that the 2<sup>nd</sup> Claimant was issued with a notice to show cause, but this was in respect of



insubordination, willful and intentional disrespectful conduct to which he responded, but nothing further is mentioned about the conclusion of the allegation. We also established that whereas both parties do not dispute that the claimants were employees of the Respondent until November 2017, and they were arrested on allegations of committing theft, the dates on which the Claimants were arrested for differ. Whereas the Claimants pleaded that they were arrested around October 2017, the Respondent asserts that they were arrested on 18/11/2017.

According to RW1, the claimants were last paid in November 2017; therefore, they ceased to be employees in November 2017, and this is not in dispute. It is also not in dispute that they were released on Police bond and were later arraigned in court and charged with theft, remanded to Kauga Prison, and were granted bail after 1 month. It is also their evidence that during the pendency of the criminal trial, they sought guidance from the Police and were advised that the Respondent had not yet issued directions as to their prosecution. The case eventually was heard and disposed of on 18/06/2021, and they were acquitted.

According to them, when they reported back to work, they were locked out and denied entrance without being accorded a hearing. They then filed a complaint before Ms. Belinda Dorren, labour officer, Mukono District, who mediated the matter and later referred it to this court for resolution.

[13] The Respondent, on the other hand, claims that, by the time they were arrested, the Claimants had absconded from duty. They were expected to report for duty after they were released on police bond, but they did not do so. Even after the matter was resolved and they were acquitted, the claimants continued to abscond from duty; they terminated their own contracts. The Respondent also stated that they issued them with



notices to explain their absence, which they received and made no response; evidence of the notices and their receipt by the claimant was not placed on the record.

It is settled that an employer has the prerogative to manage the affairs of his organization, including the prerogative to decide the mechanism of carrying out disciplinary action against his or her employees.

[14] We reiterate that it is not in dispute that in November 2017, the Respondent reported theft of its property to the police and implicated the Claimants. It is also not in dispute that the claimants were arrested and arraigned in court and charged with the offence of theft. It is further not in dispute that the duo was prosecuted and on 18/6/2021 the Chief Magistrate, Worship Juliet Hatanga, acquitted them on 18/06/2021. We believe that the Respondent, who was the complainant in the matter, was aware of the acquittal.

In the circumstances, in the absence of any evidence to show that the Respondent took steps to cause the Claimants to return to work, during the pendency of the criminal proceedings, as it alleges or to subject them to its internal disciplinary mechanisms, it would not be far-fetched to believe that it elected to rely on the criminal proceedings rather than its own internal mechanisms. We are fortified by the fact that when the claimants reported the matter to the Labour officer in 2021, and she exercised her discretion to handle it, there is nothing on the record of proceedings before her to indicate that the Respondent protested the late reporting of the case.

[15] In any case, it was only referred to this court when she failed to resolve it through mediation. Therefore, on balance of probabilities, we are inclined to believe the claimant's account of events. It is more probable that they were denied entry into the



Respondent's premises and that the Respondent elected to rely on the criminal proceedings rather than its own internal disciplinary mechanisms.

Therefore, the Labour officer exercised her discretion to handle the matter after the conclusion of the criminal proceedings after 5 years, which was within the limitation period of 6 years as prescribed under section 3(1)(d) of the Limitation Act; this claim is not time-barred. The Preliminary point of law is therefore overruled.

Returning to the resolution of the issues;

**Issue 1: Whether the claimants were unlawfully terminated by the Respondent, and if so, whether the termination was wrongful?**

[16] We have already established that the Respondent in this case elected to report a criminal complaint and chose to wait for the conclusion of the criminal proceedings. This is because no evidence was laid before this court to indicate the contrary. As stated in *Miyingo Abdulhakim v Sogea Satom Uganda* LDR No. 116 of 2018, which is almost on all fours with the present claim, His Lordship Anthony Wabwire citing *Robert Mukembo v Ecolab East Africa (U) Ltd* HCCS No. 54 of 2007, cited with approval in *Timothy Mugabi v Taga Buoifsen & 2 Others* HCCCS No. 408 of 2014 and *Rugumayo v Uganda Revenue Authority* LD No. 42 of 2014 stated that the Respondent had the option to wait for the outcome of the criminal proceedings or pursue disciplinary proceedings pending the outcome of the criminal proceedings.

As discussed earlier, it is clear to us that the Respondent did not take any step during the pendency of the criminal proceedings and after the acquittal of the Claimants until they reported the matter to the Labour Officer.



[17] As already discussed, the Employer has managerial prerogative to determine the disciplinary mechanism and is not bound to wait for the outcome of the criminal trial (also see *Kyambadde Vincent v Sembabule Town and Another* LDR No 40 of 2016). We are further fortified by the Kenyan case of *David Kemei v Energy Regulatory Commission*, Industrial cause no. 1492 of 2011[2011] LLR 204(ICK) cited in *Miyingo*(supra), where Rika J found that the employment disciplinary mechanism remains an internal and private mechanism that cannot be subject to the criminal process, which is a public process. It could not be expected that employers have to wait for policemen, prosecutors, and judicial officers to determine employment offences at the workplace. Therefore, where the employer chooses to wait for the outcome of the criminal trial, the employer is expected to abide by the outcome of the criminal proceedings to avoid the possibility of 2 adverse outcomes.

In the instance case, the Respondent, having elected to await the outcome of the criminal proceedings, was bound to abide by the outcome of the proceedings and, in this case, the acquittal of the claimants. We have established that the Respondent has not adduced any evidence to show that it took steps to reinstate the claimants after their acquittal.

### **Did this amount to constructive dismissal?**

“Section 64(1)

(1) Termination shall be deemed to take place in the following circumstances-

a)...

b) ...

c) where the contract of service is ended by the employee with or without notice as a consequence of unreasonable conduct on the part of the employer towards the employee and ...”



[18] In *Western Excavating (ECC) Ltd v Sharp* [1978] IRLR 27, CA, this court relies on for the definition of constructive definition, Lord Denning defined it as follows

“If the employer is guilty of conduct, which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract because of the employer’s conduct. He is constructively dismissed.”

The employment relationship in the instant case was broken when Respondent reported the Claimants to the Police on allegations of theft without any justification, for which they were arrested, charged with the offence of theft, prosecuted, and acquitted. We are not convinced that the claimants terminated their own contracts by absconding from duty as alleged.

[19] We have established from the record that the Respondent elected to wait for the outcome of the criminal proceedings against the Claimants, and it did not take any steps to reinstate them after they were acquitted, which clearly indicates that it had no intention of continuing to be bound by the employment relationship. In addition, the allegation of theft without justification is a very serious allegation that we find not only severely damaged the Claimants’ employment relationship with Respondent by breach of the duty of trust and confidence, but it also severely damaged their reputations, which diminished their employability.

In *Eva Nazziwa Lubowa v Nation Social Security Fund* LDR No. 001 of 2013, this court stated that the employee must exercise fidelity and good faith, be loyal and faithful, keep confidentiality, and be honest. This also applies to the conduct of the employer, because the employment relationship is premised on mutual trust and confidence. The Respondent failed to prove on a balance of probabilities that it took any steps to



mend the employment relationship after the Claimants were acquitted. We therefore have no doubt in our minds that the Claimants were terminated on account of the Respondent's unreasonable conduct, which amounts to constructive dismissal.

**Issue 2: What remedies are available?**

[20] Having determined that the claimants were constructively dismissed, they are entitled to some remedies. According to their memorandum of claim, they claimed the following:

- a) Declarations that the Respondent unlawfully and unfairly constructively dismissed them. It is so declared.
- b) An order directing the Respondent to pay the accrued salary from October 2017 to September 2021, when the Claimants were constructively dismissed, amounting to Ugx. 40,800,000/- for the 1<sup>st</sup> Claimant and Ugx. 43, 200,000/- for the 2<sup>nd</sup> Claimant.

This claim covers a period when the claimants were partially incarcerated and were facing criminal trial, and were not rendering any services to the Respondent.

Whereas this this court following the holding of the Supreme court in *Stanbic Bank (U) Ltd v Kiyimba Mutale SCCA No. 2 of 2010*, that, there can never be specific performance of employment contracts and the claim for the remaining part of the contract after unfair or unlawful dismissal which was found to be speculative, leaving the and the only remedy would be an award of damages, and Section 40(6) the Employment Act only binds the employer to pay salary to an employee for only work done as agreed, except where :

“ ...



- a. Absence attributable to the occurrence of exceptional events preventing the employee from reaching his or her place of work or from working;
- b. Absence attributable to a summons to attend a Court of law or any other public authority having power to compel attendance.
- c. Absence attributable to the death of a member of the employee's family or dependent relative, subject to a maximum of three days' absence on any one occasion and a maximum of six days in any one calendar."

[21] In the absence of any evidence to indicate that the Respondent took steps to follow up on the Claimants during the pendency of the criminal proceedings and after they were acquitted, we are convinced that the Claimants were prevented from returning to work because they had a pending criminal case against them until 18/06/2021, when they were acquitted. In the circumstances, they would be entitled to payment of their salaries for the period covering November 2017 to 18/06/2021(= for 3.5 years) amounting to **Ugx. 35,700,000/-** for the 1<sup>st</sup> Claimant and **Ugx. 37,800,000/-** for the 2<sup>nd</sup> Claimant.

c) **General damages**

They prayed for an award of Ugx. 150,000,000/- for being arrested on trumped-up charges of theft, which was degrading, and for being locked out of premises without according them a hearing.

The Respondent, on the other hand, opposed this on the grounds that the Claimants did not adduce evidence to warrant this award. Counsel argued that the reliance on the assertion about trumped charges should be ignored by the court because this was not a suit for malicious prosecution. Moreover, through their actions and admissions, they only complained after 5 years.



General damages are intended to return the claimant to the position they were in, monetary terms, before the injury occasioned to them by the Respondent. In employment Disputes they are awarded where procedural and substantive fairness has been proved and although the quantum is discretionary and is guided by the merits of each case, in *Stanbic Bank (U) Ltd v Constant Okuo* CA No. 80 of 2020, Madrama J (*as he then was*) guided that the computation of the quantum of general damages should be based on the common law principle of *restitutio in integrum* and consideration of the following; the status of the employee in the organization/industry, the manner of termination, the salary earned, and employability or prospects of alternative employment.

In *Standard Chartered Bank v Makoko* [2025] UGIC 95, the Court of Appeal proposed that general damages are compensatory in nature rather than punitive and should not exceed the employee's fixed income. The supreme Court in *Post Bank Limited v Mukadisi* SCCA [2023] UGSC 58, settled that general damages in employment disputes are compensation for non-pecuniary losses such as emotional distress, injured feelings, mental anguish and, reputational harm and they can be awarded in addition to statutory remedies such as payment in lieu of notice and severance pay and any contractual benefits given to an employee who has been unlawfully or unfairly dismissed from employment.

[22] The Claimants in the instant case were terminated as a result of the unreasonable conduct of the Respondent, who accused them of committing theft without justification. They were arrested, prosecuted, and after they were acquitted, the Respondent failed to take any steps to have them reinstated, thus constructively dismissing them. We have already established that at the time of the hearing on 23/06/2023, the 1<sup>st</sup> Claimant Mukisa Godfrey was 31 years old and the 2<sup>nd</sup> Claimant Balikudembe Joseph was 46



years old. By 18/06/2021, therefore, when they were terminated, they were 29 years and 44 years respectively. We also established that even if they are within the employable age bracket, the allegation of theft severely damaged their prospects of future employment.

In the circumstances, they would be entitled to an award of general damages. We consider their claim for Ugx. 150,000,000 as general damages is excessive. The Claimants had served the Respondent for 3 and ½ years, earning Ugx. 850,000 per month and Ugx. 900,000 per month. We therefore award each of them **Ugx. 12,000,000** each as general damages.

d) **Punitive damages**

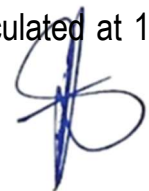
We found no basis for awarding punitive damages; they are therefore denied.

e) **Severance allowance**

Counsel for the Claimant submitted that the Claimant's employment was unfair and unlawful; therefore, the court should award them severance allowance.

The Respondent, on the other hand, opposed this claim on grounds that the Claimants did not plead and or pray for a specific value; therefore, this claim should be denied.

As we have held above, the claimants were constructively dismissed, and therefore the termination of employment was unlawful/unfair. There was nothing on the record to indicate that they had agreed on a formula to calculate severance pay. Accordingly in accordance with Section 86 of the Employment Act and this court's proposition in *Donna Kamuli vs. DFCU Bank*, LDC 002/2015 which was *African Field Epidemiology Network (AFENET) v Kityaba* Civil Appeal No. 124 of 2017, that where the parties had not agreed on a formula for calculating severance pay, it should be calculated at 1



month's salary for every year served, the Claimants in the case before us would be entitled to severance allowance calculated at the rate of 1 month for every year served.

Although the Claimants did not adduce copies of their employment contracts, it was an agreed fact that they were both engaged on permanent terms from January 2017. It is also not in dispute that their employment contracts were terminated in November 2017 after they served for 9 months. It was also not disputed that the 1<sup>st</sup> claimant was earning Ugx. 850,000/- per month and Ugx, 900,000/- per month for the 2<sup>nd</sup> Claimant. In the circumstances, having been maintained as employees during the duration of the criminal case against them between November 2017 and June 2021, they would be entitled to severance for 3 and half years, calculated at 1 month per year served, amounting to **Ugx. 2,975,000/-** and **Ugx. 3,150,000/-** respectively, as severance pay.

f) **Interest**

Cognisant of the current inflation, the claimants are awarded interest at 15% per annum from the date of the award until payment in full.

No order as to costs is made

Dated, signed, and delivered by email circulation at Kampala, this 2<sup>nd</sup> day of **April** 2026.

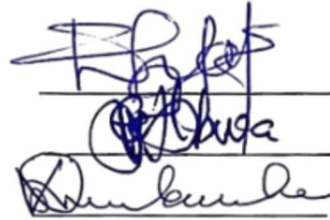


Hon. Justice Linda Lillian Tumusiime Mugisha,  
**Head Judge**

A handwritten signature in blue ink, which appears to be the signature of the Head Judge, Linda Lillian Tumusiime Mugisha.

**The Panelists Agree:**

1. Hon. Ebyau Fidel,
2. Hon. Harriet Mugambwa &
3. Hon. Frankie Xavier Mubuuke.



Three handwritten signatures in blue ink, each written on a horizontal line. The top signature is 'Ebyau Fidel', the middle one is 'Harriet Mugambwa', and the bottom one is 'Frankie Xavier Mubuuke'.

Industrial Court of Uganda



A single handwritten signature in blue ink, consisting of a stylized, cursive letter 'F'.

**Electronic delivery of the award**

Pursuant to Rule 46(1) and (2) of the Judicature (Electronic Filing, Service, and Virtual Proceedings) Rules, 2025 (the Rules), this award is delivered by circulation to the parties by email as follows:

1. Mr. Nsenga Emmanuel at [nsengaochaya@gmail.com](mailto:nsengaochaya@gmail.com) for the Claimant and
2. Mr. Ogoi Allan at [a.ogoi@okalanglawchambers.com](mailto:a.ogoi@okalanglawchambers.com) for the Respondent.

The award shall be published on the Uganda Legal Information Institute Website (ULII) and the Industrial Court Website. The delivery date of this award shall be deemed to be the 2<sup>nd</sup> day of April 2026 at 4.40 p.m.

Hon. Justice Linda Lillian Tumusiime Mugisha,  
**Head Judge**

