



MWAKA WA 83

20 Septemba, 2002

TOLEO NA. 38

GAZETI

BEI SH. 200/=

LA

DAR ES SALAAM

JAMHURI YA MUUNGANO WA TANZANIA



Linatolewa kwa Idhini ya Serikali na
Kuandikishwa Posta kama
Gazeti

YALIYOMO

Taarifa ya Kawaida			Taarifa ya Kawaida		
	Na.	Uk.		Na.	Uk.
Notice <i>re</i> Supplement	573	501/2	Notice of Appointment of Liquidator	603	507
Tanzania		502	Minutes of the Meetings of the Board of Directors.....	604 - 5	507
Kupotea kwa Hati za Kumiliki Ardhi ...	574 -76	502	Kusajiliwa kwa Vyama vya Wafanyakazi	606	507
Notice of Abandonment	577	503	Mgogoro wa Kikazi	607-8	508/11
Ubatilisho wa Haki za Kumiliki Ardhi ..	578-580	503	Uthibitisho na Usimamiaji wa Mirathi	609-11	511/12
Muunganisho wa Wadhamini	581-600	503/6	Deed Poll	612	512
Uteuzi wa Wajumbe wa Baraza la Nyumba Mkoa wa Tanga	601	506			
Utwaaji wa Ardhi - Wizara ya Ardhi na Maendeleo ya Makazi	602	506			

TAARIFA YA KAWAIDA NA. 573

Notice is hereby given that Rules, Regulations and Orders as set out below, have been issued and are published in Subsidiary Legislation Supplement No. 37 to this number of the *Gazette*:-

Rule under the Judicated and Application of Laws (Court Fees) (Amendment), 2002 (Government Notice No. 430 of 2002).

Regulations under the Immigration Act, 1995 (Government Notice No. 431 of 2002).

Regulations under the Tanzania Citizenship Act, 1995 (Government Notice No. 432 of 2002).

Regulations under the Immigration Act, 1995 (Government Notice No. 433 of 2002).

Order under the Ministers (Discharge of Ministerial Functions) Act 1980 (Government Notice No. 434 of 2002).

Order under the Refugees Act, 1998 (Government Notice No. 435 of 2002).

Order under the Town and Country Planning (Mwanza City) (Planning Areas), 2002 (Government Notice No. 436 of 2002).

Order under the Town and Country Planning (Tabora Municipality) (Planning Areas), 2002 (Government Notice No. 437 of 2002).

Order under the Refugees Act, 1998 (Government Notice No. 438 of 2002).

Order under the Refugees Act, 1998 (Government Notice No. 439 of 2002).

Order under the Refugees Act, 1998 (Government Notice No. 440 of 2002).

Order under the Immigration Act, 1995 (Government Notice No. 441 of 2002).

Matangazo yahasuyo mali za watu, waliofariki, kuvunja mikataba ya ushirikiano na mengineyo, yakiwa ya manufaa kwa umma yaweza kuchapishwa katika *Gazeti*. Yapelekwe kwa Mhariri, Idara Kuu ya Utumishi—Ofisi ya Rais, S.L.P. 2483, Dar es Salaam, Simu za Ofisi 118531/4. Kabla ya *Jumamosi ya kila Juma*.

Order under the Open University of Tanzania (Establishment of the Faculty of Business Management), 2002 (Government Notice No. 442 of 2002).

Order under the Income Tax (Exemption) (Tanzania Airports Authority and M/S Kilimanjaro Airports Development Company Limited) (M/S STRUKTON SYSTEMS B.V) and M/S SCHIPHOL INTERNATIONAL BV), 2002 (Government Notice No. 443 of 2002).

Order under the Customs Tariff (Remission) (Rehabilitation of Power Supply System at Kilimanjaro International Airport - KIA) (Kilimanjaro Airports Development Co.) (M/S STRUKTON SYSTEM B.V.) 2002 (Government Notice No. 444 of 2002).

TANZIA

Ndugu C. L. Lugaila, kwa niaba ya Katibu Tawala Mkoa wa Kagera anasikitika kutangaza kifo cha Ndugu Leonarda K. Makwaba, Muuguzi Mkunga, Daraja la Kwanza kilichotokea Hospitali ya Mkoa Kagera tarehe 18/8/2002. Mtumishi ambaye hadi kifo chake alikuwa ni mtumishi wa Idara ya Afya Hospitali ya Mkoa Kagera, alizikwa nyumbani kwao Itahwa Bukoba Vijijini.

Mwenyezi Mungu ailaze Roho ya marehemu mahali pema peponi.

Ndugu C. L. Lugaila, kwa niaba ya Katibu Tawala Mkoa wa Kagera anasikitika kutangaza kifo cha Ndugu Celsus Lugakiza Kyaichumu (Registry Assistant II) kilichotokea Hospitali ya Mkoa Kagera tarehe 31/7/2002. Mtumishi ambaye hadi kifo chake alikuwa ni mtumishi wa Ofisi ya Mkuu wa Mkoa Kagera, alizikwa Nyumbani kwao Buyango, Bukoba Vijijini.

Mwenyezi Mungu ailaze Roho ya Marehemu mahali pema peponi.

TAARIFA YA KAWAIDA NA. 574

KUPOTEA KWA HATI YA KUMILIKI ARDHI

Sheria ya Uandikishaji wa Ardhi

(Sura 334)

Nambari ya Hati: 32989.

Mwombaji: CONSOLIDATED HOLDING CORPORATION.

Mmiliki: Mzee Omari.

Ardhi: L.O. No. 89941 Kiwanja Na. 31 Kitalu "A" chikongola Mtwara Mjini.

Area: 4,550 Futi za Mraba.

TAARIFA IMETOLEWA kwamba Hati ya kumiliki Ardhi iiyotajwa hapo juu imepotea na ninakusudia kutoa Hati mpya badala yake iwapo hakuna kipingamizi kwa muda wa miezi

miwili tokea tarehe ya taarifa hii itakapotangazwa katika Gazeti la Serikili.

HATI YA ASILI ikionekana, lazima irudishwe kwa Msajili wa Hati. Idara ya Hati ya Ardhi S.L.P. 877, Mtwara.

3 Juni, 2002

S. SINDA,
Msajili wa Hati Msaidizi

TAARIFA YA KAWAIDA NA. 575

KUPOTEA KWA HATI YA KUMILIKI ARDHI

Sheria ya Uandikishaji wa Ardhi

(Sura 334)

Nambari ya Hati: 24842.

Mmiliki Aliyeandikishwa: JOHN LAMBA & EVA LAMBA.

Ardhi: Kiwanja Na. 138 Kitalu "D", Magomeni, Jijini Dar es Salaam.

Mwombaji: National Bank of Commerce Limited.

TAARIFA IMETOLEWA kwamba Hati ya kumiliki Ardhi iiyotajwa hapo juu imepotea na ninakusudia kutoa Hati mpya badala yake iwapo hakuna kipingamizi kwa muda wa miezi miwili tokea tarehe ya taarifa hii itakapotangazwa katika Gazeti la Serikili.

HATI YA ASILI ikionekana, irudishwe kwa Msajili wa Hati, S.L.P. 1191, Dar es Salaam.

Dar es Salaam

13 Septemba, 2002

SUBIRA SINDA,
Msajili wa Hati Msaidizi,
Mwandamizi

TAARIFA YA KAWAIDA NA. 576

KUPOTEA KWA HATI YA KUMILIKI ARDHI

Sheria ya Uandikishaji wa Ardhi

(Sura 334)

Nambari ya Hati: 27854.

Mmiliki Aliyeandikishwa: CHARLES STEVEN MGONE.

Ardhi: Kiwanja Na. 296 Kitalu "F" Mbezi Medium Density, Jijini Dar es Salaam.

TAARIFA IMETOLEWA kwamba Hati ya kumiliki Ardhi iiyotajwa hapo juu imepotea na ninakusudia kutoa Hati mpya badala yake iwapo hakuna kipingamizi kwa muda wa miezi miwili tokea tarehe ya taarifa hii itakapotangazwa katika Gazeti la Serikili.

HATI YA ASILI ikionekana, irudishwe kwa Msajili wa Hati, S.L.P. 1191, Dar es Salaam.

Dar es Salaam

5 Juni, 2002

SUBIRA SINDA,
Msajili wa Hati Msaidizi
Mwandamizi

TAARIFA YA KAWAIDA NA. 577

Land Form No. 14

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT
(No. 4 OF 1999)NOTICE OF ABANDONMENT
(Under Section 51)CT. No. 13928
LD. No. 74362TO: ROBERT FRANCIS NORONHA of P.O. Box,
Dar es Salaam.

I ALBERT ADIEL MSANGI, Commissioner for Lands of P.O. Box 9230, Dar es Salaam HEREBY GIVE NOTICE of abandonment of the Land the subject of the Right of Occupancy registered under the above reference.

1. Location of the Land: Plot Nos. 61-63, 77, 80, 82-83, 86-87, 90-93, 95-98, 103-105, 107, 131-143, 166 and 167 being part of the Land formerly known as Plot No. 3 Flur 3 Mjimwema, Temeke District, Dar es Salaam City.
2. Name of Occupiers: ROBERT FRANCIS NORONHA.
3. Extent and boundaries of the Land: The correct Extent and boundaries are as delineated on the Survey plan No.EJ, 2699/6744 which is in the office of the Director of Surveys and Mapping.
4. Grounds for determining that the land has been abandoned:-
 - (i) The occupier has failed to develop the land as required by conditions contained in his Certificate of Occupancy.
 - (ii) Land rent is in arrears for several years.

Any person claiming to have an interest in the land must show cause, within sixty (60) days from the date of publication of this notice in the *Gazette* why the land should not be declared to be abandoned.

Dated at Dar es Salaam this 3rd day of September, 2002.

.....
Commissioner for Lands

TAARIFA YA KAWAIDA NA. 578

LD/1198927

UBATILISHO WA HAKI YA KUMILIKI ARDHI

Hati ya haki ya kumiliki ardhi juu ya Kiwanja Na. 104, Kitalu "G" Eneo la Nyakato "Low Density" - Jiji la Mwanza iliyokuwa inamilikiwa na SIMON STEPHEN MULINGWA MSEKA imebatilishwa na Mheshimiwa Waziri wa Ardhi na Maendeleo ya Makazi kwa Amri ya Mheshimiwa Rais mnamo tarehe 16 Agosti, 2002.

Dar es Salaam,
5 Septemba, 2002ALBERT ADIEL MSANGI,
Kamishna wa Ardhi

TAARIFA YA KAWAIDA NA. 579

LD/135332

UBATILISHO WA HAKI YA KUMILIKI ARDHI

Hati ya haki ya kumiliki Ardhi yenye L.O. No. 140306 juu ya Kiwanja Na. 22, Kitalu "S" (Medium Density) eneo la Tabata - Jijini Dar es Salaam iliyokuwa inamilikiwa na NASIBU ATHUMANI MAHANYU imebatilishwa na Mheshimiwa Waziri wa Ardhi na Maendeleo ya Makazi kwa Amri ya Mheshimiwa Rais mnamo tarehe 16 Agosti, 2002.

Dar es Salaam,
5 Septemba, 2002ALBERT ADIEL MSANGI,
Kamishna wa Ardhi

TAARIFA YA KAWAIDA NA. 580

LD/134827

UBATILISHO WA HAKI YA KUMILIKI ARDHI

Hati ya haki ya kumiliki Ardhi yenye L.O. No. 81572 juu ya Kiwanja Na. 25 Kitalu "S" (Medium Density) eneo la Tabata - Jijini Dar es Salaam iliyokuwa inamilikiwa na JONATHAN TINDWA imebatilishwa na Mheshimiwa Waziri wa Ardhi na Maendeleo ya Makazi kwa Amri ya Mheshimiwa Rais mnamo tarehe 16 Agosti, 2002.

Dar es Salaam,
5 Septemba, 2002ALBERT ADIEL MSANGI,
Kamishna wa Ardhi

TAARIFA YA KAWAIDA NA. 581

MUUNGANISHO WA WADHAMINI
Sheria ya Muunganisho wa Wadhamini
(SURA YA 375)

Taarifa inatolewa ya kuwa kufuatana an kifungu cha 3(1) cha Sheria ya Muunganisho wa Wadhamini inatolewa Shahada ya Muunganisho wa Wadhamini kwa jina lifuatalo:-

THE REGISTERED TRUSTEES OF THE UPENDO CARE TRUST
(U.C.T).

Dar es Salaam,
12 Julai, 2002C.O. KAISI,
Msimamizi Mkuu wa Wadhamini

TAARIFA YA KAWAIDA NA. 598

MUUNGANISHO WA WADHAMINI
Sheria ya Muunganisho wa Wadhamini

(Sura ya 375)

Taarifa inatolewa ya kuwa kufuatana na kifungu cha 3(1) cha Sheria ya Muunganisho wa Wadhamini inatolewa Shahada ya Muunganisho wa Wadhamini kwa jina lifuatalo:—

"THE REGISTERED TRUSTEES OF TUMAINI MATERNITY WAITING HOME DEVELOPMENTAL SERVICES TRUST"

Dar es Salaam, C. O. KAISI,
24 Julai, 2002 *Msimamizi Mkuu wa Wadhamini*

TAARIFA YA KAWAIDA NA. 599

MUUNGANISHO WA WADHAMINI
Sheria ya Muunganisho wa Wadhamini

(Sura ya 375)

Taarifa inatolewa ya kuwa kufuatana na kifungu cha 3(1) cha Sheria ya Muunganisho wa Wadhamini inatolewa Shahada ya Muunganisho wa Wadhamini kwa jina lifuatalo:—

THE REGISTERED TRUSTEES OF UPENDO YOUTH GROUP
(UYOGRO)

Dar es Salaam, C. O. KAISI,
4 Oktoba, 2001 *Msimamizi Mkuu wa Wadhamini*

TAARIFA YA KAWAIDA NA. 600

MUUNGANISHO WA WADHAMINI
Sheria ya Muunganisho wa Wadhamini

(Sura ya 375)

Taarifa inatolewa ya kuwa kufuatana na kifungu cha 3(1) cha Sheria ya Muunganisho wa Wadhamini inatolewa Shahada ya Muunganisho wa Wadhamini kwa jina lifuatalo:—

THE REGISTERED TRUSTEES OF THE CORNERSTONE MINISTRIES TRUST FUND (COMI)

Dar es Salaam, C. O. KAISI,
17 Mei, 2002 *Msimamizi Mkuu wa Wadhamini*

TAARIFA YA KAWAIDA NA. 601

UTEUZI WA WAJUMBE WA BARAZA LA NYUMBA
MKOA WA TANGATAARIFA (INSTRUMENT)
*(Sheria ya Kusimamia Kodi za Nyumba**(Na. 17 ya mwaka 1984)*

(Chini ya Kifungu cha 10(b))

Kutokana na uwezo niliopewa kwa mujibu wa Sheria Na. 17 ya mwaka 1984 chini ya kifungu cha 10(b) nawateua kuwa Wajumbe wa Baraza la Nyumba Mkoa wa Tanga kwa muda wa miaka mitatu kuanzia tarehe 03/09/2002.

Mkoa wa Tanga:

- | | | |
|------------------------------|---|--------|
| 1. Ndugu Mbaraka Dolla | — | Mjumbe |
| 2. Ndugu Emmanuel H. Kanju | — | Mjumbe |
| 3. Ndugu Rashidi Mfaume | — | Mjumbe |
| 4. Ndugu Mwanajohari Shabani | — | Mjumbe |
| 5. Ndugu Abdi Makame | — | Mjumbe |

GIDEON A. CHEYO (MB),
Waziri wa Ardhi na Maendeleo ya Makazi

TAARIFA YA KAWAIDA NA. 602

LD/184596

UTWAAJI ARDHI

(Sheria ya Utwaaji Ardhi (Na. 47 ya 1967)

Kifungu cha 6

Tangazo linatolewa kwamba kwa mujibu wa Vifungu Na. 3, 4 (1) (a) na (c) na 6 vya Sheria ya Utwaaji Ardhi (Na. 47 ya 1967), Mheshimiwa Rais anakusudia kutwaa kwa manufaa ya umma ardhi yote ijulikanayo kama Kiwanja Na. 170, Kitalu "A" Shamba 181/182 Manispaa ya Moshi inayomilikiwa na POLLUTION CONTROL AGENCY ili ardhi hiyo ichukuliwe na Manispaa ya Moshi kwa ajili ya ujenzi wa Kituo cha Mabasi yaendayo nje ya Mkoa wa Kilimanjaro ili kupunguza msongamano katika Kituo Kikuu cha Mabasi ya Manispaa hiyo. Vipimo na mipaka ya ardhi hiyo vimeonyeshwa kwa rangi nyekundu katika "Registered Plan No. 18101" ambayo ipo katika ofisi ya Mkurugenzi wa Upimaji na Ramani na nakala zake zinaweza kuchunguzwa katika ofisi ya Mkurugenzi wa Manispaa ya Moshi na katika ofisi ya Kamishna wa Ardhi.

Mtu yeyote anayedai kuwa na haki yoyote katika ardhi hiyo anatakiwa kutoa maelezo na uthibitisho wa haki hiyo kwa Mheshimiwa Waziri wa Ardhi na Maendeleo ya Makazi ndani ya majuma sita kutoka tarehe ya tangazo hili kutolewa katika Gazeti la Serikali.

Inatangazwa pia kwamba kama Mheshimiwa Rais hakuagiza vinginevyo kuhusu siku ya kuingia, ananua kuingia katika ardhi hiyo yatakapoisha majuma sita toka tarehe ya kutolewa kwa tangazo hili.

Mtu yeyote ambaye kwa hila au makusudi atamzuia mtu yeyote ambaye amepewa madaraka ipasavyo kisheria kuingia katika ardhi hiyo atakuwa na makosa chini ya Sheria iliyotajwa hapo juu na atalazimika kulipa faini isiyozidi Shilingi elfu tano (TSh. 5,000/=) au kufungwa kwa muda usiozidi miaka miwili au vyote faini na kifungu.

Limetolewa Dar es Salaam siku hii ya tarehe 10 mwezi 9, 2002.

GIDEON ASIMULIKE CHEYO (MB.),
Waziri wa Ardhi na Maendeleo ya Makazi

TAARIFA YA KAWAIDA NA. 603

IN THE MATTER OF STANBIC TANZANIA
FOREX BUREAU LIMITED
(In Voluntary Liquidation)

and

IN THE MATTER OF THE COMPANIES ORDINANCE
CAP. 212

NOTICE OF APPOINTMENT OF LIQUIDATOR

It is hereby notified for general information that on the 27th day of August, 2002 the members of Stanbic Tanzania Forex Bureau Limited resolved by a special resolution, that the said Company be wound up voluntarily as all its activities have been taken over by Stanbic Bank Tanzania Limited pursuant to a Bank of Tanzania directive. Mwanaidi S. Maajar of Maajar, Rwechungura, Nguluma & Makani (Advocates), 3rd Floor, 50 Mirambo Street. P.O. Box 7495, Dar es Salaam, was appointed liquidator for the purpose of winding up the affairs of the Company.

Signed at Dar es Salaam this 13th day of September, 2002

.....
Secretary

TAARIFA YA KAWAIDA NA. 604

ABDULLASONS LIMITED

MINUTES OF THE MEETING OF THE BOARD OF
DIRECTORS HELD ON 15TH AUGUST 2002 AT THE
REGISTERED OFFICE OF THE COMPANY AT 11.00
A.M.

Present: Mr. MOHAMEDHUSSEIN ABDULLA KADERNANI -
Chairman
Mr. AHMED ABDULLA KADERNANI - Director
Mr. MOHAMED GULAMHUSSEIN LALJI - Secretary

MIN. NO. 1

Winding up of the Company

IT WAS RESOLVED THAT the Company be wound up immediately.

CONFIRMED

.....
Chairman

.....
Secretary

Date: 15th August 2001

TAARIFA YA KAWAIDA NA. 605

FOUR 'N' THREE HOLDINGS LIMITED

MINUTES OF THE MEETING OF THE BOARD OF
DIRECTORS HELD ON 9TH AUGUST 2002 AT THE
REGISTERED OFFICE OF THE COMPANY AT 11.00
A.M.

Present: Mr. ZAHIR JIVAN - Chairman
Mr. NURANI AMLANI - Director
Mr. NIZAR JIVANI - Secretary

MIN. NO. 1

Winding up of the Company

IT WAS RESOLVED THAT the Company be wound up immediately as it was not operational.

CONFIRMED

.....
Chairman

.....
Secretary

Date: 9th August 2001

TAARIFA YA KAWAIDA NA. 606

KUSAJILIWA KWA VYAMA VYA WAFANYAKAZI

Chini ya Kifungu cha 83(a) cha Sheria ya Vyama vya
Wajiri na wafanyakazi Na. 10 ya mwaka, 1998.

Kwa mujibu wa Kifungu cha 83(a) cha Sheria ya Vyama vya Wajiri na Wafanyakazi Na. 10 ya mwaka, 1998, taarifa inatolewa kuwa Vyama vya Wafanyakazi vifuatavyo vimesajiliwa chini ya Kifungu cha 10 cha Sheria iliyotajwa hapo juu. Namba za usajili na tarehe ya kusajiliwa vimeonyeshwa kwenye mabano.

1. Chama cha Wafanyakazi wa Viwandani na Sekta mbalimbali Tanzania - Industrial and General Workers Union (IGWUTA) (Na. 013 - 08/06/2001).
2. Chama cha Wafanyakazi wa Huduma za Jamii - Tanzania Social Services Industry Workers Union (TASIWU) (Na. 014 - 08/06/2001).
3. Chama cha Wafanyakazi Waandishi wa Habari - Tanzania Union of Journalist (TUJ) (Na. 015 - 08/06/2001).
4. Chama cha Wafanyakazi wa Shughuli za Meli na Bandari - Dock Workers Union of Tanzania (DOWUTA) (Na. 016 - 17/06/2002).

Dar es Salaam,
19 Agosti, 2002

D. UISO,
Kaimu Msajili wa Vyama vya
Wajiri na Wafanyakazi

TAARIFA YA KAWAIDA NA. 607

MGOGORO WA KIKAZI NA. 4 WA MWAKA 1997

Baina ya

OTTU KNY. K. CHITEJI & OTHERS - DSM

na

J.B.G. D'SALAAM - KIBITI ROAD PROJECT

UAMUZI

WILLIAM - DC

Mgogoro huu wa kikazi unawahusu walalamikaji 17 waliokuwa wameajiriwa na Kampuni ya J.B.G. Dar es Salaam - Kibiti Road Project kwa tarehe mbali mbali na kwa kazi mbali mbali. Walalamikaji wote walikuwa wameajiriwa kwa masharti ya mkataba wa kudumu kwa project.

Mnamo tarehe 16/12/96 wafanyakazi hao walipata barua zinazolingana iliyosainiwa na "Project Manager" pamoja na "Production Manager". Barua hizo ambazo zilifanana kwa kila hali isipokuwa kwa majina tu zilikuwa zinaeleza kama ifuatavyo:

"Please take note that you are being laid - off effective from 31st January, 1997 by the Project Management due to completion of phase I. For this reason the project management had decided to give you one month's notice from 1st January, 1997 to terminate your contract.----- should the project continue with Phase II then there will be a chance for re-employment".

Upande wa walalamikaji uliita mashahidi watatu. Shahidi wa kwanza Bw. Lambert Clemence Mwakambaya alielezea kwamba yeye alifanya kazi na J.B.G. Kampuni inayojishughulisha na ujenzi wa barabara. Aliajiriwa tarehe 12/12/95 kama Diesel Cheeker (Mkaguzi wa Diesel) kielelezo P.1 mnamo tarehe 11/3/99 alipokea barua Exht. P.2 Shahidi alisema kwamba aliajiriwa Dar es Salaam ofisi za Temeke na baadaye kuhamishiwa Mkuranga. Tarehe 15/1/97 alipunguzwa kazi akiwa peke yake katika kitendo hicho cha Diesel cheeker. Shahidi alisema kwamba baada ya kupunguzwa kazi Kampuni iliajiri mtu mwingine aliyekuwa msaidizi wake; aliyetwa Bw. Mweta.

Bw. Lambert alidai kwamba hakuridhika na kupunguzwa kwake kazi na hivyo anadai arudishwe kazini, na kulipwa haki zake zote. Alipwe nauli za kuwapeleka makwao (place of demicile) pamoja na mizigo; mwisho walipwe masaa ya ziada waliyofanyia kazi kwa kipindi chote cha ajira yao.

Shahidi mwingine ni Kaiko D. Chiteji alikuwa ameajiriwa kama fundi bomba tarehe 17/7/1996. Exht P.4 alielezea kwamba ajira yake ilisema atakuwa kwenye contract kwa

kipindi chote cha mradi. Shahidi huyu anadai kwamba kama barua yake ya ajira imeandikwa Mkuranga lakini akadai kwamba licha ya kuajiriwa akiwa Mkuranga, nyumbani kwao (place of domicile) ni Kilosa Mbamba bay.

Vile vile Kaiko alielezea kwamba alikuwa mwanachama wa TAMICO na Katibu vile vile. Kadi ya uanachama Exht. P.5. Mwakambaya aliwahi kuwapa wenzake likizo ila yeye alienda mapumziko tu na picha zilipokelewa Exht. P.7. Vile vile ilitolewa X-timas regulation Exht. P.8.

Tarehe 16/12/96 walipata barua ya kupunguzwa kazi Exht. P.9 na sababu zilizotolewa kwenye barua hiyo ni kukamilika kwa phase one. Kaiko alisema kwamba kuna baadhi ya watu waliopata tena barua mara ya pili ya kurudi kazini na kuendelea na phase two. Bw. Kaiko alisema kwamba kama Katibu wa Chama cha Wafanyakazi hakukaa na mwajiri kujadili suala la upunguzaji na vigezo gani vitumike. Vile vile alieleza kwamba kama katibu hakuombewa kibali kwa Afisa wa Kazi kwa ajili ya kupunguzwa kazi.

Aliendelea kueleza kwamba mwajiri alitoa mshahara wa mwezi mmoja kwa kila mmoja wao badala ya notisi na Lihisi zisizochukuliwa. Aliendelea kuzungumzia barua za viongozi wa tawi kama mwenyekiti, wajumbe na dereva wao walipata barua ya pili kurudishwa kazini. Alisema kuwa mwenyekiti alikuwa Placid Shayo.

Vilevile Kaiko alizungumzia suala la FILO system. Alisema kwamba utaratibu mzima hukufuatwa nani aliyejiriwa kwanza na nani abaki. Alitoa mfano wa PW. 1 Mwakambaya alitolewa na Bw. Mwrite aliyejiriwa nyuma kubaki.

Alipohojiwa shahidi alisema kwamba baada ya wao kupunguzwa kazi anaona kuwa bado kazi inaendelea.

Shahidi mwingine Iddi Mohamed Singano naye alikuwa mwajiriwa wa JBG kama Security Officer Exht. P.12 tarehe 1/8/95. Alielezea kwamba yeye alikuwa mfanyakazi wa Segera - Same Road Services Exht. P.11 na pia Mkomazi - Sigwelo Road Project kama ilivyo exht. P.10, certificate of services. Baada ya kumaliza ujenzi wa barabara hizo, shahidi alihamia barabara ya Dar - Kibiti Project.

Alisema kwamba alisafirishwa toka Soni kuja hadi Mkuranga kwenye hii project na pia lipewa nyumba alipofika. Alisema kwamba kwenye mkataba wake wa ajira ulieleza kwamba atafanya masaa 40 kwa wiki na kitu cha kushangaza alifanya masaa 12 kila siku hakuna Jumapili wala sikukuu. Barua hiyo ya mkataba ulisema atapewa "off-day" hawajawahi kulipwa hadi wanapunguzwa kazi. Kwa uthibitisho zilipokelewa salary slip ya Aprili na June kuonyesha hawakulipwa overtime.

Pia aliunga mkono ushahidi wa Kaiko kuwa baadhi ya wafanyakazi wengine walirudishwa kazini baada ya redundancy. Aliwataja waliorudishwa kazini baada ya zoezi hili ni Nyelo, Bene Alex.

Mwisho waliitaka Mahakama hii imwamuru mwajiri amlipe overtime.

Utetezi ulitolewa na shahidi mmoja Bw. Thomas Kimaro. Shahidi huyu alieleza kwamba alijiriwa na Dar - Kibiti Road Project toka Mei, 1996 kama Mhasibu wa Project. Aliwafahamu walalamikaji wote kwa vile alishughulikia fedha za mradi, kulipa mishahara na malipo mengine ya mradi.

Alieleza kwamba J.B.G. ilipata kazi toka serikalini chini ya Wizara ya Ujenzi na kwamba ilianza kazi Novemba 1995. Bw. Kimaro alisema kwamba kazi hiyo ilikuwa ya awamu tatu ya kwanza ilianza Novemba 1995 na kuishia Januari 1997. Awamu wa pili ilianza 16/1/97 na kuishia 31/8/97 na awamu ya tatu ilianza Oktoba 1999 na kuishia Februari 2001. Pia alisema kwamba J.B.G. ilikuwa ni alama (emblem) ya Kampuni inayoitwa H.P. Gouff Engineers.

Aliendelea kueleza kwamba Kampuni ya J.B.G. ilipewa fedha za kuendesha mradi na Wizara ya Ujenzi na fedha hizo zilitumika kwa kulipia local costs kama mishahara ya wafanyakazi, stationery na material za ujenzi na overtime za wafanyakazi.

Alieleza kwamba kampuni ya J.B.G. haikuwa na wafanyakazi bali wafanyakazi walikuwa kwenye mradi. Alieleza vile vile kwamba kulikuwa na Regulations of wages in terms of Employment zilizokuwa zitumike kwa kuwalipa overtime. Kama ilivyo kwenye Exht D.1.

Bw. Kimaro alikubali kwamba hawajawahi kuwalipa walinzi malipo ya saa za ziada (overtime) na akaitaka Mahakama hii itoe hesabu ya pesa walizokwihalipwa hapo awali. Aidha alisema kwamba Wizara ya Ujenzi inajua kuhusu suala hili na kampuni ililetwa kwa makosa.

Katika kujibu hoja za walalamikaji kupitia mwakilishi wao Bw. Kasian alikubali kwamba walalamikaji walitakiwa wafanyakazi kwa kipindi chote cha mradi na siyo awamu.

Alipohojiwa shahidi alikiri kwamba hawakufanya kikao chochote kati ya wafanyakazi na management. Alieleza pia kwamba kampuni ya Guff Engineers waliingia mkataba na Wizara ya Ujenzi katika kutoa ushauri tu yaani (consultancy). Alipoulizwa pia kuhusu muda mradi ulipokwisha alieleza kwamba mradi wa pili ulimalizika Agosti, 1997 na accounts zote pamoja na pesa taslim na madai yote zilirudishwa Wizara ya Ujenzi.

Alieleza zaidi kwamba pamoja na Wizara ya Ujenzi kuwa na mamlaka na mradi huu waliokuwa wajiri walikuwa ni menejiment ya mradi.

Baada ya ushahidi kutolewa ilifuata hoja za mwisho za pande zote mbili. Hapakuwa na maoni ya Washauri kwa sababu washauri wote hawakuweza kuendelea mpaka mwisho.

Masuala yaliyokubaliwa katika mgogoro huu ni matano nami nitayajibu moja moja.

Suala la kwanza linasema:

Kama walalamikaji walipunguzwa kazi kwa kufuata sheria zinazotakiwa.

Katika ushahidi wa menejiment, Ndugu Kimaro DW.1 alieleza Mahakama kuwa walalamikaji walipunguzwa kazi kutokana na kwisha kwa awamu ya kwanza. Tukiangalia barua za ajira zinasemaje.

nanukuu exht. P.4 para 2 inasema:

"2. Your employment will be on contract basic and will be valid for the duration of the construction of D'Salaam - Kibiti Road Project".

Barua hiyo haionyeshi sehemu yeyote inayosema kwamba wafanyakazi watapunguzwa imalizikapo awamu moja baada ya nyingine. Barua hiyo iko wazi na inaeleweka kuwa mkataba utadumu kwa kipindi chote cha mradi. Kama alivyosema msomi wakili kwenye maelezo ya mwisho (final submission) kuwa hiyo haikuwa "redundancy" kwani menejiment ilikosea. Hakuna ushahidi ulitolewa au kupinga na menejiment unaonyesha sahihisho kuwa hiyo haikuwa "redundancy" bali ni lay - off".

Je katika kupunguza wafanyakazi ni sheria gani hutumika? Tumeona kwenye ushahidi kwamba kati ya waliopunguzwa walikuwepo viongozi wa Tawi lao la Chama cha Wafanyakazi. Licha ya hiyo ni kwamba Kifungu 6(1) (g) cha Sheria ya Usalama Kazini Na. 62/1964 kinaeleza taratibu za kufuta wakati mwajiri anapotaka kupunguza wafanyakazi yaani "redundancy". Taratibu hizo ni kushauriana na Tawi la Chama cha Wafanyakazi mahali pa kazi kuhusu kusudio hilo la kupunguza wafanyakazi, na kama kuna mkataba wowote ule wa pamoja na jinsi ya utekelezaji wa zoezi, basi ufuatwe na menejiment yenyewe.

Kifungu cha 6(1) (g) kinasema nanukuu:

"6(1) The function of a committee in and in relation to, the business for which it is established are:

(g) to consult with the employer concerning any impending redundancies and the application of any joint agreement on redundancies".

Kutokana na ushahidi ulitolewa hakuna sehemu yoyote inayoonyesha kwamba menejiment walikaa na wafanyakazi kujadili suala la upunguzaji wafanyakazi na sababu zake. Kwani kwa mwajiri lazima kwanza pawe na sababu za msingi kwa nini upunguzaji ufanyike. Katika kuangalia sababu za msingi ni pamoja na kusitishwa kwa mradi n.k. Katika shauri hili upo ushahidi uliungwa mkono na menejiment DW.1 kuwa hata yeye alipata barua ya redundancy na hapo hapo akapata barua ya kurudishwa kazini na wenzake wengine waliotajwa kwenye ushahidi.

Ni wazi kwamba "redundancy" hapa haikuwa na sababu za msingi na hasa kwa kutozingatia pia kifungu cha 6(1) (g) cha Sheria za Usalama Kazini nacho pia kilikiukwa vile vile

hakuna ushahidi wowote ule wa kuonyesha kuwa kulikuwa na mkataba wa pamoja unaohusu utekelezaji wa zoezi la kupunguza wafanyakazi.

Katika suala la pili kama walalamikaji walilipwa gharama za kuwarudisha makwao wao na familia zao na mizigo yao.

Hakuna ubishi kuhusu mahali walipokuwa wakati wa kuandika maombi yao ya kazi. Wengi wa walalamikaji walitoa anuani ya Dar es Salaam. Katika kumbukumbu ya mkataba wa kazi kama ilivyotolewa kama kielelezo P.4 inaonyesha maskani ya mfanyakazi mhusika, Kaiko Chiteji kuwa ni Box 62 Kilosa Village, Mbamba Bay Ruvuma. Hii inaonyesha wazi kwamba mlalamikiwa alifahamu makwao mfanyakazi, ingawa barua yake ya maombi ya kazi iliandikwa Dar es Salaam. Mkataba wa ajira, ambao ndiyo unatakiwa kuonyesha maskani ya walioingia mkataba huo, ulifikiwa baada ya mwajiri kuridhika kwamba waombaji walikuwa na sifa za kazi kutokana na maelezo yao katika barua. Kama wafanyakazi walifika getini na kuchaguliwa, wasingeliandikiwa barua za mkataba wa ajira. Na hao wangelikuwa ni kibarua wa kulipwa kwa kutwa, kesho tena anakuja.

Vile vile wafanyakazi wa getini au wakuchukuliwa getini wasingelipewa hata hati ya mshahara (Salary Slip). Maana mkataba huo ndio ushahidi wa maskani ya waliosaini. Kwa kuheshimu mkataba, na sio kutokana na hiari, au hisani ya mwajiri, Walalamikaji walikuwa wakilipwa nauli za likizo kila walipostahili. Vivyo hivyo alitakiwa awalipie walalamikaji nauli na familia yake alipokuwa anapunguzwa kazi na kurejea makwao. Hivyo naafiki kwamba mwajiri anao wajibu wa kusafirisha mizigo (personal effects) ya kila mlalamikaji ambaye hakupewa wakati huo hadi maskani kwake kwa viwango wanavyostahili, kama ilivyo kwenye Exht. P.3.

Katika kujibu hoja ya tatu, kama walalamikaji walilipwa madai yao ya overtime kuna ushahidi pia uliotolewa na DW.1 alikiri kuwa waligundua kuwa walinzi walikuwa hawajalipwa overtime. Vile vile madai haya yameonyeshwa kwenye Exht. P.3. Madai haya ya overtime hayakupingwa na upande wa Mlalamikiwa. Kutokana na uthibitisho huo natoa tuzo kwamba mwajiri awalipe Wafanyakazi madai yao ya overtime kama ilivyoonyeshwa kwenye Exht. P.3.

Aidha, Katibu wa TAMICO ametoa madai yake kwamba kupunguzwa kwake kazi kulikuwa kinyume na Sheria ya Usalama Kazini NA. 62/1967 sura 574. Upo ushahidi uliotolewa na DW.1 alijibu kwamba hata Mwenyekiti wa TAMICO mahala pa kazi alipunguzwa na baadaye kurudhishwa kazini, akiwa pamoja na yeye DW.1. Hivyo ni wazi kwamba mwajiri alikubaliana kwamba wafanyakazi hao walikuwa wanachama.

Vile vile PW.2 ametoa kadi yake ya uanachama Ext. P.5 taratibu zilitakiwa zifuatwe. Hii inaonyesha kwamba mwajiri alijiamulia tu kupunguza wafanyakazi na hapo hapo akawarudisha kazini wengine. Nikianzia na Mlalamikaji Chiteji, Mahakama imeona ya kuwa uongozi wa Kampuni ya

J.B.G. hakupata kibali cha Afisa wa Kazi ili kumpunguza kazi akiwa ni Katibu wa Chama cha Wafanyakazi. Mwajiri hakupinga jambo hili. Hivyo basi mwajiri alipotoka kisheria katika kumpunguza kazi bila kupata kibali cha Afisa wa Kazi kwa mujibu wa Sheria. Hivyo basi kumpunguza kazi kwake siyo halali. Arejeshwe kazini toka tarehe aliyopunguzwa kazi yaani tarehe 01/1/1997 na ahesabike ya kuwa yupo kazini kuanzia tarehe hiyo bila kupoteza haki zake za utumishi. Kama uongozi unataka kumpunguza kazi sharti afuate matakwa ya sheria inavyohusika.

Kwa wafanyakazi wengine suala la kuwarudisha kazini halipo ila wapate haki zao kama ilivyoamuliwa hapo juu yaani malipo ya mizigo kwenda makwao kwa wale ambao hawajapewa usafiri wakati ule na overtime.

Uamuzi huu umetolewa leo hapa Dar es Salaam tarehe 23/11/2001 na unakuwa ni TUZO ya Mahakama hii na unashuhudiwa na muhuri wa Mahakama hii ya kazi.

(Sgd)
C.E.R. WILLIAM
Naibu Mwenyekiti

Certified true copy of the original.

10/12/2001

B. E. NYAMUBI,
Registrar

TAARIFA YA KAWAIDA NA. 608

ENQUIRY NO. 26 OF 1996
Between
OTTU FOR NASSORO ALLY AND (58) OTHERS
and
1. TANGOLD PRODUCTS LTD.
2. AIMS LTD. - DSM

RULING

WILLIAM - DC

This is an application by Tangold Products Limited and Noble Azania (AIM) Limited, the first and second applicants respectively, seeking an order to lift the attachment order and stay of execution of the orders thereon pending the hearing of the Administrative orders in the High Court in Misc. Civil Application No. 41/2001.

The application is supported by the Affidavit of one Chandrakant Punatar the Administrative Manager of the Applicants. MS Hamida Sheikh, representing the applicants told this court that the application had merits because they had ample encheme that many employers included in the judgment were not entitled to any benefits as they are still employed by applicant/judgment debtor. Ms Sheikh submitted that some of the employees were warded much more that the actual entitled hence needed time to establish who deserved what and how.

In reply; learned advocate Mr. Chamriho for the Respondents, submitted that the application had no merit as it had been dismissed on 19/2/2001. Mr. Chamriho told this court that the dismissed application had similar contents to this second application and that the application to the High Court had no new ground to move this court to grant any orders.

Furthermore Mr. Chamriho stated that the applicants had prepared a list of the respondents who deserved to be paid as from September 1994 - April 2001 (79 months) hence there was no reason for the delay. Mr. Chamriho stated that there was a list which contained a schedule of alleged dead respondents and their earned payments and also a schedule of the alleged terminated respondents that the establishment of who deserved what and how much does not arise.

Lastly Mr. Chamriho prayed that a deposit of Tshs. 100,000,000/= should be deposited, should be count grant stay of execution as provided under order 21 rule 24(3) of the CPC. Going through the coment record, On 20th September 2001 this Honourable Court, through a letter with reference SCA/T/DISP.26/1996 dated 19/9/2001 granted the Applicant to be supplied with reply to the applicants submission for making a rejoinder if any. To date nothing has been filed so I proceed without it.

On considering this application let it be remembered that on 28th May, 1999 the applicants filled application seeking for stay of execution the application which was dismissed on 19th February, 2001 and this court ordered for the execution to proceed.

Again on 7th June 2001 the applicants filed another application seeking for order of stay of execution and lift the attachment order.

It is on record that the judgment was delived by Hon. Mr. Tendwa Deputy Chairman (as he then was) on 28th April 1999. Both the applicants affirmed by Chandrakant Punatar on 28/5/99 and undated one respectively for the application made on 7th June 2001 had the same contents. In support to this ruling I cite the case of TANZANIA COTTON MARKETING BOARD VS COGECOT COTTON Co. SA Civil application No. 52 of 1996 (CAT) (unreported) It was held "that an affidavit in support of an application for stay of execution is to give particulars substantiating the loss to be suffered if stay of execution is not ordered and that mere allegation of loss is not enough".

In this case the court should be satisfied that there is going to be irreparable and not just substantial loss. Para 3 of the applicants Affidavit stated that and I quote:

"That because of the very serious financial difficulties the applicant/Defendant/judgement - Debtors Companies had to restructure and cut down expenditure/costs. Which caused it to close down some of the offices and move to share office accomodation".

Reference is also made to the case of DAUDI MBARUKU VS NORAH HAULE Civil application No. 7 of 1997 (CAT) (unreported) there was an application for stay of execution where it was refused and it was held that

".....parties who want to benefit from those provisions which seek to delay the realisation of the fruits of judgement non by their adversarios, should be vigilant and take timely steps to do so".

From the case two cited above I cannot see the logic how the applicants will suffer irreparable loss for sharing accomodation or withdrawal of the advocate. These are not particulars substantiating the loss to be suffered if stay of execution is not ordered.

I had an opportunity to receive the opinion from Mr. Mbezi (ATE) he had the opinion that the grounds raised for stay or execution were not enough. He had opined that the applicants unless they deposit to this Honourable Court Tsh. 100,000,000/= no stay of execution should be granted.

I have no reason whatsoever to depent with Mr. Mbezi's opinion. For the reasons stated above I rule out that the applicants deposit Tsh. 100,000,000/= otherwise no stay of execution is granted and failure to do execution proceeds as granted earlier.

(Sgd)
C.E.R. WILLIAM
Deputy Chairperson

Certified true copy of the original.

10/12/2001

B. E. NYAMUBI,
Registrar

TAARIFA YA KAWAIDA NA. 609

UTHIBITISHO NA USIMAMIAJI WA MIRATHI
(Katika Mahakama Kuu ya Hakimu Mkuu Mkazi, Kisutu)

SHAURI LA MIRATHI NA. 82 LA MWAKA 2002

Maombi ya barua za usimamiaji wa mirathi ya
Dr. James Kahatano, Marehemu
na

Mrs. Mastidia James Kahatano, Muombaji

TAARIFA YA KAWAIDA
(Kanuni ya 75)

Watu wote wanaodai kuwa na haki katika mirathi ya marehemu aliyetajwa hapo juu wanafahamishwa kufika na kuangalia mashauri haya katika jalada kama wanaona inafaa kabla ya kutolewa kwa Uthibitisho wa wasia kwa muombaji aliyetajwa hapo juu.

Mapingamizi yoyote kuhusu maombi haya yawe yameandikishwa mnamo au kabla ya tarehe 11 mwezi wa Desemba mwaka 2002.

Wasia wa Marehemu huyo aliyetajwa umewekwa amana na uwazi kwa upekuzi Mahakamani.

Imewasilishwa leo tarehe 11 mwezi wa Septemba mwaka 2002.

Hakimu Mkuu Mkazi
Kisutu Dar es Slaam

TAARIFA YA KAWAIDA NA. 610

UTHIBITISHO NA USIMAMIAJI WA MIRATHI
(Katika Mahakama Kuu ya Tanzania, Dar es Salaam)

SHAURI LA MIRATHI NA. 38 LA MWAKA 2002

Maombi ya barua za usimamiaji wa mirathi ya
Seifuddin Tayabali Gomberawalla, Marehemu
na

Fakuruddin Tayabali Gomberawalla, Muombaji

TAARIFA YA KAWAIDA
(Kanuni ya 75)

Watu wote wanaodai kuwa na haki katika Mirathi ya marehemu aliyetajwa hapo juu wanafahamishwa kufika na kuangalia mashauri haya katika jalada kama wanaona inafaa kabla ya kutolewa kwa barua za usimamiaji wa Mirathi kwa muombaji aliyetajwa hapo juu.

Mapingamizi yoyote kuhusu maombi haya yawe yameandikishwa mnamo au kabla ya tarehe 6 mwezi wa Novemba mwaka 2002.

Imewasilishwa Dar es Salaam leo tarehe 10 mwezi wa Septemba mwaka 2002.

Hakimu Mkuu Mkazi
Kisutu Dar es Slaam

TAARIFA YA KAWAIDA NA. 611

UTHIBITISHO NA USIMAMIAJI WA MIRATHI
(Katika Mahakama Kuu ya Hakimu Mkuu Mkazi, Kisutu)

SHAURI LA MIRATHI NA. 86 LA MWAKA 2002

Maombi ya barua za usimamiaji wa mirathi ya
Mahendra Jagannat Bhatt, Marehemu
na

Chandrakant Jagannath Bhatt, Muombaji

TAARIFA YA KAWAIDA
(Kanuni ya 75)

Watu wote wanaodai kuwa na haki katika mirathi ya marehemu aliyetajwa hapo juu wanafahamishwa kufika na kuangalia mashauri haya katika jalada kama wanaona inafaa kabla ya kutolewa kwa Uthibitisho wa wasia kwa muombaji aliyetajwa hapo juu.

Mapingamizi yoyote kuhusu maombi haya yawe yameandikishwa mnamo au kabla ya tarehe 12 mwezi wa Desemba mwaka 2002.

Wasia wa Marehemu huyo aliyetajwa umewekwa amana na uwazi kwa upekuzi Mahakamani.

Imewasilishwa leo tarehe 12 mwezi wa Septemba mwaka 2002.

Hakimu Mkuu Mkazi
Kisutu Dar es Slaam

TAARIFA YA KAWAIDA NA. 612

DEED POLL

BY THIS DEED, I, DR. FERDINAND FUPI MSHERI OF Post Office Box 110, Morogoro, do hereby absolutely renounce and abandon the use of my former name DR. FERDINAND FUPI MSHERI and in lieu thereof do assume and adopt this 11th day of September, 2002 the name of DR. FERDINAND FUPI MSOFE.

AND IN PURSUANCE of such change of name as aforesaid, I HEREBY DECLARE that I shall at all times hereafter, in all records, deeds and instruments in writing and in all dealings and transactions and upon all occasions whatsoever, use and sign the said name of DR. FERDINAND FUPI MSOFE as my name in lieu of the said name of DR. FERDINAND FUPI MSHERI renounced as aforesaid.

AND I HEREBY AUTHORISE and request all persons to designate and address me in the name of DR. FERDINAND FUPI MSOFE.

IN WITNESS WHEREOF I have hereto subscribed my name of DR. FERDINAND FUPI MSOFE.

SIGNED and DELIVERED at
Dar es Salaam by the said
DR. FERDINAND FUPI MSOFE
in my presence this 11th day
of September, 2002

Signature.....
Postal Address: P.O. Box 10336,
Dar es Salaam

Qualification: Advocate, Notary Public and Commissioner of Oaths.