

RWANDA / JUDGMENT

RUZIBIZA v. MOUNT MERU LOGISTICS RWANDA LTD

RLR V.4-2025

COURT

Supreme Court

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Text

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RUZIBIZA v. MOUNT MERU LOGISTICS RWANDA LTD [Rwanda SUPREME COURT – RS/INJUST/RSOC00003/2024/SC (Hitiyaremye, P.J, Muhumuza and Kazungu, J.) 07 February 2025] Law governing labor cases – Employment contract - Termination of an employment contract – Damages – An employer who terminates an employment contract without adhering to the prescribed procedures and requirements for termination is deemed to have unlawfully dismissed the employee and shall be liable for damages. Law governing labor cases – Occupational accident – Damages resulting from motor vehicle accidents – Medical damages – The employer has the obligation to register the employee with the social security scheme and to remit contributions on behalf of the employee to the Social Security Fund – Where the employer fails to remit health insurance contributions for the employee, he or she shall bear the medical expenses; if the employer does not do so, he or she shall provide the employee with the necessary funds to personally cover medical treatment. Facts : Ruzibiza filed a lawsuit against his former employer, Mount Meru Logistics Rwanda Ltd, before the Intermediate Court of Nyarugenge seeking an

order compelling the Company to pay to him various damages arising from an occupational accident that occurred in Uganda where he was employed as a driver and sustained

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serious injuries. Mount Meru pleaded that the claimant had the accident while he was still serving his probationary period, as he had been employed for only about one month. For this reason, the Company did not remit social security contributions to the Rwanda Social Security Board. Furthermore, it contended that he commenced employment at the age of 60, which is both the maximum age for determining social security benefits and the age used in calculating entitlements for victims of occupational hazards. On these grounds, Mount Meru maintained that the claim should be dismissed. The Intermediate Court ruled that the claim filed by the claimant has merit in part and ordered to the employer to pay to him various damages. The claimant appealed against this decision before the High Court, claiming that there are other damages which the Court disregarded to award to him. The defendant lodged an incidental appeal requesting to be awarded the procedural and counsel fees based on the law and the evidence he provided showing that they did their best to take care of the appellant just immediately after the accident. The High Court ruled that the appeal has merit in part but declared baseless the incidental appeal, and ordered that the claimant be awarded various damages. The claimant was once again not satisfied with this decision and wrote to the President of the Supreme Court requesting that the judgment be reviewed on the grounds of injustice, and his case was heard by the Supreme Court. In this case related to the review of the judgment on grounds of injustice, the applicant alleges that the alleged injustice is based on the fact that the previous Courts made

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wrongful and unlawful decisions. He claims that he was so unlawfully dismissed that he should be granted damages because he was not notified of his dismissal, he was given no notice, and that he was surprised by the withholding of his salary. He alleges that the Law governing labor in Rwanda requires the employee or employer to give written notice prior the termination of employment contract. He showed this to the High Court but it did not decide about it, and this is the reason why he requests the Supreme Court, in case it finds that he was dismissed unlawfully, to order that he should be given salary arrears from the time it was withheld until the time the matter is resolved. The defendant alleges that the applicant was not dismissed from work but instead, his work was suspended due to the accident he suffered, he was taken care of, continued receiving his salary until October 2020, and he continued receiving medical fees until February 2021. The defendant also alleges that the damages requested by the applicant should not be granted because such the damages are allocated to an employee who was unlawfully dismissed, while the applicant's job was suspended because the car he was driving was damaged and could not get back on the road. The defendant concluded by stating that the labor law provides that wages are paid for the work done, so he would not continue paying the applicant because he was no longer able to work because of the accident and there was no other job to which the Company could appoint him. The applicant also points out that the injustice he was subjected to is based on

the fact that the defendant had to

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cover his medical expenses, and he did not pay the social security contributions to RSSB, which affected him because he had an accident without medical insurance, and for this, he requests that the medical treatment and other accident-related expenses be covered by the defendant. This request is based on a medical report confirming that the accident left him with a permanent disability of 92%, and he was awarded a proforma invoice of medical treatment that should be provided to him but the defendant refused to provide him with his medical fees. On that issue related to the claimant's medical treatment, the defendant alleges that it does not figure out the legal basis of the amount of money requested by the claimant. The claimant puts forward wrong claims because the provisions of the law that he relied upon are based on the payment made for the treatment provided to the employee and is made to the medical institutions that treated him/her. Therefore, his request should not be granted because he had been receiving money for medical treatment for a long time, and now in this case he alleges that has never received any support for treatment. Another issue considered in this case is whether the damages requested by the claimant should be granted; where he alleges that in the judgment under review, he was not granted economic damages and he requests to the Supreme Court to correct it. He requests that these damages be calculated on the basis of 65 years of age, since the Court disregarded the provisions of the law that the judge does not decide more than he/she has been asked to. He also claims that he has not been awarded moral

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damages for the suffering caused by the fracture resulting from the accident and the lack of medical care due to financial reasons, and therefore he requests this Court to award him those damages because he was wronged. The applicant prayed the Supreme Court to award him damages reserved for an employee who seriously suffered an occupational accident, and to assess whether he needs an assistant as well as whether he should be refunded medical expenses he paid. He explains that, as Mount Meru Logistics Ltd refused to pay social security contributions for him, and he had an accident that caused him various disabilities, this Company should be ordered to pay to him the same amount that would have been given to him by the Rwanda Social Security Board if the employer had affiliated him to it. Another thing is that he is unable to do anything for himself and needs another person to assist him in his daily life, the reason why he requests that the Court order the defendant to pay to him an assistant based on the provisions of the law stipulating that if a person receives pension, and must always be assisted by another person to be able to do normal work, he/she gets an additional forty percent (40%) of what he/she should get. He concludes by requesting that the defendant should refund to him the money he spent on medical treatment based on the fact that it abandoned him and did not help him during his illness. The defendant submitted that if the claimant states that there are some issues to be determined by law regarding the damages granted to an employee who has been permanently incapacitated by an occupational accident, such damages should be calculated

within a period not

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exceeding the age of 60 years from the time the disability was recognized and only for 6 months of each year has to be counted. He also states that based on the fact that the remaining disability has been reduced according to the medical report, he requests that this Court should rely on it to make a decision because he does not need any other person to assist him. Held: 1. An employer who terminates an employment contract without adhering to the prescribed procedures and requirements for termination is deemed to have unlawfully dismissed the employee and shall be liable for damages.

2. The employer has the obligation to register the employee with the social security scheme and to remit contributions on behalf of the employee to the Social Security Fund, failure to do so, the employer shall bear the medical expenses; if the employer does not do so, he or she shall provide the employee with the necessary funds to personally cover medical treatment. The application for review has merit in part. Statutes and statutory instruments referred to: Law N° 66/2018 of 30/08/2018 regulating labour in Rwanda, articles 3, 19, 24, 29, 30 and 39; Law N° 22/2018 of 29/04/2018 Law relating to the civil, commercial, labour and administrative procedure, Article 10;

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Law N° 05/2015 of 30/03/2015 governing the organization of pension schemes, articles 6, 18, 24, 25 and 26; Law N° 06/2003 modifying and completing the Law- Decree of August 22, 1974 governing social security, articles 14, 16 and 22; Presidential Order N° 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles, article 18. Cases referred to: Mukakimenyi Marie Claire v. SANLAM AG Plc, RS/INJUST/RC00012/2022/SC, rendered by the Supreme Court on 02/02/2024. Nyetera Jean Baptiste v. CORAR, RCAA0202/07/CS, rendered by the Supreme Court on 09/04/2009; Manirarora Jean de Dieu v. Rwanda Rudniki Ltd, Sanlam Ag Plc, RS/INJUST/RC00013/2021/CA, decided by the Court of Appeal on 28/06/2022; Nyirabatesi Laurence v. King Faisal Hospital, RCAA00073/2018/CA, rendered on 19/07/2019; Ndizeye Alphonse v. Kibungo Medical Center, RCAA00008/2020/CA, rendered on 25/06/2021.

Judgment

I. BACKGROUND OF THE CASE

Ruzibiza Aloys was hired as a driver at Mount Meru Logistics Rwanda LTD, (hereinafter referred to as

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Mount Meru in this case) but was not affiliated to Rwanda Social Security Board. On 28/09/2020 while he was on a work mission in Uganda, Ruzibiza Aloys had an accident while driving a work vehicle with plate number RAD 765 T and was seriously injured.

After a disagreement with Mount Meru as his employer regarding the damages he was asking for, Ruzibiza Aloys filed a case before the Intermediate Court of Nyarugenge, claiming various damages arising from the occupational accident as he explained it while filing the case.

The legal counsel of Mount Meru submitted in defense that at the time the claimant, Ruzibiza Aloys, sustained the accident, he had been in employment for only about one month and was still under the probation period. For that reason, the employer had not yet registered him with the Rwanda Social Security Board (RSSB). He therefore argued that, based on the salary the claimant was earning and the proportion of his monthly contribution, the applicable legal provisions governing a person who had just commenced employment should apply, such that he should be granted the benefits that the Social Security Fund would have provided had he been duly registered, with Mount Meru bearing its share of contributions proportionate to the period of employment. He further argued that the claimant commenced work at the age of sixty, which is the maximum age considered for the determination of social security entitlements and the basis for calculating benefits for victims of occupational

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hazards. He therefore maintained that the claim has no legal basis.

In the judgment RSOC00292/2021/TGI/NYGE rendered on 06/05/2022, the Intermediate Court of Nyarugenge held that the claim of Mount Meru had merit in part, and decided to award to Ruzibiza Aloys the following amount : $150,000 \text{ Frw} \times 30\% = 45,000 \text{ Frw} \times 6: 270,000 \text{ Frw}$; "Permanent disability pension": 7950 Frw per month + 3600 Frw per month, making a total of: 11,550 Frw. This Court also ordered to Mount Meru¹ to pay RDP00380/2023/TB/NYGE to Ruzibiza Aloys 700,000 Frw for the counsel fee and the refund of 20,000 Frw for the court fees.

Ruzibiza Aloys appealed against the judgment before the High Court, alleging that the Intermediate Court disregarded to award to him the medical fees, expenses related to the person assisting him, damages for financial loss, damages for career loss, damages for the employee who is permanently disabled as a result of the occupational accident, moral damages, and that he also found the procedural and counsel fees given at the first level inappropriate. Mount Meru also filed an incidental appeal requesting that the Court to order to the claimant to pay one million in procedural and counsel fees because the Company presented evidence that it took care of Ruzibiza Aloys in every way possible when he had an accident, and the Court awarded to him all legal benefits but continued to drag it into court.

¹There was a mistake because Ruzibiza Aloys was the one who filed the claim.

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In

judgment

RSOCA 00117/2022/HC/KIG, delivered on 14/07/2023, the High Court held that the appeal lodged by the claimant, Ruzibiza Aloys, was partly founded, whereas the incidental appeal lodged by Mount Meru lacked merit. The Court accordingly modified the decision under appeal in part. It ordered to Mount Meru to pay to Ruzibiza Aloys the amount of 270,000 Frw that had already been awarded in the first instance judgment, given that he had not been appealed against in that regard; further ordered to Mount Meru to pay to him a monthly disability pension of 68,000 Frw as explained in the judgment, in lieu of the 11,550 Frw previously granted by the first instance court; additionally ordered the payment of 700,000 Frw as advocate's fees as awarded at first instance, 100,000 Frw as appeal costs, and directed Mount Meru to refund to him 20,000 Frw deposited as court fee in the first instance proceedings and 40,000 Frw deposited as court fee at the appellate level.

On 10/08/2023, Ruzibiza Aloys wrote to the President of the Court of Appeal requesting that the judgment RSOCA00117/2022/HC/KIG rendered by the High Court on 14/07/2023, should be reviewed on grounds of injustice. After considering his request, the President of the Court of Appeal wrote to the President of the Supreme Court requesting that the judgment should be reviewed on grounds of injustice. When the President of the Supreme Court received the report, he decided that the case should be heard again, and it was registered under RS/INJUST/RSOC00003/2024/SC.

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Ruzibiza Aloys alleges that the injustice he was subjected to is based on the fact that the previous courts made unfair and illegal decisions.

The case hearing in public was held on 09/09/2024, all parties appeared before the Court, Ruzibiza Aloys assisted by Counsel Chuma Ndekezi Claude, Mount Meru represented by Counsel Gakwaya Gilles, and the parties debated on the following issues: a. Whether Ruzibiza Aloys was unlawfully dismissed from work in such a way that he can be awarded damages; b. Whether Mount Meru should have covered medical expenses for Ruzibiza Aloys; c. The basis of the various damages requested by Ruzibiza Aloys: i. Damages for financial loss; ii. Damages for career loss; iii. Moral damages iv. Damages to the employee permanently disabled as a result of an occupational accident; v. Payment of an assistant; vi. Travel expenses for medical care. d. The basis of the counsel and procedural fees requested by the parties.

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After listening to the explanations of the parties, the Court closed the hearing informing them that the judgment would be pronounced on 18/10/2024, and on that date, the judgment was not pronounced because there were still matters to be considered, its pronouncement was adjourned to 01/11/2024. On that day, the Court delivered a provisional ruling, affirming that before the judgment on the merits, the doctor who examined Ruzibiza Aloys must show whether he needs someone to take care of him due to the disability resulting from the accident, and ordered to Mount Meru to show to the Court the salary that Ruzibiza Aloys was receiving (Pay slip).

The case hearing was resumed on 17/12/2024, Ruzibiza Aloys was assisted by Counsel Chuma Ndekezi Claude, Mount Meru represented by Counsel Gakwaya Gilles, and the parties debated on the report of the medical expert who examined Ruzibiza Aloys. I. ANALYSIS OF THE LEGAL

ISSUES

A. Whether Ruzibiza Aloys was unlawfully dismissed in such a way that he is entitled to damages

Ruzibiza Aloys and his counsel allege that he was not notified that he was dismissed from work, that he was not even given notice, that he was surprised by the fact that his salary was on hold. They explain that his employer took him to Kigali and abandoned him, refused to cover

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his medical expenses, and did not pay his contributions for social security, and did not even allocate him what the law provides for him after he was dismissed.

They sustain that the Article 24 of Law n° 66/2018 of 30/08/2018 regulating labour in Rwanda provides that the notice must be given by the employer or employee in the following manner: 1° at least fifteen (15) days, in case an employee has served for less than one (1) year; Article 29 of the Law provides that the notice must be notified in writing to the concerned party, specifying the grounds for contract termination.; and article 30 of the very Law provides that unlawful termination of employment contract gives rise to the payment of damages; that they find that the damages granted to an employee unlawfully dismissed cannot be less than three (3) months' salary, but not more than six (6) months' salary.

They point out that before the High Court, Ruzibiza Aloys had requested 150,000 Frw x 6 = 900,000 Frw in damages for having been dismissed unlawfully, but the judge did not decide about it, alleging that this is unfair. They request to the Court that if it finds that he was dismissed unlawfully, it will order that he should be paid back arrear wages from the time the wages were put on hold in the month of 10/2020 until the matter is resolved.

Counsel Gilles Gakwaya, representing Mount Meru, submits in defense on this issue that the claimant fails to reconcile his claims with the applicable law. He argued that Ruzibiza Aloys was never dismissed from employment, but rather that his contract was suspended as a result of the accident, during which he was adequately

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attended to until February, while he continued to receive medical allowances as evidenced by the exhibits adduced. Counsel further explained that the defendant himself acknowledged that following the accident he continued to be paid his salary until October 2020, and that he was still receiving medical treatment up to February 2021.

He concludes by alleging that the damages requested by Ruzibiza Aloys are granted to an employee who was dismissed unlawfully ; that for him, it was not the case because Mount Meru could not have dismissed him and continued paying his salary and cover his medical expenses for more than six months after the accident. He concludes by alleging that since his salary was on hold, what happened was not that he was dismissed, but that his job stopped because the car he was driving was damaged and could not return to the road. He alleges that the labor law stipulates that salary is given for the work done, that since Ruzibiza's car was damaged and there was no other work for him, it is understood that they would not keep paying him for not working, based on the provisions of the labor law regarding salaries. DETERMINATION OF THE COURT

Article 24 of Law n° 66/2018 of 30/08/2018 regulating labour in Rwanda as amended to date provides that: Subject to the provisions of the collective agreement, rules of procedure or employment contract, the period of notice given by the employer or employee must be as follows: 1 ° at least fifteen (15) days, in case an employee

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has served for less than one (1) year. The notice must be given in writing and state reasons for termination of labor contract.

Article 29 of the aforementioned Law provides that the notice must be given in writing to the concerned party and the reasons for the termination of the contract must be stated.

Article 30 of the Law provides that the unlawful termination of labor contract gives rise to the payment of damages; that the damages given to an employee dismissed unlawfully cannot be less than three (3) months' salary, but cannot exceed six (6) months' salary.

In his arguments on this point, Ruzibiza Aloys points out that his employer did not comply with the law regarding the dismissal of an employee.

The High Court in its decision established that the contract Ruzibiza Aloys had with Mount Meru was not terminated by the dismissal, that it was terminated by the accident, that Ruzibiza did not prove that the accident he had had would not prevent him from returning to work, especially that he also admitted in his arguments that he needed another person to assist him, which shows that he is no longer able to work.

This view is in line with Mount Meru's rebuttal that it did not dismiss Ruzibiza Aloys from work, that instead, his work was put on hold because he had an accident, so his work was stopped because the car he was driving was damaged, and the employer did not have

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another job for him, but that the Company continued to take care of him, so based on the provisions of the labor law on wages, he should not keep receiving his salary while he was not working.

The Court finds that the submissions of Mount Meru cannot be upheld, since although it denies having dismissed Ruzibiza from employment, it admits that due to the accident he was no longer able to perform his duties as before, and the car he was driving was damaged. It does not, however, dispute that he ceased working and that the employer stopped remunerating him. In any case, this does not absolve Mount Meru, as the employer, from its statutory obligation to comply with the legal provisions governing the termination of employment contracts.

Based on Articles 24, 29 and 30 of Law n° 66/2018 of 30/08/2018 mentioned above, the Court finds that Ruzibiza's allegations that he was dismissed unlawfully are well-founded. The fact that the car he was driving was involved in an accident, resulting in injury, and he was injured could not prevent Mount Meru from notifying him that his employment had ended. Therefore, due to the fact that it failed to comply with its obligations, it should be held liable for damages.

Article 3, Paragraph 1, section 29 of Law n° 66/2018 of 30/08/2018 regulating labour in Rwanda in force at the time when Ruzibiza was dismissed stipulates that the salary components are the basic salary the worker is paid in addition to the allowance for the work done. The casefile contains a document that Mount Meru submitted

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to the Court showing that Ruzibiza Aloys was paid a monthly salary of 173,450.60 Frw.

Based on the provisions of Law N° 66/2018 of 30/08/2018 mentioned above, the Court finds that Mount Meru must pay to Ruzibiza Aloys the damages for his unlawful dismissal amounting to 173,450.60 Frw x 6= 1,040,703 Frw. B. Whether Mount Meru should cover the medical expenses of Ruzibiza Aloys

Ruzibiza Aloys and his Counsel Chuma Ndekezi, allege that Mount Meru made a mistake by not affiliating him to RSSB, which they find contrary to the provisions of article 6, paragraph 2, of Law n° 05/2015 of 30/03/2015 governing the organization of pension schemes;² which affected him when he had an accident without insurance, that for this reason the medical treatment and everything else he requests must be provided by Mount Meru as stipulated in Article 19 of Law n° 66/2018 of 30/08/2018 regulating labour in Rwanda³.

²Article 6, Paragraph 2 of Law n° 05/2015 of 30/03/2015 governing the organization of pension reads that the employer must have a newly hired employee registered within seven (7) working days from the date of employment. ³Article 19 of Law n° 66/2018 of 30/08/2018 regulating labour in Rwanda provides that an employee having an occupational accident or disease while the employer has not contributed for him/her in a social security body in Rwanda, receives from the employer compensation equivalent to the social benefits he/she would have

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They contend that the medical care afforded to Ruzibiza Aloys is governed by Article 22 of Law n° 06/2003 of 22/03/2003 modifying and completing the decree-law of August 22, 1974 concerning organization of social security. This provision stipulates that medical treatment for an employee who sustains an occupational accident shall include medical examinations, laboratory tests and analyses, treatment, radiological services, surgical interventions, orthopedic care and prosthetic devices, rehabilitation and physiotherapy, provision of medicines and dietary supplements, as well as transport expenses to and from hospital facilities. They submit that all these obligations must be borne by Mount Meru, since the latter had not registered him under the Rwanda Social Security Board (RSSB).

They explain that Ruzibiza Aloys' disability resulting from the accident is shown by the doctor's report from Kanombe Military Hospital dated 14/01/2021 which shows that the accident caused him permanent physical disability at the 92% level. They allege that after the accident, Ruzibiza Aloys asked for a Proforma invoice for the medical care, which was issued to him, but Mount Meru did not give him money for his medical care.

They pray the Court to order to Mount Meru to pay to him the following damages:

received from a social security body in Rwanda if the employer had contributed for him/her, including medical and related expenses.

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- 12,374,672 Frw for surgical intervention, based on the Proforma invoice dated 04/11/2021 by King Faysal Hospital (KFH); - 7,503,500 Frw for prosthetic devices, based on the Proforma invoice of 09/08/2021 by KIPHARMA Pharmacy; - 10,121,828 Frw for transport expenses, assistant, etc., making a total of 30,000,000 Frw.

Counsel Gilles Gakwaya, representing Mount Meru, submits in response to this claim that he questions the legal basis upon which the claimant derives the figure of 30,000,000 Frw sought, as it is unsupported by any statutory provision. He argues that the claimant relies on Article 19 of Law No. 66/2018 of 30/08/2018 regulating labour in Rwanda, which provides that where an employer fails to register an employee under social security, the employer must provide the employee with the benefits that would have been granted by the social security scheme had he been duly registered. He further refers to Article 22 of Law n° 06/2003 of 22/03/2003 modifying and completing the decree-law of August 22, 1974 concerning organization of social security, which provides that the calculation is conducted from the time the disability is recognized until the age of fifty-five (55), with only six (6) months in each year being taken into account. He underscores that the monthly benefits payable to the disabled person amount to thirty percent (30%) of his average wage. He therefore contends that, based on these provisions, it is impermissible for the claimant to

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make arbitrary calculations when the law has expressly established the proper method.

He submits that, pursuant to Article 25 of Law No. 05/2015 of 30/03/2015 governing the organization of the pension scheme, the benefits to which an employee is entitled ought to have been provided by RSSB, and must be computed from the time the disability of Ruzibiza Aloys was certified by a recognized medical practitioner until the attainment of sixty (60) years of age. Counsel for Mount Meru argues that, under this provision, the computation must be based on thirty percent (30%) of the employee's average monthly salary, multiplied by the six

(6) months referred to in the said Article, thereby yielding the precise total of the disability pension. He further stresses that the law neither prescribes a lump sum payment nor stipulates that such benefits are payable for the claimant's entire lifetime, but rather sets out a clear methodology and formula for computation.

In conclusion, he contends that nowhere in the provisions of law he previously cited is it envisaged that an employee should produce a proforma invoice for purposes of persuading the Court, particularly given that in earlier proceedings the claimant referred to a prosthesis proforma amounting to four million (4,000,000) Rwandan Francs, yet in his final submissions he now prays for seven million five hundred three thousand five hundred (7,503,500) Rwandan Francs. Counsel argues that this inconsistency demonstrates that the claimant is advancing claims that are not truthful, since the legal provisions relied upon explicitly provide that reimbursement is only

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effected for medical care already rendered to the employee and is paid directly to the medical institutions that provided the treatment. He further submits that one would reasonably question why Ruzibiza Aloys had, for such a long period, continued to receive funds he allegedly spent on medical care without impediment, only now to assert that he was never assisted with his treatment, which renders his claims devoid of merit. DETERMINATION OF THE COURT

[34] Article 19, paragraph 2, of Law n° 66/2018 of 30/08/2018 regulating labour in Rwanda as amended so far, provides that an employee having an occupational accident or disease while the employer has not contributed for him/her in a social security body in Rwanda, receives from the employer compensation equivalent to the social benefits he/she would have received from a social security body in Rwanda if the employer had contributed for him/her, including medical and related expenses.

Article 14 of Law n° 06/2003 of 22/03/2003 modifying and completing the decree-law of August 22, 1974 concerning organization of social security defines the components of medical care provided to victims of an occupational accident⁴.

⁴Article 14: Article 22 of Decree- Law of August 22, 1974 concerning organization of Social Security is modified and completed as follows: " Medical Care comprises the following:

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- a. medical assistance, surgical, dental as well as x-rays, laboratory examinations and analysis;
- b. supplying drugs pharmaceuticals products and accessories; c. treatment in approved hospital plus feeding. The Board of Directors fixes the amount of food allowances for victims hospitalized where food is not provided taking into consideration the average cost in several hospitals in the country;
- d. the supply, the up-keep and the renewal of prosthesis or orthopedics necessitated by infirmity which are recommended by an authorized Doctor and approved by the Social Security Fund's medical advisor as indispensable or of the nature that ameliorates the functional re -adaptation or professional re -education;
- e. the supply or the renewal of eyeglasses, frames will only be supplied by the Social Security Fund at the price of ordinary frames while glasses will be supplied at their price; f. functional re-adaptation and re-education of the victim;
- g. transport expenses of the victim from the place of accident to hospital and to his/her residence whenever the state of his /her health so requires.
- h. A part from emergency care provided by the employer, it is the Social Security Fund which is responsible for the victim's medical care. In this case, the Social Security Fund pays directly to the doctors, medical assistants, the suppliers of drugs or health centers, public or private, approved by medical authorities. i. The reimbursement of the money spent as in the

preceding section is based on the rates in current regulations. The transport expenses provided for in g. of paragraph one may be refunded to the victim on condition that he/she produces clear proof. j. If death occurs when the victim is on the way to or from the place of work, the Social Security Fund pays for expenses of transporting the body to the nearest hospital from his/her usual residence.

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[36] Regarding this case, both sides agree that Mount Meru did not comply with the provisions of Article 39, Paragraph 1, Subparagraph 6, of Law N° 66/2018 of 30/08/2018 mentioned above, which provides that an employer has the responsibility to affiliate and contribute for an employee to the social security organ in Rwanda on grounds that Ruzibiza Aloys sustained an accident, his employer did not register him with RSSB, while Ruzibiza Aloys' pay slip shows that social security contributions were deducted from his salary.

The case file shows that before the High Court, Ruzibiza Aloys requested to receive 30,000,000 Frw for medical care, which includes surgery amounting to 12,374,672 Frw as shown by Proforma Invoice number KFH/11/21/06 dated 4/11/2021 issued by King Faisal Hospital, and 7,503,500 Frw of the prosthetic devices accounted for by two "Proforma Invoices" dated 9/8/2021 issued by Kipharma Pharmacy, with 10,121,828 Frw, which includes travels for medical care, catering for an assistant of the victim, among others. The High Court did not grant him such claims on the basis that they are not provided for by law, holding that Mount Meru's obligation is limited to paying medical institutions for the services rendered to Ruzibiza Aloys, and not to remit money directly into his hands for him to use at his discretion, as such would be contrary to the law.

k. Where necessary and as confirmed by the Medical Committee, the victim can receive specialized medical treatment inside the country or abroad."

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The Court finds that, as established in other cases⁵ decided by this Court, if this interpretation of the law becomes a principle, a person with no means to afford medical care, would never get any support.

The Court finds that, as stated in other paragraphs of this case, some of the benefits that the law grants to the victim of an accident regarding medical care include medical examinations, laboratory tests and analyses, radiological services; the fact that Ruzibiza Aloys was given a proforma invoice entails that he was examined by doctors to assess the needs for his medical care.

⁵ In the judgment RCAA0202/07/CS rendered by the Supreme Court on 09/04/2009, in Nyetera Jean Baptiste v. CORAR, the Court examined a similar issue in this case and found that, regarding the treatment itself, it does not remove the obligation of the insurer to provide the victim of the accident with medical treatment, CORAR's arguments that the victim must pay for it and he will be paid later, he shows a paper for medical expenses, which is baseless, because to say that the

first paragraph of the above-mentioned article 13 could be interpreted like that, would be to understand that the victim of the accident who does not have the means to pay for medical expenses in advance cannot be covered by the insurer. Again, in the judgment RS/INJUST/RC00012/2022/SC rendered on 02/02/2024 in Mukakimenyi Marie Claire v. Sanlam Ag Plc, this Court found that one of the things Mukakimenyi Marie Claire requested at the beginning of the case was to confirm that the amount shown on the proforma invoice would be paid so that the operation ordered by the doctor could be carried out; orders Sanlam Ag Plc to do whatever is necessary within one month from the date of the judgment so that Mukakimenyi Marie Claire can be treated, otherwise it will pay her 5,265,000 Frw (it was on a proforma basis) so that she can pay her medical expenses.

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The case file shows that in a document dated 8/02/2021, Ruzibiza Aloys Ruzibiza Aloys requested that his dispute with Mount Meru be settled amicably, but no agreement was reached. The Court finds that, once Mount Meru had been notified of the medical needs required for Ruzibiza Aloys' treatment, its obligation was to take all necessary measures, acting in the capacity of a social security institution, to secure and facilitate the claimant's access to medical care.

The report made on Ruzibiza Aloys' health condition by Kanombe Military Hospital shows that he was seriously injured, the accident left him with permanent disability level of 85%, some of his body parts including legs, hips, knees and feet are not functioning properly so he needs clutches and other prosthetic devices which would help him walk. This report shows that if Ruzibiza Aloys were fully treated, he would not need someone to help him in his daily activities⁶.

Pursuant to article 19, paragraph 2, of the aforementioned Law N^o 66/2018, the Court finds that Ruzibiza Aloys must be treated at the cost of Mount Meru, failing which, it would pay the invoices shown above, which include the following: 12,374,672 Frw appearing on the proforma invoice number KFH/11/21/06 dated 4/11/2021 issued by King Faisal Hospital, and 7,503,500Frw of assistive devices shown by two Proforma invoices dated 9/8/2021 issued by Kipharma Pharmacy, totaling 19,878,172 Frw, these amounts are

⁶After final treatment, he will be autonomous and will not require a third person for help in his daily activities.

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paid to the aforementioned medical institutions in one month after this judgment is pronounced, failing which, Mount Meru should give that amount to Ruzibiza Aloys to allow him to get cover medical expenses by himself. C. The basis of the various damages requested by Ruzibiza Aloys

- i. Economic damages

Ruzibiza Aloys and his counsel submit that Article 18 of Presidential Order No. 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles provides that “Where permanent incapacity exceeds 30%, compensation for financial loss shall be granted according to the following rules: where the victim has a paid work, a calculated capital shall be granted according to net income, degree of incapacity and age.”

They state that, based on the judgment RS/INJUST/RC00013/2021/CA, Manirarora Jean de Dieu v. Rwanda Rudniki Ltd, rendered by the Court of Appeal on June 28, 2022, wherein Sanlam Ag Plc was requested to intervene as the insurer, in its paragraph 54, the Court awarded to Manirarora economic damages due to the occupational accident that deprived him of the income he used to receive, these damages were calculated based on 65 years of age because it is the retirement age (based on that case), they find that in this case the damages are calculated at the age of 65, Ruzibiza Aloys will receive the economic damages calculated at the

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interprofessional guaranteed minimum wage of 5,000 Frw per day, at the rate of permanent disability equal to 92%, because he had 4 years left to work, at the deposit rate of 7%, which he requests that they should be calculated as follows: $(5,000 \times 30 \times 12 \times 92\% \times 4 \text{ ans}) : 1 + (7\% \times 4) = 5,175,000$ Frw.

They conclude by stating that in the judgment subject to review on the grounds of injustice, the judge did not decide about this issue of the claim, and they find that the provisions of Article 10 of Law n° 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, providing that a judge may not decide more than he/she has been asked to, were disregarded and they request that those errors should be corrected.

Counsel Gilles Gakwaya representing Mount Meru contends that the calculation of the interprofessional guaranteed minimum wage on which relies the claimant, is used for a person injured in a road accident, according to the provisions of the law governing ordinary insurance, while the case of Ruzibiza Aloys is for work that does not refer to usual insurance. He alleges that based on what the social security law provides for in case of a person below 60 years of age, only the time left until that age should be counted. He concludes by stating that what Ruzibiza Aloys should be allocated is what he would have received from RSSB if he had been registered in that institution, which is calculated based on the formula mentioned in Article 22, paragraph 2, of Law N° 06/2003 of 22/03/2003

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amending and completing the Decree-Law of 22 August 1974 governing social security.
DETERMINATION OF THE CASE

In the case adjudicated by the High Court, Ruzibiza Aloys sought compensation for economic loss, grounding his claim on Presidential Order No 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles.

Article 19, paragraph 1, of Law N° 66/2018 of 30/08/2018 regulating labour in Rwanda as amended to date, provides that an employee who has an occupational accident or disease while his/her employer has contributed for him/ her in a social security body in Rwanda, he/she is entitled to compensation in accordance with laws governing social security in Rwanda. This means that the Presidential Order No 31/01 of 25/08/2003 mentioned above, which Ruzibiza Aloys wants to refer to cannot be used when considering this issue, so his claim for economic damages is groundless.

The Court further finds that it is unnecessary to examine the issue of permanent disability compensation sought by Ruzibiza Aloys, since it is equally based on the Presidential Order No 31/01 of 25/08/2003, which, as has already been clarified, is not of the same nature as the present case. ii. Moral damages

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Ruzibiza Aloys and his Counsel Chuma Ndekezi Claude state that he prayed the High Court to rely on the severe pain he suffered from the fracture caused by the accident, the fact that he did not receive medical care due to lack of financial means, to order his employer to pay him 9,100,000 Frw as damages; however, the judge did not decide about it in the judgment he rendered, and he disregarded the article 10 of Law N° 66/2018 of 30/08/2018 abovementioned. The request is based on the decisions made in the cases decided by the Court of Appeal⁷ wherein the parties were granted various moral damages for the incurred suffering, and they request that he should also be compensated because he was wronged.

Counsel Gilles Gakwaya, representing Mount Meru, pleading on this issue submits that all claimed damages arising from an accident, as already set out in the foregoing submissions, are granted in accordance with the provisions of social security laws, particularly where the claimant has opted for that procedure and seeks what would ordinarily have been provided by the Rwanda Social Security Board (RSSB). He further contends that the law provides that such damages are calculated at a rate of 30% of the average monthly salary; and that other forms of damages are only those expressly provided for under the Law governing labour, since this is a labour dispute, but

⁷ The judgment was rendered by the Court of Appeal in *Manirarora Jean de Dieu v. Rwanda Rudniki Ltd* (paragraphs 54 and 55), judgment RCAA00073/2018/CA rendered on 19/07/2019, in *Nyirabatesi Laurence v. King Faisal Hospital*, and judgment RCAA00008/2020/CA rendered on 25/06/2021, in *Ndizeye Alphonse v. Kibungo Medical Center*.

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may only be awarded upon proof of unlawful termination of employment contract. He concludes by stating that the claimant is confusing the damages awarded in different cases on the basis of their own facts and evidence, which are not applicable in the present matter, emphasizing that it is a well-established principle that the insurance subscription for a driver is optional, and therefore, the Court should find that the claimed damages are unfounded. DETERMINATION OF THE COURT

Since the beginning of this case, both parties agree that Mount Meru did not register Ruzibiza Aloys with RSSB; which means that what the law allocates to the person who had an accident should have been done by RSSB for Ruzibiza Aloys including covering his medical expenses, should fall under the responsibility of Mount Meru.

Ruzibiza Aloys requests moral damages based on the fact that he was abandoned by his employer after the accident, and he is not receiving medical care due to the lack of financial resources, and requests that Mount Meru should be ordered to pay to him moral damages amounting to 9,100,000 Frw because he finds that this Company failed to take care of him.

The medical report issued after the diagnosis of Ruzibiza Aloys indicates that the accident caused to him the permanent disability assessed at 85%. The case file further shows that he was examined and provided with

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medical prescriptions for surgery and for the acquisition of a prosthesis. Mount Meru did not take any action in this regard, notwithstanding its legal obligation to ensure his medical treatment as previously established. Consequently, since Ruzibiza Aloys sustained the accident in the course of his employment and his employer failed to provide him with the required medical care—causing his condition to deteriorate and leading him to pursue litigation—the Court finds Mount Meru liable to pay the damages. However, given that the amounts claimed by Ruzibiza Aloys are excessive, the Court, in its discretion, awards to him the damages amounting to 2,000,000 Frw. iii. The damages to be granted to the employee with total incapacity due to occupational accident

Ruzibiza Aloys and his Counsel state that the High Court ordered Mount Meru to give Ruzibiza Aloys 68,000 Frw per month of disability pension, instead of 11,550 Frw that was granted in the judgment that was appealed against, that they find that this decision against the method of calculating pensions for incapacity caused by occupational hazards; and that they do not even understand the basis for the allocation of that money. They continue to explain that Article 25 of Law N° 05/2015 of 30/03/2015 governing the organization of pension schemes provides that the method of calculating incapacity pensions is the same as that used to calculate the retirement pension. Article 16 of Law N° 06/2003 of 22/03/2003 modifying and completing the Decree-Law of August 22, 1974 regulating the social security in its

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paragraph 2, which provides that `` Where the total permanent incapacity of the victim is 100 per cent, he/she is entitled to a pension of 85 per cent of his /her average monthly remuneration.

They state that, since Mount Meru employed Ruzibiza Aloys and did not arrange for his social security contributions, and he had an accident that caused him various disabilities as seen in the medical reports, they request that Mount Meru should pay to him the amount of money: $150,000 \times 12 = 1,800,000$ Frw (his income per year); remaining working time before retirement age: $65 - 61 = 4$ years; meaning that the amount he would have received from Rwanda Social Security Board is: $1,800,000 \times 4 \times 85\% = 6,120,000$ Frw, which is the same amount that he would have been given by Rwanda Social Security Board if they had paid his contributions. They state that based on the information they provided, they find that this provision of law was the one that the High Court should have relied on while calculating the amount allocated to the employee with permanent incapacity due to an occupational accident.

They further submit that, at the appeal instance, the Court ordered to Mount Meru to pay to Ruzibiza Aloys a monthly allowance of 68,000 Frw. However, they question the duration of such payments since the judge did not specify it, which in their view contradicts Article 18 of Law N° 05/2015 of 30/03/2015 governing the organization of pension benefits. That provision stipulates that where an insured person reaches retirement age without having contributed for fifteen (15) years, he shall

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be entitled to a one-off lump sum payment. They argue that, based on this provision, and given that Ruzibiza Aloys is no longer an employee of Mount Meru, he should have been granted a lump sum payment instead of a life annuity of unspecified duration. Furthermore, they contend that ordering to Mount Meru to pay monthly disability benefits to Ruzibiza Aloys, who is no longer in its employment, may complicate enforcement of the judgment and expose him to further litigation—especially since four years have passed since the accident and Mount Meru has consistently refused to provide medical treatment. They therefore submit that, as in the precedent of *Manirarora Jean de Dieu v. Rwanda Rudniki Ltd*, where the Court awarded damages in a lump sum rather than monthly payments on the basis that the claimant was no longer employed by the respondent Company, the same approach should apply in the present case.

Counsel Gilles Gakwaya representing Mount Meru contends that if the claimant requests that something is to be determined by the above-mentioned law, relying on Article 19 of the Law regulating labour, whereby he requests that what the RSSB would allocate to him is what should be approved, and he should not use his own calculations that are not related with the law he himself presented. He states that the calculation of benefits for the disabled is done based on the provisions of Article 25 of Law N° 05/2015 of 30/03/2015 governing the organization of pension schemes, the calculation of what should be allocated to the disabled (Mode of computation) certified by a doctor according to article 24, 4° of that Law, it will be done in a period not

exceeding 60 years

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from the time the disability was certified and only 6 months of each year will be counted.

He goes on explaining that if the claimant had reached the age of 60, this does not change the fact that since the accident took place, the time passed will be calculated according to the law, counting for a period of 6 months of each year and using the method of article 22, paragraph 2, of Law N° 06/2003 of 22/03/2003 modifying and completing the Decree-Law of 22 August 1974 governing the social security of the above mentioned provisions.

It is submitted that, ordinarily, the contributions payable to the Rwanda Social Security Board (RSSB) are calculated as follows: the employee contributes 2.4%, the employer contributes 5.3%, and an additional 0.3% is paid for maternity cover. Considering that Ruzibiza Aloys earned a monthly salary of 150,000 Frw and had worked for one month—receiving three months' salary—the employer ought to have contributed 5.3% of his salary, equivalent to 7,386 Frw per month, while the employee himself would have contributed 4,599 Frw. The total monthly contribution would therefore amount to 11,985 Frw, which should properly be claimed from the employer.

He further submits that concerning the pay slip that Mount Meru was required to show to prove the salary Ruzibiza Aloys was receiving, explaining that the net salary was 150,000 Frw, the gross salary being 173,450.60 Frw, that the salary Ruzibiza Aloys was paid includes 3% of social security, 0.3% for maternity, 3% for

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maternity benefits , but he was not entitled to transport allowances nor accommodation allowance, that in calculating the damages, it should be based on gross salary amounting to 173,450.60 Frw.

Ruzibiza Aloys and his counsel allege that according to the pay slip issued by Mount Meru, the damages he requested were based on a net salary of 150,000 Frw, because he did not know anything more about his salary. He requests that in determining damages, the gross salary should be relied on because in order for him to claim that the compensation is calculated based on the net salary, he did not know his gross salary.

DETERMINATION OF THE COURT

Article 24, of Law N° 05/2015 of 30/03/2015 governing the organization of pension schemes provides that an insured who becomes disabled before reaching retirement age shall have the right to disability benefits if he/she fulfils the following conditions: 1° to have contributed for at least three (3) years; 2° to have contributed up to six (6) months within a period of twelve

(12) months before the date on which his/her disability is certified by a medical doctor.

With regard to disability pension benefits, the case file shows that Ruzibiza Aloys sustained the accident before completing one full month of employment. Article

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19, paragraph 2, of Law N° 66/2018 of 30/08/2018 regulating labour in Rwanda as amended to date, provides that an employee having an occupational accident or disease while the employer has not contributed for him/her in a social security body in Rwanda, receives from the employer compensation equivalent to the social benefits he/she would have received from a social security body in Rwanda if the employer had contributed for him/her, including medical and related expenses. This article states that what Ruzibiza Aloys should receive in relation to the disability pension, should in fact be given by Mount Meru (the employer) because it did not contribute for him in the social security board.

The Court finds, however, that even if the employer had contributed for Ruzibiza Aloys in accordance with the Law, the damages related to the disability pension would not have been received based on Article 24 of Law No 05/2015 of 30/03/2015 mentioned above because the accident that caused his disability happened before he completed three (3) years of employment as provided for by the Law. The Court finds that it is not necessary to embark on calculating the damages related to the disability pension that Ruzibiza Aloys is requesting while he is not among those entitled to such benefits.

The Court finds that the damages to be awarded to Ruzibiza Aloys relates instead to the loss of salary resulting from the accident (permanent disability pension). Pursuant to Article 16 of Law N° 06/2003 of 22/03/2003 modifying and completing the Decree-Law of

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August 22, 1974 concerning organization of social security, the damages must be calculated as follows: $(173,450.60 \text{ Frw} \times 85\%) \times 85\% \times 51$ (i.e., the number of months counted from the last salary received until retirement age) = 6,391,220 Frw. iv. Whether Ruzibiza Aloys needs another person to assist him

Ruzibiza Aloys and his Counsel Chuma Ndekezi Claude allege that, based on article 26, paragraph 5, of Law N° 05/2015 of 30/03/2015 governing the organization of pension schemes which provides that " where the member receiving disability pension benefits requires constant assistance from another person to be able to perform everyday tasks, he/she shall be given an increase of forty percent (40%) of disability benefits he/she is entitled to. "; they find that Ruzibiza Aloys, due to the disability caused by the accident, must be assisted in a permanent way to be able to perform everyday tasks.

They further submit that, as indicated in the report of the expert appointed by the Court, the degree of disability of Ruzibiza Aloys stands at 85%. The report also shows that had he received proper and timely medical treatment, he could have recovered and remained autonomous (not requiring permanent assistance). Considering the length of time, he has lived with this disability while relying on the assistance of friends and relatives, they find that the amount he claimed for the costs of an assistant should be granted.

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In conclusion, they state that before the High Council, Ruzibiza Aloys requested compensation for the costs of an assistant calculated as follows: 6,120,000 Frw (annuity for permanent disability) $\times$ 40% = 2,448,000 Frw. They argue that he also produced supporting evidence for this claim. However, the judgment rendered by the trial judge did not address this issue at all, thereby failing to comply with Article 10 of Law N° 22/2018 of 29/04/2018 relating to the civil, commercial, labor and administrative procedure, which requires the judge to render a decision on each and every claim submitted and only on those claims.

The lawyer of Mount Meru states that the medical report shows that Ruzibiza Aloys does not need any other person to assist him, that the report shows that the remaining disability has decreased from 92% to 85%, and he asks the Court to rely on it while making a decision. DETERMINATION OF THE COURT

The Court finds that, according to the case file, the medical doctor, (Dr. Hope J.M.V), appointed by the Court in the pretrial conference to confirm whether Ruzibiza Aloys needs another person to assist him in his everyday works, submitted a report on 17/12/2024 stating that after his final treatment, he will be autonomous and will not require a third person for help in his daily activities.

The Court finds that, based on the medical report and the decision in this case that Ruzibiza Aloys has to be

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treated, he must not be awarded the money to pay the third person to assist him because the doctor who examined him confirmed that after treatment, he will no longer need such an assistant.

v. Whether Ruzibiza Aloys should be granted travel expenses spent for medical treatment

Ruzibiza Aloys states that he requests travel expenses for medical treatment and other expenses for his illness amounting to 10,121,828 Frw, based on the fact that Mount Meru abandoned him and did not look after him during his illness period.

The lawyer of Mount Meru states that Ruzibiza Aloys cannot be granted travel fees he requests because he did not provide any evidence to support his request. DETERMINATION OF THE COURT

Article 14 of Law N° 06/2003 of 22/03/2003 modifying and completing the Decree-Law of August 22, 1974 concerning organization of social security, provides that among the components of medical care for an employee who had an occupational accident includes transport expenses of the victim from the place of accident to hospital and to his/her residence.

The Court finds that the travel expenses and other related expenses that Ruzibiza Aloys claims are appropriate, but 10,121,828 Frw he requests is excessive

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because he failed to justify how he used such an amount; consequently, based on the elapsed period of time (about five years) and the level of his disability incurred (85%), and also based on the provisions of the law indicated above, at the Court's discretion, he is granted 500,000 Frw. D. Determining the basis of the counsel and procedural fees requested by the parties

Counsel Chuma Ndekezi Claude representing Ruzibiza Aloys alleges that the High Court ordered to Mount Meru to give to Ruzibiza Aloys 700,000 Frw for counsel fee (which was determined in the judgment under appeal), and it is not clear how it awarded him the counsel fee that was determined at the first level and yet, confirmed that his appeal has merit. He also states that this amount awarded is insufficient compared to the fact that Ruzibiza Aloys and his counsel agreed to an award of 5,000,000 Frw from process stepping from the agreement between the employee and the employer before the labor inspection, as well as to represent him in the Court at the first instance as shown in the lawyer-client agreement they entered into which was submitted to the Court.

He further submits that Article 23 of the Regulation n° 01/2014 fixing the scale of fees for Advocates provides that an advocate for the claimant who prepared the case file and written submissions may claim a basic fee ranging from 500,000 Frw to 5,000,000 Frw. This fee may be increased where debts are recovered by the advocate or his representative, in which case an additional fee is calculated in accordance with the

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percentage prescribed under Part II of Article 23. Therefore, based on this provision, there is no indication that the above-mentioned agreement contravenes the law. He contends that, given the procedural stage reached in the present case, Ruzibiza Aloys should be awarded advocate's fees in the amount of 1,000,000 Frw at the level of the High Court, 1,000,000 Frw at the level of the Court of Appeal, and 1,000,000 Frw at the level of the Supreme Court, in addition to the 5,000,000 Frw previously claimed, the total is 8,000,000 Frw.

Regarding the procedural fee, Counsel Chuma Ndekezi Claude alleges that Ruzibiza Aloys had requested the Court to order Mount Meru to pay to him 1,000,000 Frw, but the Court awarded him only 100,000 Frw at the level of the High Court. He states that he finds this amount to be less than the amount he spent from the amicable settlement agreement between him and the employer, at the level of the Labor Inspection, in the case hearing before the High Court and the Supreme Court; especially since at all these levels it has been confirmed that his claim had merit. Therefore, he requests that the procedural fees he requested equal to 1,000,000 Frw should be granted especially with the addition of the review of the judgment on the grounds of injustice in the Court of Appeal and during the case hearing before the Supreme Court. He concludes by requesting to the Court to order Mount Meru to refund Ruzibiza Aloys the court fees deposited to file the case at the first level and at appeal level amounting to 60,000 Frw.

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Counsel Gilles Gakwaya, representing Mount Meru, submits in defence on this point that the Courts had already awarded to the claimant certain counsel fees as well as procedural costs. He therefore contends that, since the claimant chose to persist in litigation, he must personally bear the additional expenses thereby incurred. DETERMINATION OF THE COURT

The Court finds that the counsel and procedural fees requested by Aloys should not be granted because he partially lost the case. III. DECISION OF THE COURT

Holds that the application filed by Ruzibiza Aloys seeking review of the

judgment

RSOCA00117/2022/HC/KIG rendered by the High Court of Kigali on 14/07/2023 on grounds of being vitiated by injustice, has merit in part ;

Holds that the

judgment

RSOCA00117/2022/HC/KIG rendered by the High Court of Kigali on 14/07/2023 is hereby partially reversed ;

Orders to Mount Meru Logistics Rwanda Ltd to pay to Ruzibiza Aloys 1,040,703 Frw as damages for unlawful dismissal.

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Orders to Mount Meru to take all necessary measures, within one month from the date of the judgment pronouncement, to ensure that Ruzibiza Aloys receives medical treatment ; otherwise, Mount Meru shall pay to him the sum of 19,878,172 Frw to enable him to undergo the treatment at his own initiative ;

Orders to Mount Meru to refund to Ruzibiza Aloys 500,000 Frw which he used for his travels for medical care;

Orders to Mount Meru to pay to Ruzibiza Aloys 6,391,220 Frw as damages for the loss of salary resulting from the accident;

Orders to Mount Meru Logistics Rwanda Ltd to pay to Ruzibiza Aloys 2,000,000 Frw as moral damages.

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