

RWANDA / JUDGMENT

SONARWA LIFE ASSURANCE COMPANY LTD v RUGINA

RLR V. 1- 2023

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SONARWA LIFE ASSURANCE COMPANY LTD v RUGINA [Rwanda SUPREME COURT - RS/INJUST/RSOC 00001/2022/SC (Cyanzayire, P. J., Nyirinkwaya and Karimunda, J.) July 08, 2022] Labour law – Salary of an employee – Equality of employees in relation to salary – Employees who perform the same work, with equal skills, experience and ability must be equally paid, otherwise there is discrimination. – An employee with equal skills, experience and ability with his or her colleagues, but who is not equally paid as those at the same level, has the right to claim for being paid the same salary as of his/her colleagues or to ask for a fair salary. Labour law – Salary of an employee – Equality of employees in relation to salary – Upon approval by the Court in its discretion, employees at the same level may be paid different salaries when the employer objectively manages to prove to the Court that the employees who are paid a higher salary have special and particular skills that are useful for their work. Labour law – Salary of an employee – Equality of employees in relation to salary – Bonus – Although there is nothing preventing an employer from awarding bonus to some employees, if such bonus has been added to the wages, it

becomes mandatory for all workers in the same situation. The prescription time limit is counted as of the date on which the worker was to be paid the salary, and it shall cease where the employer has computed all the salaries, has agreed with the worker that the salaries are the debt, where the worker's case is pending before the court or where the labour inspectorate requested to settle the dispute has not yet given its conclusions. Labour law – Salary of an employee – Prescription of salary payment – Prescription of salary payment is counted as prescription of other personal rights or other property rights. Its calculation starts from the time when the right owner knew or could have known the reason for the pursuit. Review due to injustice procedure – Grounds that have been reinstated yet they have not been appealed – Any party entitled to ordinary and extraordinary remedies but that fails to assert his/her right within the time limit provided by law, is considered as having deprived him/herself of the procedure of appeal which would make his/her criticisms being corrected in the appeal – He/she is not allowed to apply for review of a case he/she lost because of injustice. Facts: Rugina worked for SONARWA Assurance Company Ltd as Data Management Officer and was later promoted to Head of Department but was not paid for that position. He then requested his employer to pay him the salary for the new position, but instead, he received a dismissal letter. He then appealed to the Labour Inspector who mediated both parties, and it was held that they were suspended due to financial reasons, that therefore such dismissal was lawful. He later submitted a claim to the Intermediate Court of Nyarugenge which examined the issue and found that he was illegally fired and the same Court awarded to him damages. SONARWA Life Assurance Company Ltd appealed to the High Court alleging that by the time Rugina was appointed as Head of Department, his previous position and salary were unchanged and that the previous Court relied on no evidence in awarding to him damages. The High Court found that Rugina was illegally dismissed because the Labour Inspector was informed about of his dismissal after he was fired, and accordingly awarded to him various damages. SONARWA Life Assurance Company Ltd appealed to the Court of Appeal stating that Rugina's complaints were not first submitted to the workers' representatives and that there were certain grounds of his claim that he

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filed as a complaint which were not part of what he had presented to the Labour Inspector. The Court found that the appeal was groundless because in the previous cases, such objection was not raised and therefore awarded damages to Rugina. This prompted SONARWA Life Assurance Company Ltd to apply for review due to injustice and the Supreme Court reviewed the judgment. In this instant case, the Court examined the basic salary to rely on while calculating the requested damages and to determine when runs the prescription time limit of the salary. SONARWA argues that the fact that an employee was promoted does not mean that his/her salary had to necessarily increase, and that it is not a principle that employees at the same level are equally paid, especially since he was informed and admitted that his salary will not increase, except for transport allowances only. The respondent claims that the fact that he was promoted to Branch Manager and given the responsibility of monitoring other branches, but continued to be paid the salary he was given before being promoted, is against the law. The applicant for

review also claims that the Court, without ground, refused to hold that on 12/04/2017, the salaries paid before 11/04/2015, the time when Rugina Jason was dismissed, had reached their prescription time limit, since the two-year period provided by the law has elapsed. On the issue of prescription time limit of salary, the respondent states that since 02/12/2013, he and other Branch Managers wrote to the employer, requesting to be paid for the new position, and reminded again this issue on 26/06/2014 and 20/09/2015, after waiting in vain for the reply, they submitted the issue to the Labour Inspector, who found that two years had never elapsed without claiming his salary, the reason why he is requesting this instant Court to hold that this issue is unfounded. Held: 1. Employees performing the same work, with equal skills, experience and ability should be equally paid, otherwise there is discrimination. An employee with equal skills, experience and ability to his or her colleagues, but who is not equally paid as those at the same level, has the right to claim for being paid the same salary as of his/her colleagues or to ask for a fair salary.

2. Although there is nothing precluding an employer from awarding bonus to some employees, if such bonus is added to the wages, it becomes mandatory for all workers in the same situation. Upon approval by the Court in its discretion, employees at the same level may be paid different salaries when the employer objectively manages to prove to the Court that the employees who are paid a higher salary have special and particular skills that are useful for their work.
3. The prescription time limit is counted as of the date on which the worker was to be paid the salary, and it shall cease where the employer has computed all the salaries, has agreed with the worker that the salaries are the debt, where the worker's case is pending before the court or where the labour inspectorate requested to settle the dispute has not yet given its conclusions.
4. Prescription of salary payment is counted as prescription of other personal rights or other property rights. Its calculation starts from the time when the right owner knew or could have known the reason for the pursuit.
5. Article 55, the last paragraph and Article 63 of Law n0 30/2018 of 02/06/2018 determining jurisdiction of courts together denote that any party entitled to ordinary and extraordinary remedies but that fails to assert his/her right within the time limit provided by law, is considered as having deprived him/herself of the procedure of appeal which would make his/her criticisms being

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corrected in the appeal – He/she is not allowed to apply for review of a judgment due to injustice, disregarding that there are other cases that have been pronounced, for requesting the review due to injustice of the grounds for which he/she did not voluntarily lodge appeal, because such procedure would be contrary to the provisions of the law. Application for review due to injustice is unfounded. Statutes and statutory instruments referred to: Constitution of the Republic of

Rwanda of 2003 revised in 2015, article 30; Law n° 22/2018 of 29/04/2018 relating to civil, commercial, labour and administrative procedure, article 111; Law n° 30/2018 of 02/06/2018 determining the jurisdiction of courts, article 55, 63. Statutes and statutory instruments which are no longer into force referred to: Law n° 13/2009 of 27/05/2009 regulating labour in Rwanda, article 83.

Cases referred to: Ngizweninshuti v. Muhima, RS/INJUST/RC 00024/2018/SC rendered by the Supreme Court on 21/02/2020; Nditiribambe et al. v. Nyamwasa Faustin, RS/INJUST/RC 00007/2018/SC rendered by the Supreme Court on 13/03/2020; Mukamana et al v. Umuhoza, RCOM RS/ INJUST/ RC 00004/2019/SC rendered by the Supreme Court on 28/07/2020; Cour de Cassation, Chambre sociale, n° 07-42-107, 16 décembre 2008, Bull Civ, V. n° 250 Authors cited: Fanie Van Jaarsveld and Stefan Van Eck, Principles of Labour Law, Durban, Butterworths, 2002, p. 78; Nsengiyuma Métusera, Droit social, Manuel de droit Rwandais, 1993, p. 79; Françoise Favennec-Hery et Pierre-Yves Verkindt, Droit du Travail, Paris, LDGJ, 2020, p.661.

Judgment

I. BACKGROUND OF THE CASE [1] This case started in the Intermediate Court of Nyarugenge, Rugina Jason arguing that before SONARWA S.A was split into SONARWA Holdings Ltd, SONARWA General Insurance Company Ltd and SONARWA Life Assurance Company Ltd, he worked for it since 01/08/2008. He adds that as a result of these changes, the employees of SONARWA S.A. were included in the new companies that had just been formed, and on 15/11/2011, he was given an indefinite-term contract, and was appointed as Data Management Officer at SONARWA Life Assurance Company Ltd, and on 14/11/2013, he was appointed as Branch Manager of Huye Branch, and he was

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assigned to supervise Rusizi Branch, and he was informed that his previous salary and level did not change, however, he was given the monthly transport allowances amounting to 200,000 Frw. Rugina Jason stated that he and his workmates who were also promoted did not receive a salary commensurate with their current level, and hence wrote to the employer for payment of arrears of salaries, they were informed that the matter would be examined, and surprisingly on 12/04/2017 instead of receiving a response, they were dismissed from job. [2] Rugina Jason submitted the matter to the Labour Inspector, and SONARWA Life Assurance Company Ltd submitted that Rugina Jason was dismissed due to financial reasons that led the Company to carry out reforms in the job positions and that there were no arrears of salary owed to him. After the disagreement, Rugina Jason lodged the case to the Intermediate Court of Nyarugenge claiming that he was illegally dismissed from his job, requesting to receive the salary that he claimed that was not given to him when he was an employee and also to be awarded the procedural fee. [3] In the judgment n0 RSOC 00331/2018/TGI/NYGE rendered on 20/09/2019, the Intermediate Court of Nyarugenge found that Rugina Jason's claim had merit in part, it decided that Rugina Jason was illegally dismissed from job, ordered to SONARWA Life Assurance

Company Ltd to award to him 80,431,900 Frw for various damages, as well as to pay to him social security contributions based on the actual salary of the Branch Manager. The Court based these decisions on the fact that: - After the dismissal of Rugina Jason from job, the employer informed the Labour Inspector, which means that he was dismissed in violation of the provisions of article 34 of Law n0 13/2009 of 27/05/2009 regulating labour into force at that time;1 - Rugina Jason was dismissed from the position of Branch Manager, he should have been paid a salary of 1,999,252 Frw, and should also be credited with the difference of the 42 months' salary that was not given and also the notice, termination benefits, leave allowances and social security contributions that were not paid ; - The catering allowance and that of the mutual aid fund requested by Rugina Jason should not be awarded to him because he did not provide justification for them. [4] SONARWA Life Assurance Company Ltd appealed to the High Court stating that when Rugina Jason was appointed as Branch Manager, his level and salary were not changed, the previous Court decided that he should have been paid the amount of 1,999,252 Frw, which is the basis for calculating the difference of the salary he was not given, the notice and the termination benefits without providing evidence and it awarded to him the moral damages which he did not claim and that were not provided for by the law. [5] In the judgment RSOCA 00257/2019/HC/KIG rendered on 28/05/2020, the High Court found that Rugina Jason was illegally fired because the Labour Inspector was notified of his dismissal after he was already dismissed. It also found that the transport allowances, accommodation allowances, catering allowances and the money of the mutual aid fund that

1 That article provided that “The employer may proceed to dismiss individual or collective worker(s) due to economic reason, internal reorganization or consecutive restructuring for economic difficulties or technological transfers with the aim of protecting the competitiveness of the enterprise. In such a case the dismissal ranking shall be done in accordance with the performance, professional qualification, time spent in the enterprise and social charges of each worker. The employer informs the competent labour inspector in a written form”.

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Rugina Jason requested in the incidental appeal cannot be awarded to him because he does not provide elements of evidence for them and the medical expenses in King Faisal Hospital, and the relocation fees as well as the balance of salary during the 16 months which he would not have been given should not be firstly examined in the appeal, it also found that Rugina Jason should not be awarded the interest equal to 18% of all damages decided by the Court as he requested, because he is not a businessman and he does not prove the legal basis for that claim, it decided that the appeal of SONARWA Life Assurance Company Ltd has merit in part, it decided that, apart from the 1,000,000 Frw of moral damages awarded pursuant to article 258 of the Third Book of the Civil Code to be deducted from the damages, the judgment under appeal is sustained. [6] SONARWA Life Assurance Company Ltd appealed to the Court of Appeal alleging that the complaints of Rugina Jason were not submitted to the workers representatives in the Company as stipulated in article 140 of Law n0 13/2009 of 27 /05/2009 that regulated labour in Rwanda2, Rugina Jason had submitted eight complaints to the Labour Inspector, at the level of the

Intermediate Court, he added 11 claims, and those new claims would not be admitted, the Intermediate Court would not rely its decision on the court submissions that Rugina Jason provided on 08/05/2019, after the pre-trial conference without being required to deposit another court fee, the claims related to the balance of the termination benefits, the notice allowances and the social security contributions not paid for him should not be admitted because they were not submitted to the Labour Inspector, in general, SONARWA Life Assurance Company Ltd could not be held responsible for the damages because the claims based on for their determination were prescribed, it requested that due to those flaws, therefore, the judgment RSOC 00331/2018/TGI/NYGE rendered by the Intermediate Court of Nyarugenge and the judgment RSOCA 00257/2019/HC/KIG rendered by the High Court should be quashed. [7] In his defense, Rugina Jason stated that he resorted to the courts after trying to amicably settle the issue. He explained that on 16/09/2016, he wrote to the Chairperson of the Board of Directors claiming a salary commensurate with his actual level, the Chairperson requested to the Director General of SONARWA Life Assurance Company Ltd to settle the issue, after realizing that nothing was done, he appealed to the workers representatives in the Company but in vain, he then resorted to the Labour Inspector who advised him to file the claim before the courts. He sustained that the previous courts did not disregard the provisions of article 140 of Law n0 13/2009 of 27/05/2009 regulating labour in Rwanda, they did not upload the submissions after the pre-trial conference in the Intermediate Court of Nyarugenge, instead, they explained in details the submissions they had submitted at the time of lodging the claim, and he notes that SONARWA Life Assurance Company Ltd should not be allowed to present for the first time in the appeal the flaws it did not present in the previous courts, especially they are not of public order. [8] In the judgment RSOCAA 00007/2020/CA rendered on 29/10/2021, the Court of Appeal found that the appeal of SONARWA Life Assurance Company Ltd and the cross appeal of Rugina Jason were groundless, it ordered to SONARWA Life Assurance Company Ltd to pay to Rugina Jason 41,777,748 Frw of damages, 3,000,000 Frw of counsel's fee and 50,000 Frw of court fee in

2 That article provided that “Should there be any individual labour dispute between a worker and an employer; the concerned party shall request the workers’ delegate to settle it amicably. Where the workers’ delegates fail to settle the dispute, the concerned party shall refer the matter to the Labour Inspector for an out of court settlement. When conciliation efforts fail, the dispute may be taken before the competent court. When all the steps referred to above have not gone through, the court may declare the claim inadmissible.”

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the High Court, and to pay for him the balance of social security contributions based on gross salary equal to 1,999,252 Frw per month. The Court based these decisions on the following

reasons:

- i. The fact that in the previous courts, SONARWA Life Assurance Company Ltd did not raise the objection on the issue related to the fact that Rugina Jason did not submit his case to the workers' representative in the Company and it did not prove that such objection was of public order so that even the Court on its initiative, could have raised it, such objection cannot be admitted for the first examination in the second appeal; ii. The fact that SONARWA Life Assurance Company Ltd pleaded on all the claims against it means that in the second appeal it did not state that those claims should not be admitted or requested that the decisions made on the claims on which it pleaded be invalidated and it did not prove that the objection it raises is of public order so that the Court, on its initiative, could have raised it; iii. The fact that SONARWA Life Assurance Company Ltd agreed to plead on the submissions filed after the pre-trial conference and on the claims allegedly lodged for the first time in those submissions, it cannot request that after the decision of the court those decisions could not be admitted or request that the judgment be quashed; iv. The fact that the issue of illegal dismissal should not be examined in the appeal because SONARWA Life Assurance Company Ltd did not lodge appeal against it indicates that it was satisfied with the decision made by the courts on the issue; v. The fact that there was no prescription of salary because Rugina Jason never exceeded more than two years without claiming his salary, the claim of SONARWA Life Assurance Company Ltd that the salary of the Branch Manager should be counted for 24 months instead of 42 is baseless; vi. The fact that the Employee's Handbook of 2015 does not provide the right applicable law to be considered in determination of the level Rugina Jason had been occupying because he was appointed to the position of Branch Manager on 14/11/2013 at the time, such Employee's Handbook did not exist; vii. The amount of 1,999,252 Frw was basis for calculation of various damages in the judgment under appeal as a gross salary, therefore it is unfounded because it is contrary to the position set by the Supreme Court in the judgment RS/INJUST/RSOC/2019/SC against Niwemugeni Jeannette and KCB Bank Rwanda Ltd, which states that a retired employee is not compensated based on the gross salary, but on the net salary after deducting income taxes and social security contributions ; viii. The fact that SONARWA Life Assurance Company Ltd. should pay for Rugina Jason the balance of the social security contributions that it did not pay computed on a gross salary equal to 1,999,252 Frw per month, instead of 514,581 Frw per month; ix. The fact that Rugina Jason did not provide elements of evidence to justify that he should have been paid for 100% of the medical expenses, and therefore he should

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not be entitled to it; and in terms of accommodation, transport and communication allowances, he is not entitled to them because he failed to prove that he claimed for them and did not receive them. x. The fact that SONARWA Life Assurance Company Ltd should not be held accountable for contributions made to the mutual aid fund, as this is a statutory body with separate management. [9] SONARWA Life Assurance Company Ltd wrote to the President of the Supreme Court

requesting that the judgment RSOCAA 00007/2020/CA rendered by the Court of Appeal on 29/10/2021, be reviewed on grounds of injustice. In his decision n0 008/CJ/2022 of 06/01/2022, the President of the Supreme Court held that the application should be sent to the Registry of the Supreme Court for retrial. [10] The hearing was heard in public on 24/05/2022, SONARWA Life Assurance Company Ltd represented by Counsel Abijuru Emmanuel together with Counsel Basominger Alberto while Rugina Jason was represented by Counsel Rwagitare Fred Fiston. II. ANALYSIS OF LEGAL ISSUES II.1. Determination of the basic salary on which to rely in calculation of claimed damages [11] Counsel Abijuru Emmanuel and Counsel Basominger Alberto, representing SONARWA Life Assurance Company Ltd, argue that the Company was established in 2012, and the employees continued to be paid in accordance with their level of salaries in SONARWA S.A. until 2016 based on the principle that the position and salary of the employee should not be reduced. They submit that even if the document showing the institutional structure is not signed, it is the one that is enforced. With regard to salaries, they find that it should not be based on the 2005 regulations, rather on the Employee's Handbook and other various decisions made by the employer. They argue that the fact that the Employee's Handbook of 2015 indicates that it keeps on the existing Internal rules and regulations of 2005 is a mistake and that the Court of Appeal should not have based its decision on the Internal rules and regulations of 2005 since it led the Court to award to Rugina Jason a salary based on his wishes, it interfered with the functioning of private companies so that if the decision it took is maintained would prejudice the employers and the development in general. [12] They submit that, according to the letter dated 14/05/2013 addressed to Kanyamahoro Kazungu Deus who was in the same position as Rugina Jason, in 2013, the Branch Manager was paid a gross salary equal to 1,035,590 Frw, and the basic salary was 715,550 Frw. They also argue that the Court of Appeal confused the issues, where it stated that Ntwari Alphonse was an employee of SONARWA S.A. because he was Head of Service in that Company, then he was deployed to SONARWA Life Assurance Company Ltd as Head of Unit, and then he was promoted to the level of Head of Department, so he never became Branch Manager in SONARWA Life Assurance Company Ltd, which means that it is not appropriate that the salary equal to 1,999,252 Frw paid to Ntwari Alphonse as Head of Department be considered as the one that Rugina Jason, who was at the level of Officer I, should have been paid, a level which was very low, at the third level from the position Ntwari Alphonse was occupying.

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[13] They state that the fact that Rugina Jason was promoted does not necessarily mean that his salary would be increased, and it is not a principle that employees at the same level are equally paid, especially that Rugina Jason was informed that his salary will not change, he only agreed on an increase in transport allowances. They motivate that SONARWA Life Assurance Company Ltd did not have branches in the provinces until 2013, all branch managers have not claimed for salaries allegedly not paid, instead, they requested for a salary increase, so the fact that all these were disregarded causes injustice. [14] Rugina Jason and Counsel Rwagitare Fred assisting him, state that there is no injustice in the judgment

rendered by the Court of Appeal. They explain that the Internal rules and regulations of 2005 continued to be used until 2015, because even in the Preamble of the Employee's Handbook, it is stated that "This Handbook of Policies and Regulations Governing Employees repeals and replaces the Handbook of Regulations Governing employees which was adopted in January 2005." They aver that SONARWA Life Assurance Company Ltd failed to provide other laws that were into force between 2011 and 2015, the Employee's Handbook adopted by the Board of Directors, and that the Court would not base on the laws adopted in 2015 while the issue occurred in 2013. [15] They state that the fact that Rugina Jason was promoted to the level of Branch Manager of Huye Branch, and was responsible for supervising the branches of Nyamagabe, Rusizi and Nyamasheke but he continued to be paid the salary he was paid before being promoted, constitutes a violation of article 10 (10) of the Internal rules and regulations which stipulates that "Employees are paid according to the salary level commensurate with the work they do." They explain that the Court of Appeal did not confuse the issues because SONARWA S.A. was split into three companies including SONARWA Life Assurance Company Ltd, all of which continued to be governed by the 2005 Internal rules and regulations, and the employees of those companies remained on the levels where they were before the reforms, so they should have continued to be equally treated. They state that the Court of Appeal determined the damages based on the provisions of article 21 of the Internal rules and regulations stating that the Head of Service is on the same level with the Branch Manager, so what was done was not to support the requests of Rugina Jason but to correct the functioning of SONARWA Life Assurance Company Ltd which was unlawful. [16] They argue that the fact that the Court held that Rugina Jason should be paid for the position on which SONARWA Life Assurance Company Ltd admits to have appointed him, is not to interfere with the responsibilities of the employers, but rather to correct the errors so that other employers do not apply the same to their employees. They explain that the right to equal pay for workers who do the same job is provided under article 30 of the Constitution, and that this concurs with the position adopted by the Court of Appeal in the case of Muberangabo Titien v. SONARWA Holdings Ltd, where it ruled that the employee who is promoted must be paid the same as his/her colleagues on that level³. On this point, they state that the salary equal to 715,550 Frw that SONARWA Life Assurance Company Ltd states that the Branch Manager was paid is not true because that was the basic salary, while the total salary of the Branch Manager was 1,999,252 Frw according to the pay roll of Ntwari Alphonse.

³ See judgment RSOCAA 00005/2018/CA rendered by the Court of Appeal on 08/3/2019.

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[17] They conclude by stating that the organisational structure that SONARWA Life Assurance Company Ltd is using during the trial seeking to prove that Rugina Jason was at a different level from that of Ntwari Alphonse is an evidence available after 2015, unsigned, forged by the employer for the reasons of the case and it has not been contested since the beginning of the case because it was filed in the Court of Appeal, therefore, such document is worthless.

They further argue that the problem of Rugina Jason is not unique to him as SONARWA Life Assurance Company Ltd wants to prove, but that it is shared with other employees who were also Branch Managers, who sued the employer and won, the lawsuits were prevented from advancing due to the fact that the damages awarded would have made those cases not to fall under the jurisdiction of the Court of Appeal. DETERMINATION OF THE COURT [18] Article 30 of the 2003 Constitution of the Republic of Rwanda revised in 2015, provides that “All individuals, without any form of discrimination, have the right to equal pay for equal work”. [19] Regarding to the way in which this principle should be enforced, Legal Scholars Fanie Van Jaarsveld and Stefan Van Eck state that workers who carry out the same work, with equal skills, experience and ability should be equally paid, otherwise there will be discrimination.⁴ On the other hand, Nsengiyumva Métusera states that an employee with equal skills, experience and ability to his or her colleagues, but who is not equally paid as those at the same level, has the right to claim for being paid the same salary as of his or her colleagues or to ask for a fair salary, that although there is nothing that prevents the employer from awarding bonus to some employees, when such bonus is added to the wages, it is paid to all employees.⁵ [20] This position is also upheld by the courts of other countries, such as the Court of Cassation in France that found that an employee hired by a company called Fauchon as a Commercial Assistant on 01/02/2000, then on 01/10 /2000, she was promoted to the Head of Export Area, then on 25/05/2004, she was dismissed due to gross misconduct, but since she was promoted she has not been paid the same salary as her colleagues in the same position, that she should be given the balance of all unpaid salaries. The same Court also found that, upon approval by the Court in its discretion, employees at the same level may be paid different salaries when the employer objectively manages to prove to the Court that the employees who are paid a higher salary have special and particular skills that are useful for their work.⁶

⁴ “The fact that an employer pays an employee more than other employees does not amount to discrimination. Pay differentials may be justified in law and in practice by the fact that employees have different levels of qualifications, experience, skills, competence, expertise and so on. I will only be regarded as discrimination when two similarly circumstanced employees are treated differently.”, Fanie Van Jaarsveld na Stefan Van Eck, Principles of Labour Law, Durban, Butterworths, 2002, p. 78. ⁵ “Rien n’empêche à l’employeur d’accorder discrétionnairement des avantages matériels à titre de libéralités à certains travailleurs et de les refuser à d’autres. Néanmoins, dès que ces avantages ont acquis le caractère de salaire, ils deviennent obligatoires pour tous les travailleurs se trouvant dans la même situation.”, Nsengiyuma Métusera, Droit social, Manuel de droit Rwandais, 1993, p. 79. ⁶ “ Attendu que Mme X ... a été engagée par la société Fauchon le 1er février 2000 ... en qualité d’assistante commerciale, qu’elle a été promue le 1er octobre 2000 au poste de chef de zone export; qu’elle a été licenciée pour faute grave le 25 mai 2004; qu’elle a saisi la juridiction prud’homale de demandes tendant à faire juger le

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[21] The Court finds that the case file contains a letter from SONARWA Life Assurance Company Ltd to Rugina Jason dated 14/11/2013, informing him that he has been promoted to the position of Branch Manager of Huye Branch and that he will also be in charge of overseeing the marketing of the company's commercial activities in Rusizi Branch. The letter also states that his current salary and position will remain unchanged, but that he will receive 200,000 Frw for transport allowances. The file also contains the performance evaluation reports of 2014 and 2016 which prove that Rugina Jason was the Head of SONARWA Life Assurance Company Ltd, Huye Branch. These elements of evidence prove that there is no doubt that Rugina Jason was Branch Manager of Huye Branch from 14/11/2013 until his dismissal. [22] The Court finds that in the hearing held on 24/05/2022, before this instant Court, SONARWA Life Assurance Company Ltd stated that from its establishment, its employees continued to be paid the same salaries as they were paid while they were still in SONARWA S.A., and even when SONARWA Life Assurance Company Ltd appeared before the Labour Inspector in Nyarugenge District, it admitted that it received the request of the employees in the position of Branch Manager to be paid the salaries related to that position, and replied to them that their request would be considered when the time comes, they were requested to wait, therefore the Court of Appeal concluded that SONARWA Life Assurance Company Ltd did not comply with the provisions of its 2005 Internal Rules and Regulations that were into force in 2013 when Rugina Jason was appointed as Branch Manager. [23] The Court finds that the Preamble of 2015 Employee's Handbook states that "This Employee's Handbook of Policies and Regulations repeals and replaces the existing Employee's Handbook that was adopted in January 2005. This change in the Employee's Handbook is due to the fact that it is not updated due to the amendment in labour law of 2009 and many other changes that have taken place in the Company over the years. This shows that in terms of human resource management, SONARWA Life Assurance Company Ltd continued to be governed by the Internal Rules and Regulations of Personnel of SONARWA S.A. from January 2005 until the Employee's Handbook was adopted. [24] The Court finds that articles 20 and 21 of the Internal Rules and Regulations of January 2005 determine and explain the organisational structure in SONARWA S.A., including the position at level E, which includes four positions that are hierarchically as follows: Chief of service, Principal Chief of service , Authorized Officer (Fondé de pouvoir) and Principal Authorized Officer (Fondé de Pouvoir Principal). The letter dated 14/11/2013 appoints Rugina Jason in the position of Huye Branch Manager , and the performance appraisal reports of 2014 and 2016 indicate that Rugina Jason was Head of Huye Branch, this indicates that the position occupied

licenciement sans cause réelle et sérieuse et à obtenir le paiement d'un rappel d'heures supplémentaires et de dommages-intérêts au titre d'une inégalité de traitement subie en matière salariale; ...Vu le principe "à travail égal salaire égal"; Attendu qu'au regard de ce principe, la seule différence de dilpômes, alors qu'ils sont d'un niveau équivalent, ne permet pas de fonder une différence de rémunération entre des salariés qui exercent les mêmes fonctions, sauf s'il est démontré par des justifications, dont il appartient au juge de contrôler la réalité et la pertinence,

que la possession d'un diplôme spécifique atteste de connaissances particulières utiles à l'exercice de la fonction occupée; ...Qu'en statuant comme elle l'a fait (la cour d'appel), alors que Mme X ... qui occupait la même fonction de chef de zone export que Mme Y ..., possédait des diplômes de niveau équivalent, ...sans préciser en quoi les diplômes de Mme Y ... attestaient de connaissances particulières utiles à l'exercice de la fonction occupée, de sorte qu'ils justifiaient une différence de rémunération, la cour d'appel a violé le principe susvisé; ..." Cour de Cassation, Chambre sociale, N° 07-42-107, 16 décembre 2008, Bull Civ, V. N° 250.

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Rugina Jason is that of the Head of the Department which is usually provided by Internal Rules and Regulations mentioned above. [25] The Court declared unfounded the statements of SONARWA Life Assurance Company Ltd that although Rugina Jason was the Head of the Department, he was at the rank of Officer I, and that in determining salaries it should be based on the salary of Kanyamahoro Kazungu Deus who was Rubavu Branch Manager, for the following reasons: i. The rank of Officer I does not appear in the 2005 Internal Rules and Regulations; it only appears in the document entitled Approved Salary Structure for Sonarwa Life Staff dated October 2012. The document does not bear the seal, stamp nor signature of Sonarwa Life Assurance officials, and Officer I is at the level of "K" rank of the Head of drivers in the Company, which is not clear how the Director of the District Unit would be at the same level as the Head of drivers in that Company; ii. The document dated 14/05/2013 appoints Kanyamahoro Kazungu Deus in the position of Rubavu Branch Manager stating that he is placed at the level of Assistant Manager, and that he will be paid 1,035,590 Frw, Ntwari Alphonse occupied the very same post and he was paid 1,999,252 Frw, the same as Habakubana Egide who was paid 1,980,520 Frw, which is unclear how Rugina Jason who was also Branch Manager was not in the position of Assistant Manager like his colleagues and was placed in the position of Officer I. iii. The fact that the position of Officer I was supervised by the Head of Commercial Unit who is also supervised by the Branch Coordinator, does not appear in Internal Rules and Regulations of 2005 of SONARWA S.A. [26] Based on the aforementioned explanations and the provisions of paragraph two of article 84, of the 2005 Internal Rules and Regulations of SONARWA S.A. which was into force when Rugina Jason was promoted on 14/11/2013 stating that "For employees who are promoted, the salary increase should be equal to the difference between the vertical salary scale of the level or the level they have reached and of the scale or level on which they are appointed", the Court finds that, as the Court of Appeal held, the position of Branch Manager meets that of the Head of Service, and therefore from 14/11/ 2013, Rugina Jason would have been paid for such position. [27] Regarding the salary, the Court finds that the Court of Appeal held that SONARWA Life Assurance Company Ltd failed to prove that the Branch Manager was not paid a gross salary equal to 1,999,252 Frw, or how Ntwari Alphonse would have been paid a higher salary than Rugina Jason simply because one is in SONARWA General Insurance Ltd and the other is in SONARWA Life Assurance Company Ltd and they are on the same level and are all governed by the 2005 Internal Rules and Regulations of SONARWA S.A. SONARWA Life Assurance Company Ltd still argues that Kanyamahoro Kazungu Deus was Rubavu Branch Manager at the position of

Assistant Manager, the performance evaluation of Ntwari Alphonse in 2014 as the Head of Claims and Benefits Unit and the letter written to him on 11/06/2016 informing him of the salary composition as approved by the Board of Directors in October 2012, which also mentions that he is at the position of Assistant Manager, meaning that Assistant Manager is the position of the Director of Unit in SONARWA Life Assurances Company Ltd, to which Rugina Jason was promoted in 2013.

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[28] The Court finds that the casefile contains various documents indicating that the gross salary of Ntwari Alphonse is equal to 1,999,252 Frw, that of Kanyamahoro Kazungu Deus equal to 1,035,590 Frw, and that of Rugina Jason equal to 514,581 Frw, yet they are all at the same level of Assistant Manager. So far, SONARWA Life Assurance Company Ltd does not provide any reasonable ground to justify how employees of the same rank, doing the same job, are differently paid. Since SONARWA Life Assurance Company Ltd does not deny that Ntwari Alphonse was also Assistant Manager, this instant Court concurs with the ruling of the Court of Appeal which held that the salary scale of Assistant Manager should be based on that of Ntwari Alphonse. [29] The Court also finds that the Court of Appeal was in position of reversing the decision upheld by the High Court that the damages and the difference of salaries that Rugina Jason should be given, ought to be computed on the net salary of Ntwari Alphonse instead of the gross salary. However, in its ruling, the Court held that the salary amounting to "1,134,317 Frw appears on the pay roll of Ntwari Alphonse". Although the pay roll indicates that the salary of Ntwari Alphonse was equal to 1,184,317.00 Frw, which was the basis for calculating the damages and the difference of salaries requested, this instant Court has no basis to re-examine that fact because Rugina Jason never requested for its correction. II.2. Whether there are excessive salaries that have been paid or whether there are salaries paid after their prescription time limit [30] Counsel Abijuru Emmanuel and Counsel Basomingera Alberto representing SONARWA Life Assurance Company Ltd, argue that Rugina Jason has been the Huye Branch Manager for 40 months and 28 days, so the Court of Appeal did not prove where it got 42 months, and it refused without reason to confirm that the first wages of 11/04/2015 paid before 12/04/2017, when Rugina Jason was dismissed, had reached their prescription time limit because it had exceeded the two- year period stipulated by law.⁷ They explain that the letters Rugina Jason wrote on 14/11/2013, 02/12/2013, 26/04/2014 and 20/09/2015 are not among of the reasons of stopping the prescription as provided by law, the Court of Appeal should have held that the only reason that could have stopped the prescription was the complaint submitted to the Labour Inspector on 23/01/2017. [31] Rugina Jason states that this ground was appealed to the Court of Appeal and was not admitted, and he finds that it should not be considered in the application for review on grounds of injustice. He submits that if SONARWA Life Assurance Company Ltd doubts that he has been a Branch Manager for 42 months, it should provide evidence, indicating how it did calculations. On the issue of prescription of salary, he avers that from 02/12/2013, he and other Branch Managers wrote to the employer, asking for being

paid for the level they were appointed to, they reminded again on 26/06/2014 and 20/09/2015, and when they did not receive any answer, they submitted the matter to the Labour Inspector, who found that the impugned two years had never elapsed without requesting for his salary payment, and that is why he is praying this instant Court to declare this ground of appeal unfounded.

7 Article 83 of the Law n° 13/2009 of 27/05/2009 regulating labour provided that “Prescription of salary payment shall be of two (2) years. This prescription time limit is counted as of the date on which the worker was to be paid the salary. Counting this time limit shall cease where the employer has computed all the monies, has agreed with the worker that the monies are the debt, where the worker’s case is pending before the court or where the labour inspectorate requested to settle the dispute has not yet given its conclusions.”

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DETERMINATION OF THE COURT [32] Article 83 of Law n0 13/2009 of 27/05/2009 regulating labour in Rwanda that was into force when Rugina Jason was the Huye Branch Manager in SONARWA Life Assurance Company Ltd reads that “the prescription of salary payment shall be of two (2) years. This prescription time limit is counted as of the date on which the worker was to be paid the salary. Counting this time limit shall cease where the employer has computed all the monies, has agreed with the worker that the monies are the debt, where the worker’s case is pending before the court or where the labour inspectorate requested to settle the dispute has not yet given its conclusions”. [33] Regarding to whether the issue of prescription should be admitted for examination at this level, the Court finds that such ground has been appealed to the Court of Appeal, was examined from paragraphs 82 to 86, therefore, the statements of Rugina Jason that such claim was not admitted for examination at the appeal instance so that it cannot be submitted to review due to injustice are baseless. [34] Regarding the prescription of salary, the Court finds that article 83 of Law n013/2009 of 27/05/2009 regulating labour in Rwanda, which was into force when Rugina Jason was appointed as Branch Manager, provided that “the prescription time limit is counted as of the date on which the worker was to be paid the salary. Counting this time limit shall cease where the employer has computed all the monies, has agreed with the worker that the monies are the debt, where the worker’s case is pending before the court or where the labour inspectorate requested to settle the dispute has not yet given its conclusions”. In explaining about the prescription of salaries, Françoise Favennec-Hery and Pierre-Yves Verkindt state that the prescription of salaries is computed in the same way as the prescription of other personal rights or other property rights, that its calculation starts when the owner of the right knew or could have known the reasons of pursuing it.⁸ [35] In relation to this instant case, the Court finds that Rugina Jason and his colleagues started claiming for their salaries on 02/12/2013, and again on 26/06/2014 and 20/09/2015, and he was dismissed from job on 12/04/2017. The fact that Rugina Jason claimed his salary and repeatedly reminded that the salary which he would have been being paid is not the one he is paid until he is dismissed, this means that he had started an action to defend his rights. It has never been more than two years that he did not remind the employer that the salary is lower than what an employee in his position should be

paid and the employer agreed with him because he requested him to be patient for the matter to be examined until he was fired without receiving a response that his request is unfair or impossible. [36] This Court therefore agrees with the analysis made by the Court of Appeal on this issue that the employer does not state that the prescription of salary should be calculated from the time the employee submitted a complaint to the Labour Inspector whereas the employee wrote to the latter claiming for the salary, and the employer did not deny this right to the employee until he was illegally dismissed.

8 L'action en paiement ou en répétition du salaire se prescrit à compter du jour où le titulaire d'un droit a connu ou aurait du connaître les faits lui permettant de l'exercer. Il s'agit donc en la matière de la prescription de droit commun. Françoise Favennec-Hery et Pierre-Yves Verkindt, Droit du Travail, Paris, LDGJ, 2020, p.661.

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[37] Regarding to whether there are excessive salaries which were paid, the Court finds that the case file indicates that Rugina Jason was appointed as Branch Manager on 14/11/2013, and was dismissed on 12/04/2017, equivalent to 41 months, it appears to this instant Court that the Court of Appeal did not prove how it reached to 42 months, that is why with respect to the salary difference RUGINA Jason was not paid, it should be computed as follows: $1,184,317 \text{ Frw} - 361,366 \text{ Frw} \times 41 = 33,740,991 \text{ Frw}$. [38] The Court finds that, according to paragraph 95 of the judgment under review on grounds of injustice, the Court of Appeal had found that Rugina Jason should be awarded $32,463,942 \text{ Frw} (1,134,317 \text{ Frw} - 361,366 \text{ Frw}) \times 42$ months, and Rugina Jason was satisfied with it because he never filed a claim for review due to injustice, so the balance of unpaid salaries confirmed by the Court of Appeal shall be maintained. II. 3. Whether the damages should be computed on the salaries of three (3) months instead of six (6) months as held by other courts [39] Counsel Abijuru Emmanuel and Counsel Basomingera Alberto representing SONARWA Life Assurance Company Ltd, argue that Rugina Jason was dismissed for legitimate economic reasons and that nobody contradicted such fact. They explain that in the Judges' Retreat held in Rubavu between 30/11/2016 and 03/12/2016, it was decided that the workers who were dismissed for legitimate reasons but there was a violation of procedure, they would be awarded damages amounting to three month salary. They state that the fact that the Court of Appeal failed to comply with such position, could confuse lower courts, leading to different rulings on the same issue. [40] Rugina Jason and Counsel Rwagatare Fred assisting him, state that the Intermediate Court of Nyarugenge found that he was illegally dismissed, and SONARWA Life Assurance Company Ltd did not appeal against such decision to the High Court, and when the Company intended to submit again the issue to the Court of Appeal, the latter decided that such ground of appeal was inadmissible for being examined since it was not appealed to the High Court. For them, this issue should not be included among the grounds on which SONARWA Life Assurance Company Ltd bases the injustice it suffered. [41] They state that in case this ground is admitted and examined, they request this instant Court to realize that moral damages determined by the courts are provided under article 33 of Law n0 13/2009 of

27/05/2009 regulating labour in Rwanda which was into force when Rugina Jason was appointed to the position of Branch Manager,⁹ and were also provided by the Law n0 66/2018 of 30/08/2018 regulating labour published after the Judges' Retreat held in Rubavu. They also explain that SONARWA Life Assurance Company Ltd misinterprets the resolutions of the Judges' Retreat held in Rubavu because it was resolved that an employee who is dismissed for serious reasons but without notice, is awarded moral damages which do not exceed three month salary in addition to the compensation notice, whereas the employee who is dismissed without reasons and without

9 That article 33 provided that "Any unlawful termination of contract may result in damages. Damages paid to the unlawfully dismissed worker cannot go below his/her three-month salary but they cannot exceed the six (6) - month salary. This does preclude the payment of indemnities and other benefits to which the worker is, entitled. Where the worker has worked for the employer for a period which is longer than ten (10) years, damages shall not go beyond the salary of nine (9) months. This also applies in the case of workers' delegates and the representatives of trade union. The provisions of this article shall also apply in the case the damages have to be paid by a worker who abusively terminated the contract."

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notice, shall be awarded moral damages equal to his or her salary for three to six months in addition to the compensation notice. Regarding the case of Rugina Jason, the latter was dismissed without reasons and without notice, therefore, they note that the courts did not err in awarding to him damages equal to his six month salaries. DETERMINATION OF COURT [42] The Court finds that the case file does not indicate that in the Court of Appeal, SONARWA Life Assurance Company Ltd appealed against the amount of damages awarded by the previous courts. The fact that the damages were again examined in paragraph 95 of the judgment under application for review due to injustice was not due to the fact that there was an appeal, rather the Court of Appeal noticed that the basis of calculation of awarded damages should be changed, instead of calculating them on basis of the gross salary, they should be computed on basis of net salary as above expounded. [43] The issue of whether the grounds that have been decided on but were not appealed can be subject to review on the grounds of injustice, was examined by this instant Court in various cases including that of Ngizweninshuti Albert v. Muhima Giovani,¹⁰ the very Court finds that the last paragraph of article 5511 and article 6312 of Law n0 30/2018 of 02/06/2018 determining the jurisdiction of courts together denote that any party entitled to ordinary and extraordinary remedies but that fails to assert his/her right within the time limit provided by law, is considered as having deprived him/herself of the procedure of appeal which would make his/her criticisms being corrected in the appeal, therefore, he/she cannot apply for review of a judgment due to injustice, disregarding that there are other cases that have been pronounced, for requesting the review due to injustice of the grounds for which he/she did not voluntarily lodge appeal, because such procedure would be contrary to the provisions of the law. [44] Since SONARWA Life Assurance Company Ltd has not yet appealed against the issue relating to the amount of moral damages awarded by the High Court for examination by the Court of

Appeal, the instant Court has no basis to examine such issue in the course of the judgment under review due to injustice. II. 4. Whether SONARWA Life Assurance Company Ltd would be charged damages while it won the case in part and whether it should be refunded the expenses incurred during the judgment execution [45] Counsel Abijuru Emmanuel and Counsel Basominger Alberto assisting SONARWA Life Assurance Company Ltd submit that in the judgment under review on the grounds of injustice, the

10 See judgment RS/INJUST/RC 00024/2018/SC decided by Supreme Court on 21/02/2020, paragraphs 18-22. See again judgment RS/INJUST/RC 00007/2018/SC decided by Supreme Court on 13/03/2020 of Nditiribambe Samuel, Gatera Jason and Nyamaswa Faustin and judgment RCOM RS/ INJUST/ RC 00004/2019/SC decided by Supreme Court on 28/07/2020 of Mukamana, Havugimana, Umuhoza and Candali. 11 “... any party entitled to ordinary and extraordinary remedies but that fails to assert his/her right within the time limit provided by law, is not allowed to apply for review of a case he/she lost because of injustice, ...” 12 « When the Supreme Court or any other court designated by the President of the Supreme Court receives an application for review of a judgement on grounds of being vitiated by injustice, it examines the merits of the case anew and in the presence of all parties. »

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Court of Appeal declared their appeal groundless, but the damages were reduced from 79,431,900 Frw to 41,777,748 Frw, which means that SONARWA Life Assurance Company Ltd really won in part. They state that such contradiction of the Court led to be charged 1,000,000 Frw to them as counsel fee for each level while they were the ones who deserved that fee because they had won in addition to the court fee in High Court and in the Court of Appeal. [46] Rugina Jason and Counsel Rwagitare Fred assisting him argue that the damages awarded to Rugina Jason were not reduced due to the fact that the appeal of SONARWA Life Assurance Company Ltd was grounded in part rather the judgment in the Court of Appeal coincided with the new position set by the Supreme Court that the damages should be computed on basis of the net salary. They also add that SONARWA Life Assurance Company Ltd did not lodge appeal against the counsel fee it was charged in the High Court, and therefore, it cannot submit again the issue in the course of the judgment under review on the grounds of injustice. DETERMINATION OF COURT [47] The case file indicates that in paragraph 94 of the judgment under review due to injustice, the Court of Appeal found that the damages awarded to Rugina Jason were computed on basis of the gross salary of Ntwari Alphonse, however the position set in the case of Niwemugeni Jeannette against KCB Bank Rwanda Ltd, the Supreme Court upheld that the dismissal compensation is not computed on gross salary, rather on net salary after deduction of the income tax and the social security contributions. [48] The Court finds that the statements of SONARWA Life Assurance Company Ltd that it won the case in the Court of Appeal because the damages awarded to Rugina Jason were reduced to 41,777,748 Frw are baseless because the fact that the Court reached at such decision of reducing damages was not due to the fact that the appeal was grounded , rather the Court, in its discretion, found that in calculating the damages, the previous courts were based on the irrelevant law, they based on the gross salary whereas the Supreme Court set the position that

they should be calculated basing on the net salary. This indicates that in relation to the grounds of appeal, SONARWA Life Assurance Company Ltd did not win the case so that the Court could decide that it won in part to lead to be exonerated or be awarded counsel fee and be repaid court fee. II.5. Whether SONARWA Life Assurance Company Ltd should be refunded the expenses incurred during its voluntary execution of the judgment RSOCAA 00007/2020/CA [49] Counsel Abijuru Emmanuel and Counsel Basomingera Alberto assisting SONARWA Life Assurance Company Ltd argue that SONARWA had started to voluntarily execute the judgment rendered by the Court of Appeal because it had already paid 10,000,000 Frw, and it requests this instant Court that when it decides that the judgment under review is really vitiated with injustice, Rugina Jason would be ordered to refund such money. [50] Rugina Jason and Counsel Rwagitare Fred assisting him submit that SONARWA Life Assurance Company Ltd would not start executing the judgment if it did not really admit that there is something it owed to him, and that it cannot request for the refund of the expenses incurred during the execution of judgment while it has not yet won its application for review due to injustice.

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DETERMINATION OF THE COURT [51] The Court finds that while the main grounds relied on by SONARWA Life Assurance Company Ltd for its injustice are baseless, there is no reason to hold for the refund of 10,000,000 Frw it claims to have paid to Rugina Jason in order to execute the judgment rendered by the Court of Appeal. 1. II. 6. Determination of the basis of the claimed damages in this case [52] Counsel Abijuru Emmanuel and Counsel Basomingera Alberto assisting SONARWA Life Assurance Company Ltd submit that Rugina Jason has dragged the company into unnecessary lawsuits, so they request this instant Court to order to him to pay 1,000,000 Frw for procedural fee and 1,500,000 Frw for counsel fee at this instance. [53] Counsel Rwagitare Fred assisting Rugina Jason states that there was no injustice in the judgment rendered by the Court of Appeal, and he requests this instant Court to declare baseless all the damages claimed by SONARWA Life Assurance Company Ltd. He also adds that the Company continues to drag Rugina Jason into unnecessary lawsuits, to that effect he requests this instant Court to order to the Company to award to Rugina Jason 1,500,000 Frw for counsel fee and 200,000 Frw for procedural fee at this instance. [54] Counsel Abijuru Emmanuel and Counsel Basomingera Alberto representing SONARWA Life Assurance Company Ltd submit that Rugina Jason is the one who initiated unnecessary lawsuits, and SONARWA Life Assurance Company Ltd continued to appeal as long as it suffered injustice until it applied for review due to injustice of the judgment rendered by the Court of Appeal, therefore the damages he claims are groundless. DETERMINATION OF THE COURT [55] Article 111 of Law n° 22/2018 of 29/04/2018 relating to the civil, commercial, labour and administrative procedure, reads that: " The claim for representation fees is an incidental claim to the principal claim aiming to repay expenses incurred during judicial proceedings. The claim for legal costs is adjudicated at the same time with the principal claim. It can also be admitted and adjudicated even if the principal claim has not been admitted." [56] The Court finds that SONARWA Life Assurance Company Ltd does not deserve all the damages it claims as it does not win anything in this case. [57] The Court finds that Rugina Jason deserves

200,000 Frw for procedural fee and such amount is reasonable, while the amount of 1,500,000 Frw for counsel fee that he claims at this level is excessive and he does not provide supporting evidence, therefore, in the discretion of the Court, he is entitled to 500,000 Frw. III. DECISION OF THE COURT

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- [58] Holds that the application for review due to injustice of the judgment RSOCAA 00007/2020/CA rendered by the Court of Appeal filed by SONARWA Life Assurance Company Ltd lacks merit ; [59] Holds that the judgment RSOCAA 00007/2020/CA rendered by the Court of Appeal on 29/10/2021 is sustained, and its decision should be executed as follow : “125. Orders to SONARWA LIFE ASSURANCE COMPANY Ltd to pay to Rugina Jason 41,777,748 Frw as above expounded, in addition to 3,000,000 Frw for counsel fee and 50,000 Frw for court fee he deposited by filing the claim as decided by the High Court, all totalling to 44,827,748 Frw;
126. Orders to SONARWA LIFE ASSURANCE COMPANY Ltd to pay to Rugina Jason the balance of the contributions he did not pay for him in RSSB based on gross salary equal to 1,999,252 Frw per month, instead of 514,581 Frw per month.” [60] Orders to SONARWA Life Assurance Company Ltd to pay to Rugina Jason 200,000 Frw for procedural fee and 500,000 Frw for counsel fee at this instance, the total amount is 700,000 Frw.

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