

Harry Chanamuna v Oilcom Malawi Limited

Summary

Court:	High Court of Malawi
Registry:	Principal Registry
Bench:	The Honourable Justice J Kalaile SC JA
Cause Number:	Civil Cause No. 2001 of 1996
Date of Judgment:	June 17, 1998

The Plaintiff, an unrepresented litigant, brought a claim in the High Court, Principal Registry, against the Defendant, his former employer, for damages for wrongful termination of employment and damages for libel. The Plaintiff, initially a temporary Data Entry Clerk, became a permanent employee of the Defendant, Oilcom, from March 1995 until his termination in July 1996. The termination was based on the Plaintiff's failure to disclose the real reasons for his prior dismissal from Cold Storage Company Limited, which the Plaintiff had misrepresented as a disagreement over training.

The Defendant terminated the Plaintiff's service on 26th July 1996, two days after receiving a reference from Cold Storage Company Limited (Exhibit D2) which stated the Plaintiff was dismissed for misappropriating K6,129.48 and that his

honesty was "NO". The letter of termination (Exhibit D3) cited "falsifying information on your application for employment form" and paid him one month's salary in lieu of notice. The Plaintiff argued that he was denied the right to be heard, citing the principles of natural justice and Section 43 of the Constitution. He further claimed that the statements made in the reference letter from Cold Storage Company Limited, particularly the allegation of misappropriation, constituted libel.

The Court had to decide whether the termination was wrongful, considering the contractual terms and constitutional right to fair administrative action, and whether the reference letter constituted actionable libel. The application was dismissed. The Court, per Kalaila, J., held that the Donaldson dictum in *R V. East Berkshire Health Authority, Ex parte Walsh* expressed the correct position in a pure master-servant relationship: the master can terminate the contract for any reason or none, provided they comply with the contract terms, which the Defendant did by paying one month's salary in lieu of notice. The Court found that Section 43 of the Constitution was satisfied by the provision of written reasons for the termination. Regarding libel, the Court ruled that the communication of the defamatory statement was confined to bona fide employees of the Defendant and was not proved to have been published elsewhere, thus no actionable libel occurred. The Court relied on *Riddick V. Thames Board Mils Ltd* and ordered that both claims by the Plaintiff are dismissed with costs to the defendants.