

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA
AT NAIROBI
MILIMANI LAW COURTS

Civil Case 1367 of 2003

EMILY MUTHIANI.....PLAINTIFF

VERSUS

GULF AIR LIMITED.....DEFENDANT

RULING

This application by way of Notice of Motion and expressed to be brought under order XLIV Rule 1 seeks orders of review of this courts order issued on 21st June 2005 in which it was held that the plaintiffs services were lawfully terminated and that she was not entitled to damages for wrongful dismissal. Her terminal benefits were worked at Shs.652,399/= which was her correct entitlement but the court further declined to award her costs and interest because the said sum had been paid to her lawyer before the suit was filed.

But through this Notice of Motion the plaintiff submits that the suit was filed in court on 23rd December 2003 while the defendant had executed a general bank guarantee instead of a security bond for Shs.5,000,000/= on 17th March 2004 and she was paid on 18th March 2004. I am satisfied that there was an apparent error on record.

My order of 21st June 2005 is reviewed and amended to read as follows:

Her terminal benefits were worked at Shs.652,399/= for which the defendant had executed a general bank guarantee after the suit had been filed.

The plaintiff is entitled to costs of this suit plus interest from the date of filing the suit to the date of payment.

It is so ordered.

Dated and delivered at Nairobi this 19th day of October 2006.

J.L.A. OSIEMO

JUDGE