



**Kenya Petroleum Workers Union v Proto Energy Limited (Cause E348 of 2023) [2025] KEELRC 2497 (KLR) (19 September 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2497 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E348 OF 2023  
SC RUTTO, J  
SEPTEMBER 19, 2025**

**BETWEEN**

**KENYA PETROLEUM WORKERS UNION ..... CLAIMANT**

**AND**

**PROTO ENERGY LIMITED ..... RESPONDENT**

**JUDGMENT**

1. The Claimant Union instituted the suit herein on behalf of the Grievant, Anthony Hamisi, who it avers is its member.
2. The Claimant avers that the Grievant was employed by the Respondent with effect from 4<sup>th</sup> January 2018 as a Machine Attendant. He was confirmed on 1<sup>st</sup> July 2018. The Grievant was subsequently given another contract of employment as a Machine Operator and he was confirmed in that position on 6<sup>th</sup> September 2019 with effect from 30<sup>th</sup> June 2019.
3. The Claimant avers that on 29<sup>th</sup> June 2021, the Grievant was issued with a show cause letter demanding an explanation on an alleged unlawful incitement/unprotected strike.
4. It is apparent from the record that the ensuing disciplinary process culminated in the termination of the Grievant from employment.
5. The Claimant contends that the Respondent unlawfully and unfairly terminated the Grievant's employment in a manner that contravenes fair labour practices. That further, the Respondent failed to accord the Grievant a fair hearing before reaching the decision to terminate his employment.
6. It is against this background that the Claimant has asked the Court to award the Grievant the sum of Kshs 3,661,421/- being notice pay, unpaid house allowance, compensation for unfair and unlawful termination from employment and unlawful salary deduction for absenteeism. The Claimant has



further prayed for an order for the issuance of the Grievant's Certificate of Service and costs of the suit, plus interest.

7. In a Statement of Response dated 17<sup>th</sup> September 2023, the Respondent avers that it had valid and fair grounds to terminate the Grievant's employment and the procedure was fair and in line with the law. In the Respondent's view, the Grievant is not entitled to the prayers sought in the Claim. Consequently, the Respondent prays that the Court dismiss the claim with costs.
8. The matter proceeded for hearing on 5<sup>th</sup> March 2025 and 28<sup>th</sup> April 2025, during which both sides called oral evidence.

### **Claimant's Case**

9. Anthony Hamisi, the Grievant herein, testified in support of his case and at the outset, he sought to adopt his witness statement to constitute his evidence in chief. He further produced the documents filed by the Claimant on his behalf as exhibits before Court.
10. It was the Grievant's testimony that on 29<sup>th</sup> June 2021, he was issued with a show cause letter by the Respondent inviting him to appear before the disciplinary committee on 2<sup>nd</sup> July 2021, demanding an explanation on an alleged unlawful incitement/unprotected strike, influence of employees to an informal picketing and failure to inform the management of an impending strike.
11. The show cause letter required him to do a written response by 30<sup>th</sup> June 2021.
12. On 30<sup>th</sup> June 2021, he duly and promptly responded to the show cause letter stating that he was not involved in the said unlawful/unprotected strike of the manufacturing floor workers on 28<sup>th</sup> June 2021, as alleged and neither did he influence the employees to any informal picketing outside the production floor. In response to the show cause letter, he requested that the day shift Quality Department team attend the hearing and bear him witness.
13. The Grievant averred that on 2<sup>nd</sup> July 2021, he appeared before the disciplinary committee with one Mr. James Koso as his witness.
14. On 5<sup>th</sup> July 2021, he received a letter confirming his termination by the Respondent on the grounds that he had violated gross rules and regulations of the company, he could not be trusted anymore and that he was dishonest to the disciplinary committee.
15. On 9<sup>th</sup> July 2021, he wrote an appeal letter, which was within the five days stated in the letter of termination. In the letter, he explained what had happened on the alleged day of the strike and pleaded not to be terminated under unfair and unclear circumstances, as all the dayshift Quality Team, Mr. Jimmy Sitati and Mr. Anoop were ready to testify as witnesses in his case.
16. The Grievant contended that during the disciplinary hearing, he was never accompanied by anybody nor did the Respondent call the Quality Team members as witnesses as he had requested.
17. In the Grievant's view, the outcome of the said disciplinary hearing was already pre-determined.
18. According to the Grievant, the foundation of his termination started when he was moved from the Production Department to the Quality Department as a Quality Inspector without any salary review or changes.
19. The Grievant further averred that on 28<sup>th</sup> June 2021, there was a meeting on salary harmonization where a committee was formed to address the same.



20. On the material day, he was in his workstation and on realising that he did not have quality hourly report with him, he decided to hand over his duties to a workmate, Mr. Kirui, to check the cylinders while he went to collect the hourly report. He also informed a production employee, Mr. Masai to check the line.
21. During this time, he was called to report to the HR Officer, Mr. Muema as they had been promised to expect a salary adjustment that month. On entering the office, he found the whole committee already in the QC Office.
22. When he left the office, he found all the production employees outside, where Mr. Steven Nguku, the shift supervisor, was addressing a section of welding employees.
23. Within no time, all the employees were called outside the production floor and were addressed by Mr. Anoop, who wanted to find out why the production was stopped, and was informed that it was about salary increment, where some employees were awarded increments while others were left out. The matter was discussed at length and the employees were promised feedback.
24. Thereafter, the meeting was adjourned and everyone went back to work and everything was back to normal.
25. The following day, on 29<sup>th</sup> June 2021, Mr. Muema (HR) and Mr. Anoop called him and other two employees (Caroline Chepkemboi and James Ayere) to the boardroom, where they were all issued with show cause letters that they had been involved in strike, picketing and had not informed the management.
26. According to the Grievant, he was the only person who was summoned for disciplinary as the rest were given verbal warnings and resumed work.
27. The Grievant further averred that the hourly production forms on 28<sup>th</sup> June 2021 and other subsequent days, 1<sup>st</sup> and 2<sup>nd</sup> July 2021, showed that the production was high as compared to other days.
28. The Grievant further contended that he did not receive any response from the Respondent despite his appeal. He therefore referred the matter to the Claimant's office for further action.
29. On 2<sup>nd</sup> August 2021, the Claimant's General Secretary wrote a letter to the Respondent protesting against his wrongful and unfair termination and sought for a meeting on 6<sup>th</sup> August 2021 to discuss the matter.
30. The Respondent did not respond to the Claimant's letter nor heed the requests for a meeting.
31. The Claimant reported the matter as a trade dispute to the Ministry of Labour on 11<sup>th</sup> August 2021 and a conciliation meeting was scheduled.
32. Subsequently, the Claimant was served with a conciliator's report dated 28<sup>th</sup> February 2022, where the conciliator indicated that the Grievant was unfairly terminated as the process of termination was not in compliance with the law and therefore recommended that he be reinstated or compensated by the Respondent. Despite the Respondent being served with the conciliator's report, it refused to comply with the said recommendations.
33. The Grievant further averred that despite unlawfully, wrongfully and unfairly being terminated, the Respondent has refused, failed and neglected to issue him with a Certificate of Service.
34. The Grievant added that he served the Respondent for over three and a half years devoid of any disciplinary issues or a warning letter.



## Respondent's Case

35. The Respondent called oral evidence through Rosemary Mwikali who testified as RW1. Ms. Mwikali identified herself as the Respondent's Human Resource Business Partner. Similarly, RW1 adopted her witness statement to constitute her evidence in chief. She further produced the list and bundle of documents filed on behalf of the Respondent as exhibits before Court.
36. It was RW1's testimony that according to clause 10 of the Grievant's employment contract dated 2<sup>nd</sup> January, 2019, he was required, inter-alia: promote and safeguard at all times the interests of the company and its business and not to do anything detrimental to those interests; diligently and faithfully obey and observe all lawful orders and instructions given to him by those in authorities over him; be just and loyal in all dealings and transactions within the company's business and activities and render a true account of all matters relating thereto; inform the company of any act of negligence, dishonesty or other misconduct affecting the company as soon as they come to his notice; make himself familiar with, and abide to all other standing orders, company policies and procedures, current and as would from time to time be issued by the company; and behave and perform at all times in a reasonable and professional manner.
37. RW1 further averred that the letter of appointment provided for the Grievant's job description and indicated that the same would be modified from time to time.
38. RW1 stated that the Grievant served the Respondent until 5<sup>th</sup> July, 2021, when his employment was terminated on account of breach of his obligations as an employee for, incitement of other employees, failing to notify the management of an impending risk to the smooth operation in the production line, influencing a go slow and strike thus affecting the overall production costing the business money and affecting the net productivity.
39. RW1 averred that on or about 28<sup>th</sup> June, 2021, while at the Respondent's premises, the Grievant was suspected of;
  - a. Being involved in unlawful incitement or unprotected strike of the manufacturing floor workers for them not to conduct their contractual obligations which led to downing of tools and causing unrest among the employees;
  - b. Influencing of employees to an informal picketing outside the production floor which led to losses in production and negatively affected the Respondent's Business continuity plan; and
  - c. Failing to inform the Respondent's management of an impending risk as per the Respondent's whistleblowing policy for preventive and corrective measures to be taken and/or put in place.
40. According to RW1, the suspicion arose out of an anonymous letter that was written by one of the Respondent's employees and which letter implicated the Grievant and associated him with engagement in illegal recruitment of the Respondent's employees into a trade union wherein the Grievant was required to access its employee records and have their details shared with a Union for purposes of recruitment against the individual employees' will and knowledge.
41. Subsequently, the Grievant was issued with a show cause letter dated 29<sup>th</sup> June, 2021, wherein he was asked to provide a written representation as to why his employment could not be terminated. He was required to submit his response by 30<sup>th</sup> June, 2021 and was also invited to an oral disciplinary hearing which was scheduled for 2<sup>nd</sup> July, 2021 (inadvertently indicated as 2<sup>nd</sup> June, 2021). He was urged to attend the hearing with an employee of his choice.



42. By a letter dated 30<sup>th</sup> June, 2021, the Grievant responded to the show cause letter and denied the allegations that had been raised against him.
43. On 2<sup>nd</sup> July, 2021, the Grievant attended the disciplinary hearing wherein he was again given a further opportunity to make oral representation.
44. RW1 added that the Grievant attended the hearing with a witness of his choice, being Mr. James Koso Peter. The Grievant confirmed that he was comfortable proceeding with the hearing in the presence of the committee members as constituted.
45. The charges were read to the Grievant and he was given an opportunity to respond to each and every allegation that had been raised against him.
46. The disciplinary hearing committee having considered the Grievant's oral submissions, as well as those of his witness representative, made the following findings and deliberations:
  - i. The Respondent's production process was halted as a result of the Grievant's conduct of calling for an unplanned meeting, which affected the Respondent's business productivity;
  - ii. The Grievant was involved in spreading false information to the floor employees;
  - iii. The Grievant did not follow the right procedures to address his grievances;
  - iv. The Grievant did not communicate to the Respondent the employees' intention to down their tools;
  - v. The Grievant was not the designated spokesperson for the employees, and he was on a wrongful and unauthorized representation;
  - vi. The Grievant walked around the production floor passing unauthorized information on the salary review, creating unrest amongst the employees; and
  - vii. The Grievant failed to inform the Respondent's management of an impending risk in the production line.
47. The disciplinary committee unanimously agreed that the above findings were acts of gross misconduct on the part of the Grievant and which misconduct attracted severe punishment as a corrective measure. It was therefore agreed that the Grievant's employment be terminated with effect from 2<sup>nd</sup> July, 2021, but by paying one month's salary.
48. RW1 further averred that the Respondent in the dismissal letter noted that the Grievant's actions amounted to gross violation of Company's rules and regulations, raised his credibility to be in doubt and could not thus be trusted. That further, the Grievant was dishonest to the Respondent's disciplinary hearing Committee as there were several contradictions in the evidence he was giving.
49. RW1 further averred that the letter of summary dismissal provided the Grievant with the right to appeal if he wanted to do so within five days from the date of receipt of the dismissal letter.
50. By a letter dated 11<sup>th</sup> August 2021, the Claimant Union reported a trade dispute on alleged unlawful termination of employment to the Ministry of Labour and the parties participated in the conciliation process. The Conciliator by a letter dated 28<sup>th</sup> February, 2022, recommended reinstatement of the



Grievant and in the alternative, payment of maximum compensation in line with Section 49 of the *Employment Act*.

51. The Conciliator however directed that any party was at liberty to escalate the matter to the next level of arbitration within seven days from the date of receipt of the report.
52. According to RW1, the Respondent believes that it had valid and fair grounds for which the Grievant's employment was terminated, and that the procedure was very fair and in line with the law, hence did not adopt and/or observe the recommendations given by the Conciliator.
53. RW1 added that the Conciliator could not substitute its decision/reasons for the Grievant's dismissal with those of its own.
54. It was RW1's view that the termination of the Grievant's employment was substantially fair and justified and was based on valid reasons. That fair and proper procedure was followed in that the Grievant was informed of the issues raised against him and was given an opportunity to make representations. That the Grievant failed to give satisfactory explanations.

### **Submissions**

55. On the Claimant's part, it was submitted that at the time of termination, the Grievant had already been admitted as a member of the Union. That by virtue of this, the Claimant has locus to bring these proceedings against the Respondent. In support of this position, the Claimant placed reliance on the case of *Modern Soap Factory v Kenya Shoe Leather Workers Union (2020) KECA 4 (KLR)*.
56. The Claimant further submitted that the Grievant was given less than 24 hours to respond to the show cause letter hence the notice was not sufficient. That further, his appeal was not considered even though it was indicated that he had the right to the same.
57. It was the Claimant's further submission that the Grievant was a machine operator and was not in a position of influence in the Respondent's company. That he was also not an employee of the Union and therefore had no muscle to influence any other employee to do or not do anything.
58. According to the Claimant, there was no reason to single out the Grievant and terminate his employment.
59. Referencing the case of *Robert Chaka Ndupha v Crown Bus Services (2017) KEELRC 1154 (KLR)*, the Claimant posited that the Grievant has discharged his burden of proof by proving that his termination was unfair and unlawful both in procedure and substance.
60. The Respondent on the other hand, submitted that inciting and participating in an unprotected strike is a lawful ground for termination of employment. To buttress this position, the Respondent sought to rely on the cases of *Joash Alubale Jacob v Mega Pack Limited (2019) KEELRC 1770 (KLR)* and *David Sirenge Kiganane v Mega Pack Limited (2019) KEHC 2384 (KLR)*.
61. The Respondent further submitted that it did not receive the alleged appeal letter from the Claimant.
62. It was the Respondent's further submission that the Claimant does not have locus standi to file the suit herein on behalf of the Grievant as he was a member of a different union, KEWU, throughout his employment with the Respondent and during the disciplinary process leading up to the dismissal.

### **Analysis and Determination**

63. Flowing from the pleadings by both parties, the evidentiary material on record, together with the rival submissions, the Court has isolated the following issues for determination: -



- i. Whether the Claimant has locus standi to bring the suit on behalf of the Grievant;
- ii. Whether the Respondent has proved that there was a fair and valid reason to terminate the employment of the Grievant;
- iii. Was the Grievant accorded procedural fairness prior to being terminated from employment?
- iv. Is the Grievant entitled to the reliefs sought?

#### **Locus standi?**

64. The Respondent has contended that the Claimant does not have locus standi to file the suit herein on behalf of the Grievant, as he was a member of a different Union throughout his employment and during the disciplinary process leading up to the dismissal.
65. During the hearing, the Claimant exhibited a copy of the Grievant's membership card, which indicates that the Grievant joined the Claimant Union on 4<sup>th</sup> July 2021. This was slightly before his termination from employment on 5<sup>th</sup> July 2021. There is no evidence from the Respondent's end to discount the Claimant's position that since then, the Grievant has sustained his membership with the Claimant Union.
66. Rule 63 (1) of the Employment and Labour Relations Court (Procedure) Rules (2024) permits trade unions to represent their members by filing and acting in suits accordingly.
67. It is evident that at the time of filing the suit herein, the Grievant was a member of the Claimant Union. Therefore, in terms of Rule 63(1) aforementioned, the Claimant Union was within its right to file the suit herein and act accordingly on behalf of the Grievant.
68. Indeed, it is irrelevant that during his employment with the Respondent, the Grievant was a member of another trade union. It is this Court's respectful view that the most critical factor was that at the time of the institution of the suit herein, the Grievant was a member of the Claimant Union. As such, pursuant to Rule 63(1) of these Court's Rules, the Claimant had locus standi to file the instant suit on behalf of the Grievant and act on his behalf accordingly.

#### **Fair and valid reason?**

69. As can be discerned from the letter of termination dated 5<sup>th</sup> July 2021, the Grievant was terminated from employment on grounds that he incited other employees, failed to notify the management of an impending risk to the smooth operation in production, influenced a go-slow and strike affecting the overall production costing the business money and affected the net productivity.
70. In terms of Section 43(1) of the *Employment Act*, the Respondent being the employer herein, was required to prove the reasons for termination of the Grievant's employment and failure to do so, the termination would be deemed to be unfair. Connected to this, the Respondent was enjoined under Section 45 (2) (a) and (b) to prove that the reasons for the termination of employment were fair, valid and related to the Grievant's conduct.
71. In light of the above statutory provisions, it was therefore expected that the Respondent would adduce evidence linking the Grievant to the incitement of the other employees to a go-slow and strike.
72. In its Statement of Response, the Respondent has pleaded that its suspicion against the Grievant arose due to an anonymous letter which it exhibited before Court. Essentially, this was the Respondent's smoking gun.



73. A perusal of the anonymous letter reveals that the same is not dated and, more importantly, does not indicate that the Grievant was involved in the incitement of the Respondent's employees to proceed on a strike or go-slow. Indeed, the anonymous person merely refers to the illegal recruitment of members from the Respondent's workforce to the Kenya Engineering Workers Union by the Grievant, together with others. Nowhere in the letter does the anonymous person indicate or suggest that the Grievant incited the Respondent's employees or influenced them to proceed on a strike or go-slow. Coupled with the foregoing, the fact that the anonymous letter does not bear a date raises questions as to why the Respondent would link the Grievant to the alleged go-slow or strike on 28<sup>th</sup> June 2021.
74. In light of the foregoing, it becomes unclear why the Respondent cited the Grievant for incitement of other employees and influenced them to proceed on a go-slow and strike. On what basis did the Respondent issue the Grievant with the Notice to Show Cause? I say so bearing in mind that the Respondent did not allude to any investigations it carried out to ascertain the allegations against the Grievant hence determine that he had a case to answer.
75. Indeed, it is not clear from the record how the Respondent obtained the information leading it to level the charges against the Grievant as it did in the Notice to Show Cause.
76. Needless to say, the allegations levelled against the Claimant were not supported by any evidence.
77. All things considered, the Court finds that the Respondent has failed to discharge its evidential burden by proving that it had a justified reason to terminate the Grievant's employment based on the allegations set out in the letter of termination. To this end, the Grievant's termination from employment was not for a fair and valid reason.

#### **Procedural fairness?**

78. The Respondent was enjoined under Section 45 (2) (c) of the [Employment Act](#) to prove that in terminating the Grievant's employment, it did so in accordance with fair procedure. The specific requirements encompassing a fair procedure are provided for under Section 41(1) of the [Employment Act](#). In this case, an employer is required to notify an employee of the intended termination in a language he or she understands. The employee should also be given an opportunity to present his or her defence in response to the allegations levelled against him or her in the presence of a fellow employee of her own choice or a union representative, as the case may be.
79. In the present case, it is not in dispute that the Grievant was issued with a Notice to Show Cause dated 29<sup>th</sup> June 2021. He was required to respond to the Notice to Show Cause by 30<sup>th</sup> June 2021 and attend the disciplinary hearing on 2<sup>nd</sup> July 2021. The Claimant has contended that the notice period within which the Grievant was required to respond to the Notice to Show Cause was insufficient, as it was less than 24 hours.
80. The Court of Appeal in considering the adequacy of the notice in a disciplinary process in the case *Nebert Mandala Ombajo vs Institute of Certified Public Accountants of Kenya (ICPAK)*, Nakuru Civil Appeal No. 62 of 2018, reckoned that disciplinary proceedings are a grave matter for an employee, as the consequences may be catastrophic to the employee's life. The learned Judges of Appeal proceeded to hold that in that case, the complaints against the employee were serious, and there is no doubt that he needed sufficient time to prepare psychologically, and if need be, get the best advice that he could.
81. In the present case, it is quite apparent that the Grievant was given a relatively short notice to answer to the charges leveled against him in the Notice to Show Cause. Indeed, it is highly probable that this impaired his defence.



82. Coupled with the foregoing, the Respondent snubbed the Grievant's appeal despite notifying him in the letter of termination that he had a right of appeal. Notably, the Respondent pleaded in the Statement of Response that it considered the Grievant's appeal. It therefore came as a surprise when the Respondent made an about-turn in its submissions by denying that it received the said appeal. On what basis was it pleading that it considered the same?
83. Despite the Respondent's assertions in the Statement of Response, there is no evidence on record to confirm that it considered the Grievant's appeal.
84. On this issue, I find it imperative to refer to Section 45(5) (a) of the *Employment Act*, which is couched as follows:
- “(5) In deciding whether it was just and equitable for an employer to terminate the employment of an employee, for this section, a labour officer, or the Industrial Court shall consider—
- (a) the procedure adopted by the employer in reaching the decision to dismiss the employee, the communication of that decision to the employee and the handling of any appeal against the decision;” Underlined for emphasis.
85. Indeed, I cannot help but question why the Respondent would inform the Grievant of his right of appeal when in the real sense, it had no interest in considering the same?
86. To further aggravate the situation, there is no evidence that the Respondent issued the Grievant with a Certificate of Service as required under Section 51 of the *Employment Act*.
87. For the foregoing reasons, the Court finds that the Respondent did not act justly and equitably towards the Grievant in effecting his termination from employment.
88. Ultimately, the termination of the Grievant's employment was unfair and unlawful.

### **Reliefs?**

89. As the Court has found that the termination of the Grievant's employment was not for a fair and valid reason, and that the Respondent did not act justly and equitably in effecting the said termination, the Court will award him compensatory damages equivalent to seven (7) months of his last gross salary.
90. The Grievant is further awarded the sum of Kshs 25,742/- being deductions effected from his July 2021 payslip on account of absenteeism. This is on the basis that the Respondent did not adduce any evidence to prove that the Grievant had been absent from duty for whatever period to justify the salary deduction.
91. The claim for notice pay is declined as the Court notes that the same was paid to the Grievant together with his terminal dues.
92. Similarly, the claim for overtime is denied as it is evident from the Grievant's pay slip that there is a component of overtime. This means that he was compensated for any period he may have worked beyond the statutory maximum.
93. The claim for house allowance also collapses as the Grievant's contract of employment expressly provides that his salary was consolidated. It is therefore presumed that this was inclusive of house allowance.



## Orders

94. The total sum of my consideration is that Judgment is entered against the Respondent in the following manner:
- a. A declaration that the termination of the Grievant's employment was unfair and unlawful.
  - b. The Grievant is awarded compensatory damages in the sum of Kshs 189,000.00 which sum is equivalent to seven (7) months of his last gross salary.
  - c. The Grievant is awarded the sum of Kshs 25,742.00 being the deduction effected from his salary as per his July 2021 pay slip.
  - d. The total award is Kshs 214,742.00.
  - e. Interest shall apply on the amount in (d) at court rates from the date of Judgment until payment in full.
  - f. The Respondent shall bear the costs of the suit.
  - g. The Respondent shall issue the Grievant with a Certificate of Service within 14 days from the date of Judgment.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 19<sup>TH</sup> DAY OF SEPTEMBER 2025.**

.....  
**STELLA RUTTO**

**JUDGE**

In the presence of:

Ms. Ochieng instructed by Mr. Onyony for the Claimant

Ms. Sirarwa instructed by Ms. Wataka for the Respondent

Millicent Court Assistant

Order

In view of the declaration of measures restricting court operations due to the Covid-19 pandemic and in light of the directions issued by His Lordship, the Chief Justice on 15<sup>th</sup> March 2020 and subsequent directions of 21<sup>st</sup> April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules, which requires that all judgments and rulings be pronounced in open court. In permitting this course, this court had been guided by Article 159(2)(d) of *the Constitution* which requires the court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of *the Constitution* and the provisions of Section 1B of the *Civil Procedure Act* (Chapter 21 of the Laws of Kenya) which impose on this court the duty of the court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

**STELLA RUTTO**

**JUDGE**

