



**Shamwata v Chairman Governing Council Kenya Water Institute (Employment and Labour Relations Cause 2637 of 2016) [2024] KEELRC 1899 (KLR) (18 July 2024) (Ruling)**

Neutral citation: [2024] KEELRC 1899 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
EMPLOYMENT AND LABOUR RELATIONS CAUSE 2637 OF 2016**

**AN MWAURE, J  
JULY 18, 2024**

**BETWEEN**

**JOSEPH ONGAYA SHAMWATA ..... PETITIONER**

**AND**

**THE CHAIRMAN GOVERNING COUNCIL KENYA WATER  
INSTITUTE ..... RESPONDENT**

**RULING**

1. The Court delivered its judgment hereto dated 16<sup>th</sup> February 2024. The court ordered the parties to work out any shortfall between 2012 to 2014 when Petitioner was transferred to the respondent's employment up to the time of termination of his contract.
2. The claimant says in his submission dated 17<sup>th</sup> May 2024 that the respondent omitted to calculate the underpayment of 2013 and 2014.
3. He also says he used a payslip of one Bernadette Maundu who was his colleague. It is not legal to compare yourself with another colleague even if you are on the same grade as each employee has his own specific terms. The claimant did not raise issues of his underpayment in the period he worked for the respondent. Even if employees deserve equal pay for same work in this case the petitioner has not established he equal contracts in his case and that of Bernadette.
4. The Court finds the tabulation by the respondent was from 2007 to 2014. The court finds the tabulation given by the respondent worked out at Kshs 929,303/- as accurate amount and the same is awarded to the claimant. So claimant is awarded Kshs 929,303/-.
5. There will be interest accruing from the date of this judgment till full payment on the awarded amount at Court rates. Court had already ordered that respondent would pay the costs of the suit.

Orders accordingly.



**DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 18<sup>TH</sup> DAY OF JULY, 2024.**

**ANNA NGIBUINI MWAURE**

**JUDGE**

**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 has 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 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.

A signed copy will be availed to each party upon payment of Court fees.

**ANNA NGIBUINI MWAURE**

**JUDGE**

