



Ngimor v County Government of West Pokot & 3 others (Miscellaneous Application E001 of 2024) [2025] KEELRC 2665 (KLR) (25 September 2025) (Ruling)

Neutral citation: [2025] KEELRC 2665 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KITALE
MISCELLANEOUS APPLICATION E001 OF 2024
MA ONYANGO, J
SEPTEMBER 25, 2025**

BETWEEN

TIMOTHY PTIYOS NGIMOR APPLICANT

AND

COUNTY GOVERNMENT OF WEST POKOT 1ST RESPONDENT

COUNTY SECRETARY, COUNTY GOVERNMENT OF WEST POKOT 2ND RESPONDENT

SECRETARY, COUNTY PUBLIC SERVICE BOARD WEST POKOT COUNTY 3RD RESPONDENT

PAYROLL OFFICER, WEST POKOT COUNTY GOVERNMENT 4TH RESPONDENT

RULING

1. The Applicant moved the court vide applications dated 12th June 2024 seeking orders that the decision of the Public Service Commission dated 21st February, 2024 be adopted and enforced as a judgment of this court and that the Respondents be compelled to pay the Applicant’s salary arrears and damages as assessed by the Public Service Commission as communicated vide the letter from the Public Service Commission dated 26th February, 2024.
2. In response to the applications, the Respondents filed a Replying affidavit sworn on 18th September 2024 by Jonathan Siwanyang, County Secretary who is also the 1st Respondent herein. The Respondents contended that they were dissatisfied with the decision of the Public Service Commission delivered on 13th March 2024 and had filed an application for review of the decision pursuant to section 88 of the Public Service Act as read together with Regulation No. 24 of the Public Service Commission (County Appeals Procedure) Regulations 2022.



3. The Respondents stated that their application for review was pending before the Public Service Commission for determination and therefore the Applicants had invoked the jurisdiction of this court prematurely. They prayed for the dismissal of the applications dated 14th June 2024 and 19th June 2024.
4. When the parties appeared before this court on 25th September, 2024 for the hearing of the application Mr. Magar, appearing for the Applicants informed the court that the PSC had ordered the Respondents to pay the Applicant herein for the term he had worked. Mr. Magar informed the court that the Applicant was employed on 1st May, 2020 and according to the PSC decision, his term ended with the term of the last Governor on 8th August, 2022.
5. Mr. Magar informed the court that the Respondents were in the process of making payment but had not received disbursement for the County Government for the immediate past 3 months.
6. Mr. Yego for the Applicant informed the court that the Applicant had computed the payments due to him at Kshs. 5,339,830 and sought confirmation if this was the amount the Respondents had computed.
7. In response Mr. Magar informed the court that the Respondents were admitting 3 months' salary for the term of service, 3 months salary as damages for wrongful withdrawal of salary and gratuity, these being what was awarded to the Applicant in the decision PSC.
8. The court thereafter recorded the following consent:
 - i. By consent of parties, Respondent to pay the Applicant in terms of the award of Public Service Commission dated 21st February, 2024 within 60 days.
 - ii. Mention on 27th November, 2024 to confirm compliance.
9. The suit was mentioned on 27th November, 2024 when Ms. Chebet holding brief for Mr. Yego informed the court thus:
 - i. On 5th September, 2024 the application was allowed by consent. However, the Applicant has not been paid.
10. In response Mr. Magal informed the court that the Respondents had cashflow issues which he urged the court to take judicial notice of.
11. On 29th January, 2025 when parties again appeared before the court Mr. Yego addressed the court as follows:
 - i. This matter for timothy has a consent we entered into on 25th September, 2024 adopting the award of PSC. It was a further term of the consent that the Respondents do pay the Applicant within 60 days However we did not agree on the figures. I do pray for an order on extent of the exact figure. I pray for order 3 on the figure be adopted as an order of this court and a decree do issue.
12. In response Mr. Magal stated that the application had already been compromised by consent, the amount due calculated and a voucher duly raised, which was pending payment.
13. The court then directed the Respondents to share a copy of the payment voucher with the Applicant.
14. There have been several mentions since then during which the Respondents have appraised the court about progress in the processing of the payment. It is noteworthy that the Applicant did not attend court on 24th March, 2025, 19th May, 2025, and 30th June, 2025.



15. When parties appeared before me in court on 23rd September, 2025, Mr. Magal informed the court that the payment voucher for the Applicant was sent to the Respondents' Finance Department but unfortunately there was a cut off date for payments at 13th July, 2025. He informed the court that he had raised a fresh payment voucher and would personally follow up to ensure payment.
16. Mr. Yego sought confirmation if the figure in the payment voucher was Kshs. 6,250,849.60 as per Applicant's tabulation to which Mr. Magal responded that the same was according to PSC award being salary from 1st May to 1st August, 2022.
17. In view of the misunderstanding between the parties on the actual payment due to the Applicant based of PSC award, the court decided to clarify the amount payable to the Applicant vide this ruling.
18. The award of PSC was as reproduced below:

The fact that his term of contract would not exceed the term of the County Government at the time was clearly stipulated in the contract at the time of signing. The commission cannot therefore step in and rewrite a contract, which the Appellant acknowledged and signed, whose terms he was bound by upon signing.

Based on the foregoing, the Applicant is entitled to the following according to PSC award:

- a. Salary and allowances as per last pay slip from 1st May, 2022 to 8th August, 2022;
 - b. 3 months' salary as damages based on gross pay as per section 49(1) of *Employment Act*;
 - c. Service gratuity according to employment contract;
 - d. Certificate of service.
 - e. Payments subject to taxation as per section 49(1) of *Employment Act*.
19. As already directed by the court, the Respondents are to issue a copy of payment vouchers to the Applicant with copy to court within 7 days.
 20. Mention to confirm compliance on 19th November, 2025.

DATED, DELIVERED AND SIGNED THIS 25TH DAY OF SEPTEMBER, 2025.

M. ONYANGO

JUDGE

