

REPUBLIC OF KENYA

IN THE EMPLOYMENT & LABOUR RELATIONS COURT AT NAIROBI

APPEAL NUMBER E101 OF 2024

ROYAL FIST SECURITY LIMITED.....APPELLANT

-VERSUS

PHILIP ANYOVA LUMULI.....RESPONDENT

*(Being an Appeal from the Judgment and Decree of the Hon. B.M. Cheloti (PM)
delivered on 1st March 2024 in Nairobi MCELRC Cause No. E1652 of 2021)*

CORAM

Before Lady Justice J.W.Keli

C/A Otieno

JUDGMENT

1. The Appellant herein, being dissatisfied with the Judgment and Decree of the Hon. B.M. Cheloti (PM) delivered on 1st March 2024 in Nairobi MCELRC Cause No. E1652 of 2021 between the parties filed a Memorandum of Appeal dated the 22nd of March 2024 seeking the following orders: -

a) The appeal be allowed.

- b) **The judgment entered as against the appellant on 1st March 2024 and consequential decree and orders issued thereon be set aside.**
- c) **The appellant be awarded the costs of this appeal and in the Chief Magistrate Court.**

GROUNDS OF THE APPEAL

2. The Honourable Magistrate erred in law and fact by entering judgement as against the Appellant as against the weight of the evidence on record.
3. The Honourable Magistrate erred in law and in fact by unduly and wholly relying on the evidence of the Respondent despite the contradictions and inadequacies thereof and failing to take into account and to consider the evidence adduced on behalf of the Appellant.
4. The Honourable Magistrate erred in law and in fact by holding that the Respondent was an employee of the Appellant and not a consultant.
5. The Honourable Magistrate erred in law and in fact in holding and finding that the Respondent was unlawfully terminated yet he was not an employee having rendered his services for two weeks only.

6. The Honourable Magistrate Respondent erred in law and in fact by holding that the Respondent was entitled to 6 months compensatory damages notwithstanding that the Respondent had only worked for two weeks at the Appellant's office.
7. The Honourable Magistrate erred in law and in fact by failing to consider that the Respondent had not provided any evidence supporting his averments of ill health warranting him not to report to work.
8. The Honourable Magistrate erred in law and in fact by failing to consider that the Respondent had not proved his assertion of having been employed as required in law.
9. The Honourable Magistrate erred in law and in fact by failing to consider the evidence produced by the Appellant that the Respondent ceased to provide his services out of his own volition after working for the two weeks only at the Appellant's office.
10. The Honourable Magistrate erred in law and in fact by failing to recognize that there was no evidence produced by the Respondent indicating that his consultancy services had been terminated by the Appellant.

BACKGROUND TO THE APPEAL

11. The Respondent filed a suit against the Appellant vide a statement of claim dated 17th September 2021 seeking the following orders: -

- a. A declaration that the Respondent's action in dismissing the Claimant from employment was unlawful and unfair.
- b. 12 months' salary compensation in lieu of notice as embodied in Section 49 of the Employment Act and other relevant provisions arising from the unlawful dismissal.
- c. General damages for unlawful summary dismissal.
- d. Costs of the suit.
- e. Interests in amount awarded at court rates.

(pages 36-38 of Appellant's ROA dated 4th June 2025).

14. The Respondent filed her Verifying Affidavit sworn on 17th September 2021, as well as his list of witnesses, witness statement, and list of documents together with the bundle of documents attached, all of even date (pages 39-51 of ROA).
15. The claim was opposed by the Appellant who entered appearance and filed a response to memorandum of claim, dated 8th December 2021 (pages 54-57 of ROA). They also filed a list of witnesses dated 18th January 2022, witness statement of Isaac Wafula Masoni of even date, and list of documents of even date with the bundle of documents attached (pages 58-73 of ROA).
16. The Respondent's case was heard on the 14th of July, 2023 with the Respondent testifying in the case. He relied on his filed witness statement as his evidence in chief, produced the documents attached to his list of documents, and was cross-examined by counsel for the Appellant Ms. Angeyo (pages 11-12 of ROA).

17. The Appellant's case was heard on the same day with the Appellant calling one witness, Isaac Masoni (DW1) to testify on its behalf. He relied on his filed witness statement as his evidence in chief, and produced the Appellant's documents. He was cross-examined by counsel for the claimant Ms. Wamosore (page 13 of ROA).
18. The parties took directions on filing of written submissions after the hearing. The parties complied.
19. The Trial Magistrate Court delivered its judgment on the 1st of March 2024 partially allowing the Claimant/Respondent's claim and awarding 6 months' salary as compensation for unfair termination (judgment at pages 5-8 of ROA).

DETERMINATION

20. The appeal was canvassed by way of written submissions. Both parties complied.

Issues for determination

21. In their submissions dated 23rd July 2025, the Appellant identified the following issues for determination, namely:-
- i. W
Whether the trial court erred in law and in fact by finding that the dismissal of the Respondent was wrongful and unfair;

ii. W
whether the award of 6 months' compensatory damages was justified in law and fact;

iii. W
whether the judgment of the trial court was based on a misapprehension of facts and the law;
and

iv. W
who is entitled costs of the appeal.

22. Conversely, the Respondent identified the following similar issues in his submissions dated 20th August 2025.

i. W
whether the trial court erred in law and in fact by finding that the termination of the Respondent was wrongful and unfair; and

ii. W
whether the award of 6 months' damages was justified in law and fact.

23. The court finds that the parties are in agreement on the issues for determination in the appeal are –

i. whether the trial court erred in law and in fact by finding that the termination of the Respondent was wrongful and unfair; W

ii. whether the award of 6 months' damages was justified in law and fact. W

Whether the trial court erred in law and in fact by finding that the termination of the Respondent was wrongful and unfair;

24. The grounds of appeal were-

- A. The Honourable Magistrate erred in law and in fact by entering judgement as against the Appellant as against the weight of the evidence on record.
- B. The Honourable Magistrate erred in law and in fact by unduly and wholly relying on the evidence of the Respondent despite the contradictions and inadequacies thereof and failing to take into account and to consider the evidence adduced on behalf of the Appellant.
- C. The Honourable Magistrate erred in law and in fact by holding that the Respondent was an employee of the Appellant and not a consultant.
- D. The Honourable Magistrate erred in law and in fact in holding and finding that the Respondent was unlawfully terminated yet he was not an employee having rendered his services for two weeks only.

The appellant's submissions

25. It is the Appellant's submission that there was never an employer-employee relationship between the parties herein. The Respondent was not an employee but a consultant who rendered his services to the Appellant for two weeks only and who then proceeded to cease provision of his services out of his own volition after working for the two weeks at the Appellant's office. The Respondent was not on the company payroll, had no designated roll that was integrated into the company's organizational structure, no statutory deductions were

made on his behalf, and neither was he subjected to the Appellant's company's employment policies and or supervision. In addition to this, the Appellant neither exercised control over how, when, nor where the Respondent executed his consultancy services. He had the autonomy of a service provider and was free to structure his work without day-to-day oversight and as such his consultancy was one that was a contract for service as held in the case of Christine Adot Lopeyio v Wycliffe Mwathi Pere [2013] eKLR. The Respondent further did not discharge his duty of burden of proof as per Section 47(5) of the Employment Act and we say so because, even though the Trial Magistrate faulted the Appellant for failing to produce its employee register, it is trite law that he who alleges must prove and the onus lied on the Respondent herein to produce any employment contract and or appointment letter to truly evidence that he was indeed an employee as he alleges, of which he failed to do so and this affirms the Appellant's position that he was never hired as an employee but a consultant. We place reliance on the case of Kenya Broadcasting Corporation v Geoffrey Wakio [2019] eKLR, where it was held that the absence of a written contract and employment terms weakened the claim for wrongful dismissal. It is the Appellant's submissions that the Respondent voluntarily ceased providing his consultancy services after two weeks, without notice and without following the formal disengagement procedures. Even then, the Respondent alleged to have fallen ill and as such could not offer his services, these allegations were never supported by any medical reports and or receipts for payments during the trial. All these are inconsistent with an employer-employee relationship, where proper disciplinary and or exit procedures would apply. His voluntary cease of operation goes to confirm that indeed his purported employment lacked the structure and permanence typical of employment. It is our submissions that by virtue of no employer-employee relationship

existing between the parties herein, the Trial Court erred in law and in fact by entering Judgment to the effect that the Respondent was wrongfully and unfairly dismissed from employment by the Appellant.

26. Whether the Judgment of the Trial Court was based on misapprehension of facts and the law?

-To address this issue, we shall proceed by elaborating three reasons on which the Trial Court wrongly assumed the existence of an employment relationship without critically evaluating the evidence and proceeded to base its Judgment on erroneous information. One, the Appellant's case was clear that the Respondent was engaged as a consultant and not as an employee. The Trial Court failed to apply the correct legal test to determine employment relationships as laid out in Ready Mixed Concrete (South East) Ltd v Minister of Pensions and National Insurance [1968] 2 QB 497 where it was held that an employment relationship requires control, mutuality of obligation, and personal service. Two, the Respondent left the engagement after only two weeks, without any evidence of termination or coercion. The Trial Court erred in awarding damages without any proof of wrongful dismissal and as was held in Kenya Power & Lighting Co. Ltd v Aggrey Lukorito Wasike (supra), whereby the burden lies with the claimant to establish they were unfairly or unlawfully terminated. In the absence of such proof, the court cannot presume dismissal and or award compensation. Further to this, the Respondent herein had fallen ill sometime on 25th February 2021 and he sent the Appellant a WhatsApp message explaining the same. Thereafter, on or about 22nd March 2021, when the Respondent sent the Appellant a WhatsApp message releasing himself from providing his consultancy services to the Appellant herein, citing his need to continue with his life and side hustles. Later on, sometime in September 2021 the Respondent institutes a

suit against the Appellant alleging unfair and wrongful termination and it is in this claim that he even alleges to have fallen ill on or about 26th March 2021 yet the WhatsApp produced evidence at the Trial Court indicated the contrary. messages as 17. Three, the award of six months' compensation was excessive and unsupported by law or fact. Section 49(1)(c) of the Employment Act empowers Courts to award compensation only where unfair termination is proved for employees, which was not the case here. The Court of Appeal in Kenya Ports Authority v Fadhil Juma Kisuwa [2017] eKLR reiterated that compensation under Section 49 must be based on proven unfair termination and consideration of factors such as length of service, conduct, and circumstances of separation between an employer and employee. It is our submissions that the Trial Court failed to consider all the discrepancies in the Respondent's case, failed to evaluate any of these statutory criteria, relied on assumptions rather than evidence and delivered Judgment that was based on a flawed understanding of the facts and misapplication of settled legal principles.

The Respondent's submissions

27. From the facts of the case, it was clear that the Respondent was employed as a General Manager of the Appellant at the time. Further he was granted the authority to communicate with clients as the general manager as evidenced by email communications, Handover Report and business cards issued to the Respondent with the position granted to him. Despite the Respondent not being issued with a contract of employment, it was agreed that the Respondent would work of Monday to Saturday. Naturally the Respondent would report to the Managing Director. The Respondent commenced work on 10th March, 2021 and he diligently carried out his duties until he fell ill on 26th March, 2021 and he decided to go to

hospital first then resume work. He informed the Managing Director who instantly terminated his duties. Therefore the main question is, was the Respondent an employee or a consultant? The Respondent avers that he was appointed as a general manager as agreed prior to him leaving his previous employment at an agreed salary of Kshs 60,000/-. Therefore, there was a Contract of service. 18. Contract of service as defined by the Employment Act Cap 226 means an agreement, whether oral or in writing, and whether expressed or implied, to employ or to serve as an employee for a period of time, and includes a contract of apprenticeship and indentured learnership but does not include a foreign contract of service to which Part XI of this Act applies; A consultant on the other hand works independently without supervision within his own days and hours. In this case a consultant is an independent contractor. We rely on the case of Kenya Pipeline Company Ltd v Ndegwa & Another [2023] KECA 226 (KLR), the Court of Appeal distinguished between an independent contractor and an employee, citing the South African case of Stein vs Rising Title Productions (2002) 23 ILJ 2017, which states as follows: “The main distinction between an employee (servant) and an independent contractor appears to lie in the fact that the former undertakes to render personal services to the employer, while the latter undertakes to perform a certain specified piece of work or to produce a certain specified result for the employer. Unlike an employee, an independent contractor is generally not subject to the control or the instructions of the employer as to the manner in which he or she performs the work or produces the result. Although the control test is an important factor in the enquiry, the crucial test, particularly in marginal cases, is whether or not the ‘dominant impression’ of the relationship is that of a contract of employment... The application of the dominant impression test thus requires a topological approach, according to which the right

of control is not an indispensable requirement of the contract of service, but one of a number of indicia, the combination of which may be decisive. Other indicia which have been identified in the South African case law are: the nature of the work; the existence or non-existence of a right of supervision on the part of the employer; the manner of payment (eg, whether the employee is paid a fixed rate or commission); the relative dependence or freedom of action of the employee in the performance of his or her duties; the employers power of dismissal; whether the employee is precluded from working for another, whether the employee is required to devote a particular amount of time to his or her work; whether the employee is obliged to perform his or her duties personally; the ownership of the working facilities and whether the employee provides his or her own tools and equipment; the place of work; the length of time of the employment; the intention of the parties, etc.” In reliance with the above cited case, the Respondent was subject to control by the Appellant and that is why when he was late to work on the day of termination, he had to inform his employer. Further the services rendered were personal to his employer. The Honourable court in its judgment stated that the onus was upon the appellant in this case to produce its employee register to support its assertion that the Respondent herein was a consultant. Further the Appellant herein did not oppose the handover report which clearly shows the tasks carried out by the Respondent while he carried out his duties as a general manager. As stated in Section 74 of the Employment Act, it was the responsibility of the Appellant herein to produce its employee register. . It is our humble submission that the Honourable court did not err in fact and in law by finding that there was an employer employee relationship between the parties. The next question is whether the termination was lawful and whether it followed procedure?

Our answer is no . The Respondent herein avers that he fell ill on 26th March, 2021 and he

informed his employer that he would pass by the hospital first and immediately, the Director of the Appellant informed him to go collect a cheque for the days worked and his services were not required. The honourable court did not err in finding that the Appellant herein did not adhere to the provisions of Section 41 and 45 of the Employment Act on the procedures of terminating the services of an employee. We rely on the case of GALGALO JARSO JILLO V AGRICULTURAL FINANCE CORPORATION [2021] eKLR whereby the honorable court stated "...section 45 of the Employment Act also requires the employer to prove that the employment was terminated in accordance with fair procedure. It is therefore not sufficient for purposes of determining the lawfulness of termination of employment for the employer to only show that he/she had valid reasons to support her decision. He/she must demonstrate that he/she complied with the procedural strictures set out under section 41 of the Act. The Appellant herein did not serve a show cause letter granting the Respondent herein an opportunity to defend himself and to produce medical records showing that indeed he had been in hospital. There was no fair hearing. It is our humble submission that the termination was unfair and unlawful.

Decision

28. Whether the claimant was an employee or consultant . The appellant contended he was a consultant while the respondent said he was an employee. The appellant submitted that the Respondent was not an employee but a consultant who rendered his services to the Appellant for two weeks only and who then proceeded to cease provision of his services out of his own volition after working for the two weeks at the Appellant's office. The Respondent was not on the company payroll, had no designated roll that was integrated into the company's

organizational structure, no statutory deductions were made on his behalf, and neither was he subjected to the Appellant's company's employment policies and or supervision. In addition to this, the Appellant neither exercised control over how, when, nor where the Respondent executed his consultancy services. He had the autonomy of a service provider and was free to structure his work without day-to-day oversight and as such his consultancy was one that was a contract for service as held in the case of Christine Adot Lopeyio v Wycliffe Mwathi Pere [2013] eKLR.

29. Conversely, the respondent submitted he was an employee engaged as a General Manager of the Appellant at the material time. Further, that he was granted the authority to communicate with clients as the General Manager as evidenced by email correspondence produced before the trial court, Handover Report and business cards issued to the Respondent on the position granted to him. That despite the Respondent not being issued with a contract of employment, it was agreed that the Respondent would work from Monday to Saturday. Naturally, the Respondent would report to the Managing Director. The respondent submitted that consultant, on the other hand, works independently without supervision within his own days and hours. In this case a consultant is an independent contractor and relied on the case of Kenya Pipeline Company Ltd v Ndegwa & Another [2023] KECA 226 (KLR), the Court of Appeal distinguished between an independent contractor and an employee, citing the South African case of Stein vs Rising Title Productions (2002) 23 ILJ 2017, which states as follows: "The main distinction between an employee (servant) and an independent contractor appears to lie in the fact that the former undertakes to render personal services to the

employer, while the latter undertakes to perform a certain specified piece of work or to produce a certain specified result for the employer. Unlike an employee, an independent contractor is generally not subject to the control or the instructions of the employer as to the manner in which he or she performs the work or produces the result. Although the control test is an important factor in the enquiry, the crucial test, particularly in marginal cases, is whether or not the 'dominant impression' of the relationship is that of a contract of employment... The application of the dominant impression test thus requires a topological approach, according to which the right of control is not an indispensable requirement of the contract of service, but one of a number of indicia, the combination of which may be decisive. Other indicia which have been identified in the South African case law are: the nature of the work; the existence or non-existence of a right of supervision on the part of the employer; the manner of payment (eg, whether the employee is paid a fixed rate or commission); the relative dependence or freedom of action of the employee in the performance of his or her duties; the employers power of dismissal; whether the employee is precluded from working for another, whether the employee is required to devote a particular amount of time to his or her work; whether the employee is obliged to perform his or her duties personally; the ownership of the working facilities and whether the employee provides his or her own tools and equipment; the place of work; the length of time of the employment; the intention of the parties, etc.”

30. The authorities cited by the parties are all relevant on the difference between a contract of service and a contract for services, the latter being a consultancy. The respondent had no contract of employment and relied on correspondence to prove employment. Having perused

the documents before the court and correspondence between the parties, I find that the appellant's witness stated they wanted to give the respondent a temporary contract, he was engaged in a manner employees are controlled including his time control as he had informed one Masoni (appellant's representative) when he was unwell and most important had a defined salary per month (see page 22). I find no basis to fault the trial court on finding that the respondent was an employee.

31. On whether there was unfair termination, the claimant produced WhatsApp communication between him and the boss, Mr. Masoni. The respondent asked to be discharged as the work was too much on email dated 22nd march 2021. The respondent stated, 'sorry to let you know am not able to meet your threshold on standards you expect and have set especially for the Avon Contract deployment and pressure it may elicit may be unhealthy for me. I will appreciate if you allow me/ release me continue with my life and side hustles'(page 25 of ROA).

32. On 26th March at 7.40 a.m., the respondent sent a WhatsApp text to Masoni (The boss) saying he was unwell, and this was admitted by RW1 at cross-examination. In response, Masoni asked for contact of recruits to which the respondent said he had sent on Gmail. Masoni then said he was disappointed and later same day at 13.49 pm told the respondent to a collect cheque for days worked. In response at 14.52, the respondent a responded. *'Thanks for discharging me as I had requested. Most appreciated.....'* (see page 22 and 23 of ROA). From the foregoing correspondence, the court established that the Respondent

worked for 16 days only and had expressed desire to terminate the employment due to pressure of work. However, Masoni (appellant's representative) terminated the respondent's services on reason of being absent from work which the Respondent had communicated as away on account of sickness. The court found there was no procedural fairness, and the reason for absconding was not proved, as the employee had communicated he was unwell in writing. Absconding implied that the respondent had no intention to return to work which was not the case here. If the employer doubted the claim of sickness, the law provides for the production of a medical certificate. The sickness was not doubted in this case. The termination was unfair.

Whether he was entitled to relief sought

The Appellant's submissions

33. Whether the award of 6 months' compensatory damages was justified in law and fact? Section 49 of the Employment Act provides for compensation only where a wrongful dismissal of an employee is proved. The Respondent does not qualify under the statutory definition of "employee" in Section 2 of the Act. The Respondent voluntarily ceased providing his consultancy services after two weeks, without any formal communication and without following the proper channels for formal disengagement of services. In fact, it was the Appellant who was left stranded and in dire need of the consultancy services offered by the Respondent as the Respondent's sudden cessation of services was unforeseen and uncommunicated prior. The Appellant's company never subjected the Respondent to the company's employment policies and or supervision and never did the Appellant purportedly

end the need for the Respondent's consultancy services. We place reliance on the case of Kenya Power & Lighting Co. Ltd v Aggrey Lukorito Wasike [2017] eKLR where the court held that termination must be proven with cogent evidence. It is our submissions that it is evident that the Respondent's departure was voluntary, no communication of termination was issued by the Appellant and no dismissal-wrongful or otherwise took place. Furthermore, the Respondent was never an employee of the Appellant and as such, he is not entitled to any compensatory damages. Furthermore, the Respondent never provided any evidence of loss of income, emotional distress, and or opportunity cost that would justify the compensation awarded and the Trial Court failed to properly interrogate the nature of the engagement and without proof of employment and or dismissal, the compensatory award was speculative and legally unfounded.

Respondent's submission

34. In determining whether the Respondent's award for 6 months' salary as damages for unfair termination, we rely on the case of Tibbs Vincent Robert v SGS Kenya Limited [2022] eKLR whereby the court stated "The Claimant had worked for the Respondent from 1st January 2013 to 30th September 2020, when the Respondent terminated his contract. He worked for 7 years, and 8 months. His record was clean. There are no letters of warning. His role had been expanded to include Tanzania. There are no adverse records on performance and discipline. His responsibilities were regional. His docket was specialized. He did not play a part, in the decision to terminate his contract. The contract was term-indefinite and the Claimant expected to go on working, were it not for the decision to by the Respondent, to

terminate his contract prematurely. He was paid nothing on termination. The Respondent Witness told the Court that it did not intend to terminate his contract, that his services were still needed in winding up the project. As a Regional Manager, it was open to the Head Office to offer the Claimant alternative role, regionally or at the Head Office. Instead, the Claimant was left to his own devices in foreign territory. He merits and is awarded maximum compensation for unfair termination allowable under the Employment Act, equivalent of his 12 months' gross salary at Kshs. 26,353,452" We further rely on the case of Chete v Kamale Youth Polytechnic & another (Cause 932 of 2017) [2025] KEELRC 2352 (KLR) (31 July 2025) (Judgment) whereby the court stated "The Claimant further sought compensation to the extent of twelve months' gross salary for the unfair termination of his employment. Section 49[1][c] bestows upon this Court the power to grant a compensatory award in favour of an employee who has successfully assailed the termination of his or her employment on account of it being unfair. However, it should be noted that the power is exercised at the Court's discretion. An award or denial of the same is dependent on the justice of each case. I have carefully considered the circumstances of this matter; that the termination of the Claimant was without any expressed and proved reason; the fact that the termination was procedurally and substantively unfair; the fact that there is no evidence demonstrating that the Claimant induced the termination in any manner, and the length of his service with the 1st Respondent, and conclude that he is entitled to the compensatory relief, to the extent of 6 months' gross salary, Kshs. 48,000. In the present case, the Honourable court exercised its discretion dependent on the justice of the case. The circumstances of this matter are that, the Appellant herein convinced the Respondent to leave his current job for a general manager position with the Appellant. Within 2 weeks of diligently working for the Appellant, the

respondent was terminated for the reason that he fell ill and decided to get treatment first before going to work that day. There was no substantial reason for termination and the same was at no fault of the Respondent. It is our humble submission that the honourable court did not err in law and, in fact, awarding the Respondent 6 months' salary as damages for unfair termination.

Decision

35. The court, on finding unfair termination, is to apply the factors under section 49(4) of the Employment Act. There was no demonstration by the trial court of the basis of the award of 6 months' salary as compensation for the unfair termination.

36. The claimant had on 22nd March 2021 expressed desire to leave the engagement on account of being unable to cope with the work. On 26th March 2021 he was absent on account of having told the employer he was unwell. He worked for 16 days. He was employed at the time of the hearing. The court finds the award of 6 months was excessive and unjustified in the circumstances and the same is set aside and substituted with one month's compensation.

In conclusion

37. The appeal is allowed. The Judgment and Decree of the Hon. B.M. Cheloti (PM) delivered on 1st March 2024 in Nairobi MCELRC Cause No. E1652 of 2021 is set aside and substituted as follows-

Judgment is entered for the claimant against the respondent for compensation for unfair termination for 1 month's salary plus costs of the suit and interest at court rate from judgment date.

38. The appeal was partially successful. I order each party to bear own costs in the appeal.

39. It is so Ordered.

**DATED, SIGNED, AND DELIVERED IN OPEN COURT AT NAIROBI THIS 13TH DAY
OF NOVEMBER , 2025.**

J.W. KELI,

JUDGE.

IN THE PRESENCE OF:

Court Assistant: Otieno

Appellant – Ms. Otieno h/b for Anyango Opiyo

Respondent – Ms. Wamukore