

REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT
AT ELDORET

CAUSE NO. E010 OF 2024

(Before Hon. Lady Justice Maureen Onyango)

JULIET JEPLETING KAPTINGEI..... CLAIMANT

VERSUS

VISION FUND KENYA

LIMITEDRESPONDENT

JUDGMENT

1. Vide a Statement of Claim dated 4th April 2024, the Claimant avers that the Respondent unfairly terminated her employment.
2. It is the Claimant's case that she was employed by the Respondent as a Credit Intern from 12th April 2022 to 31st March 2023, then as a Relationship Officer from 1st April 2023 and that she was a Customer Service Assistant at the time of termination of her employment. Her last monthly salary was Kshs 33,636.
3. The Claimant contended that she served the Respondent dedicatedly and without any warning in her employment records until the date of her unfair termination from service

by the Respondent on 11th January 2024 without any lawful reason.

4. The Claimant avers that despite being issued with show cause notice on obtaining money from a client, she was never given a decision and instead was unfairly issued with another show cause letter dated 2nd January 2024.
5. She contends that the termination was unfair, unprocedural and unlawful as the Respondent did not share any material or evidence with the Claimant for interrogation and response. Further, that the reason given was unfounded in law.
6. The Claimant maintained that her dismissal was illegal, unfair and unlawful as it violated the provisions of sections 41(1), 44(4), 45(2) and 43 of the Employment Act.
7. The Claimant prays for the following reliefs:
 - (i) A declaration that the termination of Claimant's employment on account of misconduct was malicious, unlawful, unfair, unprocedural and a fundamental violation of the rights of the Claimant.
 - (ii) The sum of Kshs. 615,641 /= as set out herein below.

Calculations

i.	Unpaid salary and accrued pension	Kshs
	156,510	
ii.	One month pay in leu of notice	Kshs 38,681
iii.	12 months compensation for unfair termination	Kshs 403,632
iv.	Service pay	Kshs 16,818
	Total	Total.....Kshs.
	615,641/=	

8. The Respondent filed a Memorandum of Response dated 19th June 2024 in which it asserted that the Claimant's termination was lawful and fair, contending that there existed a compelling reason for the dismissal and that due process was duly followed.
9. The Respondent states that further investigations unearthed additional charges, prompting the issuance of a second show cause letter dated 2nd January 2024, to which the Claimant duly responded.
10. The Respondent maintains that it had a valid and fair reason to summarily dismiss the Claimant, alleging that she processed a loan using the personal details of a purported guarantor who was not aware of, nor had consented to the transaction.

11. It is the Respondent's contention that after the Claimant gave her response to the show cause letters and further defended herself during the disciplinary hearing, it was established that the Claimant had fundamentally breached the terms of her contract which amounted to gross misconduct and she was therefore summarily dismissed.
12. The Respondent prays that the claim be dismissed with costs.

The Evidence

13. At the hearing of the Claim, the Claimant testified on her own behalf, while the Respondent called two witnesses.
14. The Claimant adopted her witness statement as her evidence in chief and relied on the documents filed in support of her case.
15. In her testimony, the Claimant stated that she was issued with a notice to show cause, which she responded to and was thereafter invited to a disciplinary hearing. She maintained that the decision to dismiss her was not justified and that she was not afforded an opportunity to appeal.
16. The Claimant maintained that the initial accusation was that she had persuaded a client to share a loan with her, which

she denied. That at the disciplinary hearing, the questions focused on guarantors, an issue she claimed had not been raised in the show cause letter yet she was not given adequate opportunity to explain. She added that she was accused of calling a client to notify them of a visit, which she asserted was part of her job description.

17. The Claimant further denied allegations of forging guarantor documents, improperly awarding a higher loan, collecting cash from clients against policy, taking money from a client's relative, coercing a client to sell maize to repay a loan, processing a loan for a "ghost client," and using an old guarantor to approve a loan.
18. It was her testimony that the call centre verifies both borrower and guarantor details before disbursement, and that loan approval is the responsibility of the credit committee, not her. She maintained that she merely presented forms to the committee, which then verified details and either rejected or approved the loan. The Claimant insisted that she could not award a client a loan beyond their ability.

19. She added that staff were at times permitted to collect money from loan defaulters, and that the demand letter she left with a client's child was sealed.
20. The Claimant testified that she was not paid her salary and was not cleared upon leaving employment. She stated that she was asked to sign blank documents before her dues could be confirmed which she declined.
21. During cross-examination, the Claimant stated that the show cause letter accused her of persuading a client to give her Kshs. 40,000 out of an Kshs. 80,000 loan. She confirmed responding to the letter and receiving a suspension letter dated 21st December 2023 after the first disciplinary meeting.
22. She testified that she attended the first disciplinary hearing and was thereafter issued with a second show cause letter. She was heard again following the second letter. Both disciplinary hearings were conducted virtually. The allegations levelled against her were read out to her and she was allowed to respond, and to call a witness. It was her evidence that she was issued the dismissal letter the next day after the disciplinary hearing.

23. The Claimant stated that she was not given directions on how to appeal to the CEO. She testified that no video recording was played to her during the disciplinary hearing. She confirmed that she submitted loan application forms for approval, which were completed by clients and guarantors. She conceded that the forms at page 136 of the Respondent's bundle bore her signature.
24. Regarding allegations that she handed documents to a client's children, she stated that the children in question were above 18 years of age.
25. On re-examination, the Claimant stated that her payslips reflected compulsory deductions towards a pension scheme and the Respondent's welfare fund, which she now seeks to have refunded.
26. Kennedy Ouma, the Respondent's Human Resource Officer, testified as RW1. He adopted his witness statement dated 31st October 2024 as his evidence in chief and relied on the Respondent's documents as his evidence. He testified that the Claimant was heard by the disciplinary committee and did not raise any objection regarding its composition or request to cross-examine the client she was accused of defrauding. RW1 stated that the Respondent began

investigating the Claimant's portfolio after a client, one R.T. submitted a handwritten note indicating that she had shared her loan with the Claimant, which prompted the disciplinary process.

27. RW1 further testified that the Claimant did not exercise her right of appeal under the Respondent's manual, which is accessible to all staff.
28. On the claim for unpaid salaries, RW1 stated that although the Claimant alleged non-payment for October, November, and December salaries, the payslips she herself filed show that the salaries for those months were paid.
29. In cross-examination, he stated that the Claimant last worked in January and accessed her January payslip through the system. He further testified that the guarantor forms for the second loan were disputed by the guarantors, who complained that the forms had been used without their consent.
30. Referring to the statement by R.T., RW1 stated that the second loan of Kshs 80,000 was disbursed around February 2023 and the Claimant allegedly received Kshs. 40,000 while the client received the remaining Kshs. 40,000. He stated that disbursement was done through M-Pesa and not in cash.

31. On re-examination, RW1 stated that the Claimant is entitled to pension once she completes the clearance process.
32. Samuel Sayioli, the Respondent's Internal Auditor, testified as RW2. He adopted his witness statement dated 31st October 2024 as his evidence. He testified that the handwritten note by R.T. was recorded in his presence.
33. During cross-examination, RW2 stated that he was tasked with conducting investigations into the Claimant's portfolio following a phone complaint from the client. He confirmed that his findings are contained in the investigation report, and that issues relating to guarantors arose after the report was compiled.

Claimant's Submissions

34. In her submissions dated 15th January 2025, the Claimant identified the issues for determination to be:-
 - i. Whether the Claimant was unlawfully, unprocedural and unfairly terminated from employment by the respondent
 - ii. Whether the reason given by the respondent for termination of the claimant amounts to a fair reason.

- iii. Whether the Claimant is entitled to compensation for unlawful, unprocedural and unfair termination from the employment as prayed for in this statement of claim;
 - iv. Whether the claimant is entitled to an award of a certificate of service
 - v. Who should pay costs and interests of the suit?
35. On the first issue, the Claimant submitted that her termination was unfair and unlawful as it was effected without a valid reason and without adherence to fair procedure.
36. The Claimant argued that the first show cause letter dated 23rd November 2023 accused her of fraud and that she responded truthfully to the allegations through her letter dated 24th November 2023, that since the Respondent did not address her response in its decision, it should be inferred that she was effectively cleared of those allegations.
37. The Claimant further submitted that she was issued with a second show cause letter dated 2nd January 2024 raising issues relating to guarantors which she responded to on 4th January 2024 and the disciplinary hearing took place on 10th January 2024.

38. The Claimant argued that the proceedings did not disclose any supporting evidence or investigative report. She added that the initial investigation report dated 20th January 2023 made no reference to guarantor issues. She submitted that she was denied access to any evidence against her and therefore deprived of the opportunity to interrogate it, rendering the disciplinary process unfair.
39. It is the Claimant's submission that the Respondent breached its own HR Manual by issuing two show cause letters and a suspension letter contrary to Part B of the Respondent's manual on disciplinary procedure
40. The Claimant argued that the Respondent failed to justify or provide any basis for holding her liable for forgery, yet relied on that allegation to summarily dismiss her.
41. She submitted that the loan application forms produced by the Respondent show that all guarantors signed the forms, which were also witnessed by the area chief. She asserted that the forms were further approved by five members of staff and signed by the branch manager in accordance with Chapter 4 of the Credit Manual.
42. According to the Claimant, the Respondent's witnesses did not challenge the correctness of the forms and admitted that

they met the requirements of the loan processing regulations. The Claimant submitted that the guarantors willingly provided their personal details and supporting documents including ID copies, KRA PINs and passport-sized photographs and that they signed the documents voluntarily.

43. The Claimant maintained that no evidence was placed before either the disciplinary committee or this Court to substantiate the allegations, and no guarantor was called to formally testify or lodge a complaint. She argued that the allegations therefore remain unsubstantiated, contrary to Section 43(1) of the Employment Act.
44. The Claimant further submitted that the Respondent engaged in a “fishing expedition” during the disciplinary process and never communicated the outcome of the initial show cause letter. She relied on the decision in **George Musamali v G4S Security Services Kenya Ltd [2016] eKLR**.
45. In the end, the Claimant submitted that she is entitled to notice pay and compensation for unfair termination under Section 49(1) of the Employment Act.

46. She submitted that under her employment contract dated 30th March 2023 she was entitled to one month's salary in lieu of notice pursuant to Section 35(1)(c) of the Act.
47. On her claim for 12 months compensation for unfair termination, the Claimant submitted that she had served the Respondent for two years with exemplary service, rising from intern to relations officer and finally to customer service assistant. For these reasons she prayed for 12 months' salary as compensation, amounting to Kshs. 403,632
48. On the claim for unpaid salary and accrued pension, the Claimant submitted that she is entitled to Kshs. 156,510 as unpaid salary, as her salary was stopped from October 2023 despite her remaining in employment until January 2024. She argued that the suspension letter confirmed she was still an employee and entitled to full benefits.
49. On service pay, the Claimant conceded that the claim is not merited as she was an NSSF contributor.
50. On house allowance, the Claimant submitted that she is entitled to the same as she was neither housed by the Respondent nor paid a house allowance, contrary to Section 31 of the Employment Act.

51. The Claimant prayed for orders as sought in the claim.

Respondent's Submissions

52. The Respondent in its submissions dated 28th January 2025 framed the issues for determination to be:-

i. Whether the Claimant was wrongfully, unfairly and unlawfully terminated from employment

ii. Whether the Claimant is entitled to the reliefs sought

53. On the first issue, the Respondent submitted that it complied with the requirements of procedural fairness by issuing the Claimant with a first notice to show cause dated 23rd November 2023, to which she responded. It is submitted that further investigations unearthed new evidence of fraudulent dealings as a result of which the Claimant was issued with a second show cause letter dated 2nd January 2024. That she responded and thereafter attended a disciplinary hearing on 11th January 2024 after which she was issued with a dismissal letter outlining the reasons for termination.

54. The Respondent submitted that in undertaking the disciplinary process, it acted in full compliance with the Employment Act and the principles of natural justice.

55. On substantive fairness, the Respondent argued that the termination of the Claimant's employment was grounded on valid and justifiable reasons as required under Section 43 of the Employment Act.
56. The Respondent submitted that the Claimant processed a loan of Kshs. 80,000 using guarantor details that were falsely and fraudulently obtained without the consent of the purported guarantors. Further, that the Claimant persuaded the client to share the loan proceeds, receiving Kshs. 40,000 in cash.
57. The Respondent submitted that during the disciplinary proceedings, it emerged that a client had lodged a written complaint on loan sharing dated 8th November 2023 which was confirmed during investigations as the Client wrote a handwritten note which was produced by the Respondent. The Respondent contended that the Claimant did not dispute the authenticity of the handwritten note, nor did she deny knowing the client or processing her loan. On this basis, the Respondent maintained that the findings of the investigations and the evidence adduced at the disciplinary hearing justified the Claimant's termination as a means of protecting its legitimate business interests. Reliance was

placed on the decision of ***Nahashon Muriithi Wambugu v Teachers Service Commission [2016] eKLR.***

58. The Respondent maintained that it acted reasonably in dismissing the Claimant, noting that there was no reason to disbelieve its client, who had no personal vendetta against the Claimant. It further submitted that no employer in the credit business could reasonably retain an employee who persuades clients to apply for loans and then demands a share of the proceeds.
59. On whether the Claimant is entitled to the reliefs sought, the Respondent submitted that the Claimant has failed to prove that her termination was unfair either in substance or procedure and therefore compensation is not available to her.
60. On the claim for notice pay, the Respondent submitted that the Claimant is not entitled to one month's salary in lieu of notice as she was lawfully summarily dismissed.
61. Regarding the claim for service pay, the Respondent submitted that the Claimant is not entitled to the same as she was a registered member of Enwell Pension Scheme and also contributed to NSSF.

62. On the claim for unpaid salaries, the Respondent submitted that the Claimant had been fully paid, noting that she herself produced payslips for October, November and December 2023 and is therefore not entitled to the same.
63. In conclusion, the Respondent argued that the Claimant had failed to prove her case and urged the Court to dismiss the claim with costs.

Analysis and Determination

64. From the pleadings on record, the evidence of the parties and the submissions filed, the issues that arise for determination in this case are : -
- i. Whether the termination of the Claimant's employment was justified.
 - ii. Whether the procedure followed was in accordance with the Employment Act.
 - iii. Whether the reliefs sought are merited

Whether the termination of the Claimant's employment was justified.

65. Under Section 43 of the Employment Act, the burden rests on the employer to demonstrate the reasons for termination, while Section 45 requires that such reasons be valid and fair.
66. The Claimant was summarily dismissed from employment on account of forgery. Prior to her dismissal from employment, the Claimant was served with the first show cause letter dated 23rd November 2023 reproduced hereunder:-

23rd November 2023

Julia Jepleting

Phone Number xxxxxxxxxx

VFK-Eldoret Branch

Dear Julia,

SHOW CAUSE LETTER

Reference is made to the fraud investigation in Eldoret Branch which was conducted in the last 2 weeks and the report revealed the follows:

- i. That you obtained a loan of Kshs. 40,000/ through a client. That when a client received a loan of Kshs. 80,000, you persuaded her to share Kshs 40,000/ with you.*

- ii. *That you collected Kshs.2,600/ from a group, that the group had been giving you Kshs. 200/ during the monthly group meetings for the last 13 months to cater for your transport.*
- iii. *That you collected Kshs.9000/ and you also collected 20Kgs of maize worth Kshs.1,400/ from the brother to the client.*

Kindly explain and show cause why disciplinary action should not be taken against you. Please respond within 24 hours.

Signed

Joyce Ogutu

People & Culture

- 67. The Claimant responded to the above show cause letter vide a letter dated 24th November 2023 and was subsequently invited to a virtual disciplinary hearing.
- 68. The Respondent then issued a second show cause letter dated 2nd January 2024 indicating that further internal investigations had been conducted into the matter. It read:-

Julia Jepleting

IDxxxxxxxxxx

VFK-Eldoret Branch

Dear Julia,

SHOW CAUSE LETTER

Reference is made to the investigation done on your portfolio which revealed that you conducted fraudulent activities regarding the following allegations that:-

- i. That you obtained a loan of Kshs. 40,000/- through a client. That when a client received a loan of Kshs. 80,000/- you persuaded her to share Kshs 40,000/ with you.*

Having responded to the same during the last disciplinary meeting, the committee needs a further explanation on the following accounts;

- 1. Why you decided to source guarantors for the loan in question above by yourself?*
- 2. Why you awarded a higher loan to the client despite the advice from one of the guarantors that their colleague cannot afford large amounts? (previous loan).*

3. Why you called the client in arrears before a team's visit, contradicting your statement that the client used to escape whenever she knew you would visit for collection?

Kindly explain and show cause why disciplinary action should not be taken against you. Please respond within 24 hours.

Signed

Joyce Ogutu

People & Culture Director

69. The Claimant again responded and attended a subsequent disciplinary hearing on 10th January 2024. The Claimant was thereafter summarily dismissed through a letter dated 11th January 2024 on the ground of forgery. The dismissal letter reads:-

11th January 2024

Ms. Julia Jepleting Kaptin'ei

ID:21258332

VisionFund Kenya

Eldoret Office

Dear Julia,

RE: SUMMARY DISMISSAL

As you are well aware, Vision Fund Kenya Ltd is a Christian organization and the conduct of all staff members is expected to be exemplary and of the highest integrity and standards. You know that you are always required to discharge your duties with strict adherence to VisionFund Kenya's policies and procedures while upholding its values and performance expectations.

On or around September 2023 you requested to be given lighter duties on medical grounds.

Your request was allowed and you agreed to be transferred to our Kapsabet branch where an opportunity for lighter duties was available. In this regard, you were issued with a relocation letter dated 2nd September, 2023 outlining that your transfer would be effective on 1st October, 2023.

We note that as part of company policy you were required to handover your portfolio and clients to your Manager at Eldoret branch. Notably, during the handover a suspected fraud was detected and reported by the Branch Manager. Consequently, a decision to withhold your salary and transfer

was made to allow room for investigations. Thereafter, the audit team conducted thorough investigations between 7th - 17th Nov 2023 which resulted in a Notice to Show Cause that was issued on 23rd Nov, 2023.

You were invited for a disciplinary hearing on 14th Dec, 2023 where you disputed all the allegations. Afterwards, the disciplinary committee noted new evidence and a decision to suspend you while conducting further investigations was made.

On 2nd Jan, 2024 a further Notice to Show Cause was issued to you and you were summoned for further disciplinary hearing through Microsoft Teams on 10th January 2024. The following allegations were brought to your attention:

- i. That you obtained a loan share of Kes. 40,000/- through a client (client ID No. 2997179). i.e, you influenced a client to apply for a loan amount of Kes.80,000/- and persuaded her to share Kes. 40,000/- with you in cash.*
- ii. You committed forgery and processed the above-mentioned loan application of Kes.80,000/= with guarantor details that were falsely and fraudulently obtained without the consent and or knowledge of the*

alleged guarantors .i.e you used details of previous loan guarantors to authorize and guarantee the loan of Kes.80,000/= without their knowledge or consent.

We note that during the disciplinary hearing, you denied the allegations, however, overwhelming evidence was produced confirming the alleged guarantors did not recognize and or approve the loan amount in question. Consequently, establishing forgery on you part.

Your actions have fundamentally breached the terms of your contract of service and the company's policies. This kind of behavior amounts to gross misconduct, which automatically and legally warrants a summary dismissal in accordance with Section 43(2) of the Employment Act Cap 226 Laws of Kenya. You are therefore summarily dismissed from VisionFund Kenya Limited with immediate effect.

You are hereby informed that you are not allowed to transact any business of whatsoever nature on behalf of VisionFund Kenya Ltd, its related companies, staff or clients.

VisionFund Kenya will pay you up to the last day you worked. For the avoidance of doubt the company will pay your salary up to 21st December, 2023 being the last day that you work

before you proceeded for suspension with no pay. The foregoing amount totals to Kes. 94,862.11/=

You will be expected to clear yourself of any liabilities by filling in the clearance form before your final dues are released to you.

Please return all company assets/ property in your possession to your supervisor.

Yours faithfully,

For and on behalf of VisionFund Kenya Ltd

Signed

Reuben Mwaura

Chief Executive Officer.

70. The Claimant contended that the reasons given for her dismissal were not justified as several accusations were raised at different stages thereby failing to meet the statutory threshold for substantive fairness.
71. The first show cause letter raised concerns regarding the Claimant's handling of customer transactions and adherence to operational procedures. Following her written response and the initial virtual disciplinary hearing, the Respondent

undertook further internal investigations, prompting the issuance of the second show cause letter on 2nd January 2024, in which the Respondent set out additional findings arising from further investigations of the matter.

72. It is my view that the issuance of a second show cause letter in these circumstances did not render the process irregular. Where further investigations reveal additional evidence or require clarification, an employer is entitled to re-engage the employee for further explanation before a final decision is made. This approach accords with fair administrative action, as it reflects an effort to ensure that the employee responds to all material findings prior to a decision being made about termination.
73. The reasons advanced for the dismissal of the Claimant were justified. The Respondent presented evidence demonstrating that the Claimant had allegedly processed a loan using guarantor details without consent and received part of the proceeds. The Claimant did not successfully refute the findings of the investigations nor provide sufficient evidence to contradict the Respondent's case.
74. The Respondent therefore acted on reasonable grounds, genuinely believed to exist at the time to dismiss the

Claimant for gross misconduct in accordance with Section 43(2) of the Employment Act.

75. On the second issue regarding procedural fairness, Section 41 of the Employment Act provides: -

“Subject to section 42 (1), an employer shall, before terminating the employment of an employee, on the grounds of misconduct, poor performance or physical incapacity explain to the employee, in a language the employee understands, the reason for which the employer is considering termination and the employee shall be entitled to have another employee or a shop floor union representative of his choice present during this explanation.”

76. The Claimant was issued with two separate show cause letters, responded to both, and attended virtual disciplinary hearings where she was allowed to respond to the allegations and to call a witness. The Claimant did not object at the disciplinary hearing to the composition of the disciplinary committee and did not request cross-examination of the complaining client. RW1 gave evidence that the Respondent’s disciplinary manual was available to staff and that the Claimant did not pursue an internal appeal.

77. On the evidence I find that the Respondent afforded the Claimant the fundamental elements of procedural fairness. The dismissal was therefore procedurally fair.

Whether the reliefs sought are merited?

78. Although the Court has found that the summary dismissal of the Claimant was substantively and procedurally fair, it is settled law that even when an employee is summarily dismissed, they remain entitled to terminal benefits accrued up to the date of termination. The Claimant prayed for several orders which I consider below:

- i. *A declaration that the Claimant's termination from employment was unlawful, unprocedural and unfair and in the circumstance the claimant is entitled to compensation as prayed for.*

The Claimant sought a declaration that her termination was unlawful, unprocedural, and unfair. Having determined above that the termination of the Claimant's employment was substantively and procedurally fair, this prayer is declined.

- ii. *Unpaid salary and accrued pension*

The Claimant seeks payment of unpaid salary and accrued pension, though she did not specify the exact period in her claim. From the evidence, it appears that the unpaid salary relates to the period from October to December 2023 and January 2024. She annexed pay slips for November and December 2023. The Respondent's witness RW1, testified that the Claimant was paid her January 2024 salary. During cross-examination, the Claimant admitted receipt of her salaries.

As for pension, this Court notes that there are statutory bodies tasked with overseeing retirement benefits, including the National Social Security Fund (NSSF) and registered occupational pension schemes. The Claimant is a registered contributor to both NSSF and the Respondent's pension scheme. The Respondent's witnesses testified that the Claimant is entitled to her pension benefits once she clears with the organization by returning all assets in her possession. Accordingly, the Court finds that any pension entitlements are subject to compliance with the statutory scheme and the Respondent's internal clearance requirements.

This prayer is therefore declined

iii. *One month's pay in lieu of notice*

The Claimant was summarily dismissed for gross misconduct. Having found the dismissal substantively and procedurally fair, the Claimant is not entitled to payment in lieu of notice. The claim for one month's pay in lieu of notice (Kshs. 38,681) is therefore dismissed.

iv. *Compensation for unfair termination*

Section 49(1) of the Employment Act provides that an employee unfairly dismissed is entitled to compensation. The Court has found that the termination was lawful; therefore, no compensation for unfair termination is awarded.

v. *Service pay*

The Claimant, in her submissions, conceded that she is not entitled to service pay. Accordingly, this claim is dismissed.

vi. *A certificate of service as per section 51 of the Employment Act.*

Pursuant to Section 51 of the Employment Act, the Claimant is entitled to a certificate of service.

79. In the upshot, the Court makes the following orders:
- i. The Claimant's claim is dismissed.
 - ii. The Respondent is directed to issue the Claimant with a certificate of service
 - iii. Each party will bear its own costs.
80. Orders accordingly.

**DATED, SIGNED AND DELIVERED VIRTUALLY ON
THIS 27TH DAY OF NOVEMBER, 2025**

**MAUREEN ONYANGO
JUDGE**