



**Kenya Union of Commercial Food & Allied Workers v Dhabiti
Sacco Society Limited (Miscellaneous Application E003 of 2024)
[2025] KEELRC 3498 (KLR) (2 December 2025) (Ruling)**

Neutral citation: [2025] KEELRC 3498 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MERU
MISCELLANEOUS APPLICATION E003 OF 2024
L NDOLO, J
DECEMBER 2, 2025**

**BETWEEN
KENYA UNION OF COMMERCIAL FOOD & ALLIED WORKERS CLAIMANT
AND
DHABITI SACCO SOCIETY LIMITED RESPONDENT**

RULING

1. What falls for determination is the Notice of Motion dated 24th June 2025, by which the Respondent seeks review and variation of the orders issued on 30th May 2025.
2. The orders of 30th May 2025, issued by Makau J, required the Respondent to deposit the sum of Kshs. 2,000,000 as a condition for stay of execution of an award made on 22nd October 2024.
3. The Respondent contends that the impugned order was made under a clear error apparent on the record, since the Claimant and the Grievant had, on 19th July 2024, been paid the full decretal sum of Kshs. 2,072,891.20.
4. The Respondent further contends that the claimed interest of Kshs. 419,270 is inapplicable and unjustifiable given that the decretal sum had been discharged in full, and no delay had occurred to warrant interest.
5. The Respondent accuses the Claimant of failure to disclose crucial facts regarding the settlement process through the Insurance Company and the County Occupational Safety and Health Office.
6. The Motion is supported by an affidavit sworn by the Respondent's Chief Executive Officer, Titus Munjuri and is based on the following grounds:
 - a. That the orders issued on 30th May 2025 required the Respondent to deposit Kshs. 2,000,000 within 21 days, in default of which the interim stay would automatically lapse;



- b. That the said order was issued in error on the record as the Court failed to appreciate the fact that the Grievant had already been paid Kshs. 2,072,891.20 way before the judgment was delivered in October 2024;
 - c. That the only outstanding issue before the Court is on the interest payable which the Respondent is contesting;
 - d. That it is not practically sound to require a deposit of Kshs. 2,000,000 when the Grievant has already received an equal amount;
 - e. That the Respondent, on 23rd June 2023, relying on the erroneous order, instructed Auctioneers, who visited the Respondent's premises for execution;
 - f. That the apparent error threatened to cripple the operations of the Respondent;
 - g. That in the absence of unconditional orders of stay, the Claimant is likely to execute in terms of the orders of the trial court, to the detriment of the Respondent;
 - h. That the application has been made without delay and the Claimant will suffer no prejudice if the orders sought are granted.
7. The Claimant opposes the Motion by a replying affidavit sworn by its Acting General Secretary, Andrew Kinyua on 14th October 2025.
 8. Kinyua depones that the matter was filed in court on 8th May 2024, seeking adoption of a work injury award in favour of Jacinta Ncabani Baariu. He adds that at a court appearance on 22nd July 2024, the Respondent alleged to have paid Kshs. 2,072,891.20 but there was no evidence before the Court to prove payment. The award was therefore adopted as a judgment of the Court.
 9. Kinyua states that upon adoption of the award, the Claimant wrote to the Respondent on 5th August 2024, but there was no response. He adds that at a subsequent mention on 24th September 2024, there was still no evidence of settlement of the award.
 10. A decree was served on the Respondent on 4th October 2024 and a Bill of Costs was taxed on 11th April 2025.
 11. Kinyua avers that it was not until the Respondent was served with Warrants of Attachment that it produced a cheque purported to have been issued to the Grievant, but the date of payment was not clear on the face of the cheque.
 12. According to the Claimant, payment of Kshs. 2,072,891 was made on 25th July 2024 after adoption of the award on 22nd July 2024.
 13. The Claimant claims Kshs. 494,000 as balance of the decretal amount plus costs and interest.
 14. In support of its application, the Respondent attached copy of a cheque for Kshs. 2,072,891.20 dated 19th July 2024 drawn in favour of the Grievant, Jacinta Ncabani Baariu.
 15. It is however not clear from the face of the cheque, when it was paid. According to the Claimant, payment was reflected in the Grievant's bank account on 25th July 2024.
 16. What is clear is that at the time the award was adopted by Makau J, there was no evidence of satisfaction of the award placed before the Court. Further, the award adopted by the Court was in the sum of Kshs. 2,566,981.20 and no credible explanation has been offered as to why only Kshs. 2,072,891.20 was paid to the Grievant.



17. The suggestion made in the Respondent's submissions dated 23rd October 2025 that some amount from the award could have been withheld, on account of salary paid to the Grievant while on medical leave, has no basis in law. Additionally, costs assessed at Kshs. 10,755 are yet to be paid.
18. I have carefully considered the prayers sought by the Respondent and have reached the conclusion that the application presents a mixed grill that masks a fairly straightforward matter.
19. At the time of writing this ruling, it is evident that the award adopted by Makau J has to a large extent been settled. The sum of Kshs. 494,090 plus costs of Kshs. 10,755 however remain outstanding. In order to close this matter, I direct that any deposit made by the Respondent shall be applied towards offsetting these amounts, with the Respondent making good any shortfall within the next thirty (30) days from the date of this ruling.
20. There shall be no further orders in this matter.

DELIVERED VIRTUALLY THIS 2ND DAY DECEMBER 2025.

LINNET NDOLO

JUDGE

Appearance:

Ms. Macharia for the Claimant

Ms. Kwamboka for the Respondent

