



**Limo v Lipton Teas and Infusions Plc (Formerly Ekatera Tea Kenya Plc) (Employment and Labour Relations Cause E017 of 2023) [2025] KEELRC 3520 (KLR) (9 December 2025) (Judgment)**

Neutral citation: [2025] KEELRC 3520 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KERICHO  
EMPLOYMENT AND LABOUR RELATIONS CAUSE E017 OF 2023  
AN MWAURE, J  
DECEMBER 9, 2025**

**BETWEEN**

**JACKSON KIPTORICH LIMO ..... CLAIMANT**

**AND**

**LIPTON TEAS AND INFUSIONS PLC (FORMERLY EKATERA TEA KENYA PLC) ..... RESPONDENT**

**JUDGMENT**

1. The Claimant initially commenced this suit vide Memorandum of Claim dated 20<sup>th</sup> September 2023 and later filed an Amended Memorandum of Claim, which is undated, seeking the following orders:
  - a. A declaration that the termination of the Claimant’s contract of employment on unfounded allegations of sexual harassment of employees is unconstitutional, unfair and unlawful.
  - b. An order that the Claimant be reinstated as an employee of the Respondent, and in the alternative, the Claimant be paid exemplary and general damages of Kshs.30,000,000.00, gratuity for 28 years of service, and Kshs.22,934,682.00, being loss of future earnings.
  - c. Any other relief the court may grant as it deems fit.
  - d. Costs of the claim and interest.

**Claimant’s case**

2. The Claimant, a trained chemical engineer, avers that he began working for the Respondent on 1<sup>st</sup> February 1996 as a research assistant. He was later promoted to assistant manager in 2000, a role he carried out diligently, and after years of dedicated service, rose to the position of plant manager on 30<sup>th</sup> December 2019.



3. The Claimant avers that he enjoyed cordial industrial relations with the Respondent for over 27 years of service.
4. The Claimant avers that he was served with a notice to show cause on 2<sup>nd</sup> May 2023, following allegations of sexual harassment and improper relationships with female employees.
5. The Claimant avers that he responded to the Notice to Show Cause (NTSC) letter on 3<sup>rd</sup> May 2023 in his letter addressed to the County general manager and denied ever receiving sexual favours from the above-mentioned employees, as the allegations were factually inaccurate, as they were based on rumours, gossip, and unsubstantiated claims with no complainants or evidence presented, and that he was denied the right to confront witnesses, violating natural justice and Article 47 of *the Constitution*.
6. The Claimant avers that he was summarily dismissed on 8<sup>th</sup> May 2023, stating that the disciplinary process was shambolic, rushed within five (5) days, and influenced by a BBC exposure on sexual harassment in tea companies, making him a scapegoat to appease the overseas markets.
7. At dismissal, the Claimant avers that he was earning Kshs. 314,302.74/= monthly, having served 28 years without prior disciplinary issues, and lost future earnings estimated at Kshs. 22,934,682/= plus long service benefits.

### **Respondent's Memorandum of Defence**

8. In opposition to the Memorandum of Claim, the Respondent filed a Memorandum of Defence dated 19<sup>th</sup> December, 2023.
9. The Respondent denies the Claimant's allegations and asserts that his summary dismissal on 8<sup>th</sup> May 2023 was lawful, following internal investigations triggered by a BBC exposé on sexual harassment aired in January 2023.
10. The Respondent avers that the Claimant, initially employed on a term contract and later appointed Shift Supervisor in 2002, served as Plant Manager at Kimagu Factory from April 2021, bound by the Respondent's employment policies. Investigations revealed complaints implicating the Claimant in sexual harassment of female employees, prompting further inquiry.
11. Upon concluding the investigations, the Respondent avers that it found credible grounds to believe that the Claimant violated its Code Policy and issued him a NTSC letter on 2<sup>nd</sup> May 2023 detailing the allegations and his alleged interference with the inquiry.
12. The Respondent avers that it gave the Claimant an opportunity to respond to the allegations, which he did vide a letter dated 3<sup>rd</sup> May 2023. The Respondent considered the Claimant's representations as set out in his letter and deemed it appropriate to invite the Claimant to a disciplinary hearing. The Respondent thus issued the Claimant with a Summons to a Disciplinary Hearing dated 4<sup>th</sup> May 2023, inviting him to a hearing that was scheduled to take place on 5<sup>th</sup> May 2023. The Claimant was informed of his right to bring witnesses to testify in his defence and an employee of his choice to represent him at the said hearing.
13. The Respondent avers that the Claimant attended the disciplinary hearing, where the allegations in the NTSC letter were thoroughly examined, and he was allowed to respond. The hearing established that the Claimant had a sexual relationship with a junior ex-term contract employee between 2020 and 2021, promising her permanent employment and property in exchange for sexual favours; that he made unwelcome sexual advances toward a newly appointed Assistant Divisional Production Manager,



which she rejected; and that he directed inappropriate and lewd remarks to his direct supervisor, an Assistant Production Manager, on 14<sup>th</sup> February 2023.

14. The Respondent avers that the minutes of the meeting were signed by the Claimant, confirming the accuracy of the record. Based on his responses and the evidence, the Respondent concluded that the Claimant had breached company policies and summarily dismissed him, while also affording him the right to appeal to the Head of Plantations, Africa.
15. The Respondent avers that although the Claimant appealed his dismissal on 15<sup>th</sup> May 2023, the appeal lacked substantive grounds and the decision to summarily dismiss him was upheld on 17<sup>th</sup> May 2023, with his certificate of service and terminal dues issued thereafter.
16. The Respondent denies allegations that the disciplinary process was rushed, unfair, or based on hearsay, emphasizing that the Claimant had ample opportunity to prepare, respond, and present his defence, while witness identities were protected due to prior intimidation.
17. The Respondent rejects claims of targeting or appeasing European customers, asserting the dismissal was solely due to policy breaches.
18. The Respondent maintains that the termination was substantively and procedurally fair under the Employment Act, 2007, and argues the Claimant is not entitled to reinstatement, damages, gratuity, future earnings, or exemplary damages, urging the Court to dismiss the claim with costs.

#### **Claimant's reply to the Memorandum of Defence**

19. The Claimant filed a reply to the Memorandum of Defence dated 27<sup>th</sup> November 2023.
20. The Claimant maintains that the disciplinary process was fundamentally flawed, arguing that the Respondent failed to establish a credible basis for the allegations and violated the principle of natural justice by denying him the opportunity to confront his accusers. He further asserts that the termination procedure was unfair and contravened the Fair Administrative Action Act.
21. Consequently, the Claimant urges this Honourable Court to strike out the Respondent's defence with costs and enter judgment in his favour as sought.

#### **Claimant's evidence in court**

22. CW1, the Claimant, adopted his witness statement dated 20<sup>th</sup> September 2023 together with the list of documents dated even date as his witness statement marked as exhibits 1 to 8 as his evidence in chief.
23. In cross-examination, CW1 acknowledged that his appointment letter bound him to the company's rules and regulations, including the Code of Business Principles, which mandates disciplinary action for non-compliance and enforces a zero-tolerance policy on sexual harassment. He noted that the company is obligated to investigate such claims even without formal complaints, though he could not recall if an investigation report was issued after the BBC exposé. CW1 confirmed he was questioned about the allegations by an investigator and that witness statements were read to him during the disciplinary hearing. These statements alleged he had an affair with a contract employee, made sexual advances toward a colleague, and told another subordinate he had bought her red intimate apparel and a cake, coupled with inappropriate remarks about her breasts. CW1 admitted that he doubted the truthfulness of witness 3 but maintained that he was not given sufficient time to prepare, although he had signed his statement and did not raise this issue in his appeal letter.
24. In re-examination, CW1 stated that he was not provided with witness statements regarding the sexual harassment allegations and, due to sickness, could not access his office while responding to the NTSC



letter. He explained that he was summoned for a disciplinary hearing initially on 4<sup>th</sup> May 2023, but attended on 5<sup>th</sup> May 2023 owing to his sickness, and at the hearing, he was still not furnished with any statements. He later appealed but received a summary dismissal letter on 9<sup>th</sup> May 2023 without being given minutes of the proceedings. CW1 maintained that throughout his 27 years of service, he had never breached company regulations or harassed any employee, emphasizing that he had no opportunity to question witnesses since they were absent from the hearing. He further stated that the allegations and dismissal had severely affected his family life and reputation in society.

### **Respondent's evidence in court**

25. RW1, Hillary Lombard, an investigator hired by the Respondent, adopted his witness statement dated 30<sup>th</sup> October 2024, together with the list of documents dated 27<sup>th</sup> February 2024 marked as exhibits 1 and 2 respectively.
26. In cross-examination. RW1 stated that he had interacted with CW1 when he was working for the Respondent. He stated that the witnesses he had recorded statements from did not give specific dates when they were sexually harassed, but he can consult the statements. He stated that there were no specific dates, and they did not report sexual harassment to the police. He stated that he did not know that the company had a book where they could report any grievances, but there is a system to report grievances. He stated that he was tasked by the company in 2023 to investigate the allegations after the BBC expose. He stated that he took the statement from the witnesses, and CW1 was called by another investigator. He stated that he did not investigate CW1, as it was done by Winnie Ochieng. He stated that he did not know if Winnie called him on the phone or physically. He stated that he did not confront CW1 personally.
27. In re-examination, RW1 stated that the statement by the Assistant Production did not give specific dates. He stated that the statement by EJ said he was called by CW1 on 14<sup>th</sup> April 2023. The statement was taken from CW1 via Microsoft Teams.
28. RW2, Florence Mitei, the Respondent Head of Agriculture, adopted her witness statement filed on 31<sup>st</sup> October 2024 as her evidence in chief.
29. RW2 stated that the disciplinary hearing minutes were signed on 5<sup>th</sup> May 2023, the same day the appeal was filed, and CW1 already had a copy of the minutes before lodging the appeal. It was noted that witnesses did not appear before the panel because the company's sexual harassment policy prohibits cross-examination in such cases. Clause 5.5 of the policy further requires that grievances be addressed confidentially, ensuring the identities of those involved are protected.
30. RW2 stated that confidentiality was the company's official policy and confirmed her long service since 1998. She noted that although she had worked with CW1 and had not personally experienced sexual harassment from him. She stated that she chaired the disciplinary committee on 5<sup>th</sup> May 2023, where CW1 faced serious allegations. She acknowledged the constitutional right to a fair hearing. RW2 explained that CW1 received an NTSC letter on 2<sup>nd</sup> May 2023, responded on 3<sup>rd</sup> May 2023, was summoned on 4<sup>th</sup> May 2023, and attended the hearing on 5<sup>th</sup> May 2023. She admitted uncertainty about whether CW1 had been given witness statements beforehand, though they were read to him during the hearing.
31. RW2 stated that company policy did not permit cross-examination of witnesses, so CW1 could not confront them directly. The minutes were prepared by Samuel Kariuki and signed by attendees, with an appeal allowed within seven days to the Head of Plantation. RW2 added that CW1 was required



to vacate his house by 12<sup>th</sup> May 2023, before the appeal outcome, and reiterated that CW1 denied all allegations, which were based on the investigation report.

32. In re-examination, RW2 stated that the appeal does not need to take place in the company's premises. Even if CW1 was not in the company premises, he appealed.

33. Parties were directed to file their respective submissions.

#### Claimant's submissions

34. The Claimant submitted that the disciplinary process was orchestrated to serve the Respondent's commercial interests following the BBC exposé on sexual harassment in multinational tea companies. The Claimant argued that the proceedings were allegedly rushed and flawed, aimed at dismissing select employees, including himself, to reassure overseas customers and restore market confidence. The investigation appeared reactive, driven by reputational damage and declining tea sales in Europe, with the claimant portrayed as a scapegoat sacrificed to preserve the respondent's business image.

35. The Claimant contends that the Respondent's disciplinary process was fundamentally unlawful and procedurally flawed, violating his constitutional rights and the principles of natural justice. He argues that his dismissal lacked fairness, transparency, and due process, particularly under section 41 of the *Employment Act*, which mandates clear communication of charges, access to evidence, and a fair hearing. Citing precedents such as *Anthony Mkala Chitavi V Malindi Water & Sewerage Company Ltd* [2013] KEELRC 920 (KLR), *David Wanjau Muhoro V OI Pejeta Ranching Limited* [2014] KEELRC 296 (KLR), and *Kenfreight (E.A) Limited v Benson K. Nguti* [2016] KECA 409 (KLR), the claimant emphasizes that these procedural safeguards are compulsory. He was denied access to the investigation report and witness statements and was unable to cross-examine accusers, leaving him unprepared and disadvantaged during the hearing.

36. The Claimant submitted that his dismissal was procedurally unfair and violated his constitutional and statutory rights. He argued that he was summoned on short notice without access to the evidence or witness statements against him, making it impossible to prepare a proper defence. The lead investigator, Winnie Ochieng, allegedly acted as investigator, prosecutor, and decision-maker, breaching the principles of natural justice. The Claimant relied on the cases of *Postal Corporation of Kenya V Tanui* [2019] KECA 489 (KLR), *Kenya Revenue Authority V Menginya Salim Murgani* [2010] KECA 164 (KLR), and *Mwangi V Family Bank Ltd* [2023] KEELRC 2156 (KLR), the claimant emphasizes the legal requirement for fair hearing and disclosure. He argues that the process was orchestrated to facilitate his removal and restructure management.

37. Consequently, the Claimant urged this Honourable Court to allow the claim as prayed.

#### Respondent's submissions

38. The Respondent submitted that it had valid and lawful grounds to summarily dismiss the Claimant for sexual harassment, relying on its HR Manual, Code of Business Principles, and Sexual Harassment Policy.

39. The Respondent highlights evidence from internal investigations, triggered by a BBC documentary, where three employees testified about the Claimant's inappropriate conduct, including lewd remarks, sexual advances, and preferential treatment of a junior contract worker with whom he had a sexual relationship. The Claimant admitted knowledge of the policies, acknowledged witness credibility, and conceded that if the allegations were against another person, they would amount to a breach.



40. The Respondent submits that dismissal was substantively fair under section 43(2) of the *Employment Act* citing several authorities: including *Ooko & another v SRM & 2 others* [2022] KECA 44 (KLR) where the Court of Appeal described sexual harassment includes unwelcome conduct undermining dignity, and lack of intent is not a defence. In *Unilever Tea Kenya Limited V Kenya Plantation & Agricultural Workers Union* [2025] KECA 830 (KLR) where the Court of Appeal stated that sufficiency and credibility of evidence matter more than victims testifying in person. In *CFC Stanbic Bank Limited V Danson Mwashako Mwakuwona* [2015] KECA 919 (KLR) the Court of Appeal stated that dismissal is fair if it falls within the “band of reasonable responses” a reasonable employer might adopt.
41. In *Oirere V Teachers Service Commission* [2023] KEELRC 1474 (KLR) where the court reinforces employer discretion in disciplinary matters. In *Leonard’s Maternity & Nursing Home V LMM* [2023] KECA 1148 (KLR) where the Court of Appeal stated that sexual harassment cases often occur privately, so credibility and reasonableness must be judged from the victim’s perspective. In *Barclays Bank of Kenya Ltd v Evans Ondusa Onzere* [2015] eKLR the court stated that admissions can be oral or documentary, not only in pleadings. In *Choitram v Nazari* (1984) KLR 327 courts must consider admissions even outside pleadings.
42. Procedurally, the Respondent insists it complied with section 41 of the *Employment Act*. The Respondent relied on several authorities including *Anthony Mkala Chitavi v Malindi Water & Sewerage Company Ltd* [2013] Eklr outlines elements of procedural fairness under Section 41 of the *Employment Act*. In *Luka Korir V Moi Teaching & Referral Hospital* [2020] eKLR disciplinary hearings are management functions with lower evidentiary thresholds than civil or criminal trials. In *Albert Nyabuto Nyauntu V KASNEB* [2020] eKLR, *Nathan Kipruto Kemboi V University of Eldoret* [2019] eKLR, and *Jared Sani Nyangena V JSC* [2022] KEELRC 4000 (KLR) the courts confirm that failure to call witnesses for cross-examination does not render disciplinary hearings unfair.
43. The Respondent submitted that the Claimant received a detailed Show Cause Letter, had adequate time to respond, attended a disciplinary hearing where he was allowed representation (but declined), and signed the minutes. The Respondent emphasizes that protecting witness identities was necessary and lawful, and that cross-examination was not required.
44. It concludes that both substantive and procedural fairness were satisfied, making the dismissal valid and justified.

### **Analysis and determination**

45. The court has considered the pleadings before it together with the rival submissions and cited authorities and the issues for determination are as follows:
  - a. Whether procedural fairness and substantive justification were followed in dismissal;
  - b. If (a) above is in the affirmative, whether the Claimant is entitled to the reliefs sought; and
  - c. Who should bear the costs of the suit.
46. In *Walter Ogal Anuro V Teachers Service Commission* [2013] KEELRC 386 (KLR), the court held as follows:

“For a termination of employment to pass the fairness test, there must be both substantive justification and procedural fairness. Substantive justification has to do with the



establishment of a valid reason for the termination while procedural fairness addresses the procedure adopted by the employer to effect the termination.”

47. In *Pamela Nelima Lutta V Mumias Sugar Co. Ltd* [2017] KEELRC 577 (KLR), the court stated that:

“What constitutes fair termination is a matter that is now well settled by the wealth of Jurisprudence of this court and the Court of Appeal. There are two elements that must be satisfied by the employer, fair procedure and valid reason.”

48. In this instant case, the case arises from the broadcasting of a BBC exposé aired on 20th February 2023 titled “True cost of our tea: Sexual abuse on Kenyan tea farms revealed,” which alleged widespread sexual exploitation on tea farms supplying major UK brands. Although the individual in the viral footage was later identified as an independent contractor, the said expose triggered reputational damage and commercial pressure on the Respondent, prompting an internal investigation and disciplinary actions as the Claimant was among those being investigated.

49. The Claimant was formally served with a NTSC letter dated 2<sup>nd</sup> May 2023, to which he promptly responded on 3<sup>rd</sup> May 2023. He was thereafter summoned to a disciplinary hearing convened on 5<sup>th</sup> May 2023, where the committee, after considering the evidence and his responses, found him culpable of sexual harassment. Consequently, a summary dismissal letter was issued on 8<sup>th</sup> May 2023. Dissatisfied, the Claimant lodged an appeal, but the Respondent, through its letter dated 17<sup>th</sup> May 2023, upheld the disciplinary committee’s decision, thereby affirming the dismissal.

50. Section 6(1) a, b, c, and d of the *Employment Act* provides as follows:-

- “(1) An employee is sexually harassed if the employer of that employee or a representative of that employer or a co-worker——
- (a) directly or indirectly requests that the employee for sexual intercourse, sexual contact or any other form of sexual activity that contains an implied or express——
    - (i) promise of preferential treatment in employment;
    - (ii) threat of detrimental treatment in employment; or
    - (iii) threat about the present or future employment status of the employee;
  - (b) uses language, whether written or spoken, of a sexual nature;
  - (c) uses visual material of a sexual nature; or
  - (d) shows physical behaviour of a sexual nature which directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee and that by its nature has a detrimental effect on that employee’s employment, job performance, or job satisfaction.

51. In the above-mentioned section, sexual harassment in the work place occurs when an employer, their representative, or a co-worker engages in unwelcome sexual conduct that undermines an employee’s dignity or work environment. This includes requests for sexual activity tied to promises of preferential treatment, threats of negative consequences, or threats to job security. It also covers



the use of sexually explicit language, visual materials, or physical behavior of a sexual nature that causes discomfort, embarrassment, or negatively affects the employee's job performance, satisfaction, or overall employment experience.

52. In this instant case, the Claimant, despite being a family man, as he told this Honourable Court, went ahead to promise to buy a red intimate apparel for one of the witnesses and promised her a child and commented about one of the witnesses' breasts. In the case of *Ooko & another v SRM & 2 others* (supra), the Court of Appeal stated that sexual harassment was understood as any unwelcome verbal, non-verbal, or physical conduct of a sexual nature, regardless of whether it was tied to the victim's gender. What mattered was that the behaviour undermined the victim's dignity or created a hostile, humiliating, or offensive work environment. Harassment could also be established if an employee suffered disadvantage for rejecting or submitting to such conduct. The trial court relied on section 6 of the *Employment Act*, cited earlier on which defines harassment to include requests for sexual favours linked to promises of preferential treatment or threats of negative consequences, as well as offensive physical behaviour of a sexual nature. Importantly, proving harassment did not require showing intent; it was sufficient that a reasonable person in the victim's position would perceive the treatment as less favourable under the circumstances.
53. The Claimant was employed by the Respondent from 1996 until his termination. He rose over the ranks to become a Plant Manager. In January 2023 there was a televised documentary by British Broadcasting Corporation (BBC) on Sexual harassment claims. This necessitated the Respondent to carry investigations and Claimant was implicated. The Claimant was issued with a Notice to Show Cause letter dated 2<sup>nd</sup> May 2023 setting out the particulars of alleged sexual harassment claims and allegations of interference with investigations.
54. The Claimant by his letter dated 3<sup>rd</sup> May 2023 responded to the Notice to Show Cause. After the response the Claimant was invited for a Disciplinary hearing by the letter dated 4<sup>th</sup> May 2023 and the hearing took place on 5<sup>th</sup> May 2023. The Claimant was informed of his right to bring a witness.
55. The Claimant was alleged to have had sexual relationship with an ex-terms contract employee and further that he used to take junior female employees to the local bars.  
  
Further, he was accused of making lewd sexual remarks to Assistant Production supervisor his direct supervisee.  
  
The minutes of the disciplinary meeting were availed to the parties for review and Claimant signed the same.  
  
The Disciplinary meeting was attended by seven persons including the Claimant on 5<sup>th</sup> May 2023. In the meeting the Claimant confirmed he was ready to proceed with  
  
the hearing and that he was not going to call any witness.
56. The Claimant in all the proceedings was given sufficient time to respond to the statements by witnesses even though he did not cross examine them. As would be expected he declined all the claims by the various witnesses and he said they were a "fiction."
57. The panel found the Claimant used his authority and financial position to seek sexual favours from junior employees and yet he affirmed he understood the Respondent's sexual harassment policy. The panel also found he was not remorseful and he declined all the allegations. The panel then recommended the Claimant be dismissed.



58. The Claimant in his claim said he was denied right to administrative action. The court finds the Respondent was fair in the manner they handled the disciplinary hearing and the Claimant in a free unthreatening environment was given opportunity to give his defence.

59. He also accused the Respondents of failing to avail him time to prepare his case and also failed to give him support documents.

He quoted the case of Antony Mkala Chitavi -VS- Malindi Water & Sewerage Company Limited (2013) eKLR where court listed three main ingredients of fair procedure being “sufficient opportunity to the employee to prepare, right to fully understand charges and right to documentation.”

As earlier observed in this case during the investigations, Claimant was asked if he was ready to proceed with the hearing and he answered in the affirmative. It would seem as an afterthought to claim now that he was not taken through fair procedure.

60. In establishing burden of proof in sexual harassment cases the court would like to restate the holding in the case of St. Leonard Maternity & Nursing Home -VS- LMM Civil Appeal 59 of 2019 2023(KECA) where court held:-

“..... sexual harassment cases are personalised. Just like other sexual offences, more often than not incidences of sexual harassment take place in private space putting the perpetrator against complainant. They generally do not occur in the presence of any witness.....The reasonable man-test herein is not a novel invention. The objective severity of the harassment should be judged from the perspective of the reasonable person in the plaintiff’s position, considering all the circumstances.” (Emphasis added).

61. Flowing from the above, alongside provisions of Section 6(1) a, b, c, & d of the *Employment Act* already cited in this judgment. The Claimant was issued a summary dismissal letter dated 8<sup>th</sup> May 2023 signed by Country General Manager Mr. Odire and grounds for the said dismissal were listed.

He was informed of the available separation benefits and was advised of his right to appeal. He was advised he would be paid his dues including his pension.

62. He did appeal on 15<sup>th</sup> May 2023 but however by the Respondents letter dated 17<sup>th</sup> May 2023 the appeal was dismissed.

63. The court having considered the pleadings of the respective parties and their submissions and authorities, it is satisfied the Respondent has proved a case for fair dismissal on the threshold of balance of probability. The court finds further that the Claimant did not prove that his summary dismissal was unconstitutional, unfair and unlawful. The Claimant’s case is therefore not proved and is dismissed accordingly.

64. The Claimant worked for the Respondent for about 27 years. The court will exercise its discretion in this case and order each party to meet their respective costs.

Orders accordingly.

**DATED, SIGNED AND DELIVERED VIRTUALLY AT NAKURU THIS 9<sup>TH</sup> DAY OF DECEMBER, 2025.**

**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 Civil 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**

