REPUBLIC OF KENYA
IN EMPLOYMENT AND LABOUR RELATIONS COURT
AT NAIROBI
ELRCA APPEAL NO. E098 OF 2024

BONIFACE KINALUSI
MASICHI……APPELLANT/CLAIMANT

-VERSUS-

BROOKSIDE DAIRY LIMITED……
……RESPONDENT

(Being an appeal from the … e Magistrate's Court at Ruiru (Honourable Christine A… o SPM) delivered on 14th March, 2024 in EL… 08 of 2023)

JU… NT

1. Through the Memorandum of Appeal dated 27th March, 2024 the Appellant appeals against the … of Honourable Christine Asuna Okello SPM delivered on … h, 2024.

2. The Appeal was based on the grounds that:

   i. ***The Learned Trial Magistrate erred in … law and fact in declaring that the termination of e…loyment was rightfully done and the procedure … due process.***
   ii. ***The Learned Trial Magistrate erre… in … and in law in failing to consider the Appellant's submissions on the process and procedure of a lawful termination.***
   iii. ***The Learned Trial Magistrate erred in law and in fact by failing to give or award any terminal employment dues as dictated for by law.***

iv. The Learned Trial Magistrate erred in law by failing to consider conventional authorities for similar cases.

3. The Appellant prayed that the Appeal be allowed, the entire Judgement against the Appellant delivered by Hon. Christine Akello on 15th March,2024 be set aside and this Honourable court be pleased to re-assess the termination of employment afresh.
4. The Appeal was disposed of by written submissions.

APPELLANT'S SUBMISSIONS

5. The Appellant's Advocates, M/s Mirrangu & Co. Associates filed written submissions dated 6th May, 2025 and on the issue of whether the Appellant was fairly dismissed from employment, counsel submitted that the trial court made an error of law by determining that the provisions of the Act take precedence over the terms and conditions of an employment contract. Counsel relied on section 26 (1) and (2) of the Employment Act to submit that if an employment contract sets better terms and conditions governing the employment relationship than the Employment Act then the Adjudicator should enforce the better terms.
6. Counsel submitted that the Honourable Court erred by failing to enforce the employment contract the parties had willingly bound themselves to, which stated that the employee was to be warned by at least three warning letters before being dismissed from employment due to absenteeism under clause 22(c) (v) and clause 22(d) (v) of the Employment contract.

7. Counsel submitted that no evidence was tendered of any written warning or a warning as a result of any absenteeism without proper reason before dismissing the Appellant. That there was no record of absence without just cause during the trial or disciplinary hearing. There was only record of absence for two instances. The Respondent's witness stated they issued a verbal and final warning in person, which the Appellant denied during trial in breach of which the agreed-warning letters. That the Appellant was never absent without just cause or ever absent for three instances.
8. Counsel submitted that the verbal warnings were a breach and contrary to Section 74(1) (f) and Section (e) of the Employment Act. That the failure to tender the warning letters by the Respondent was evidence and admission that the grounds for dismissal were never met. That the trial court erred in disregarding this crucial aspect of the case by solely relying on the issuance of the notice to show cause.
9. The issue of proper reason for absence was seen throughout the adjudication of the dispute in the court that the Appellant was arrested and placed in lawful custody on accusations of having committed a criminal offence. Counsel further submitted that the Respondent misled the court by raising an argument that it determined that the Appellant had no just reason to be absent, as he was in lawful custody".
10. Counsel submitted that being in lawful custody as a ground for dismissal in the Employment Act section 44(4) (f) involves other additional factors, mainly the duration of absence must

be more than 14 days. That the Appellant was placed on police custody more than 24 hours while no charges were preferred against him, he was not taken to court and or any bail for a period less than 14 days.

11. Counsel submitted that the duration under Section 44 of the Act of 14 days was not met, and the duration of dismissal under the contract of 7 days, this duration was less than what is mandated under law was never met. Counsel submitted that the Appellant could only be dismissed without the required warnings if the duration absence was more than 7 days without a proper reason.

12. Counsel submitted that the Appellant was absolved of accusations after being held and arraigned without court attendance or charges being preferred for a duration of 2 days and then 4 days which in total were 6 days. He had a right to be presumed innocent and charged with the option of bail. Therefore, he had a just reason for his absentism as allowed by the contract.

13. Counsel submitted that the Appellant argued that the reason for dismissal was never proved by the Respondent at the hearing and trial. Counsel relied on Article 50(2) of the Constitution and the case of **Ngwara v Brookside Dairy Limited (Employment and Labour Relations Appeal E181 of 2024) [2025] KEELRC 298** (KLR) to submit that the Appellant was entitled to both substantive and procedural fairness provided for under section 45 of the Employment Act before termination.

14. Counsel submitted that the Appellant was released from custody on 19/01/2021. On reporting to work, he was immediately issued a notice of an impending decision on his engagement as an employee within 48 hours of receipt of the notice. That unless he responded to the notice by raising a defence before 48 hours his views would not be considered. The Appellant could not seek representation to raise a clear defence as a result of not only the timing but the strain of extended incarceration and the adverse decisions on his livelihood were to be made.
15. On the issue of whether the Appellant was entitled to all the reliefs prayed for, Counsel submitted that the trial court made an error by finding that the Appellant was not entitled to any of the reliefs sought as his termination was done in accordance with law and his terminal dues were duly paid. That the Respondent never discharged its burden of proof under section 45 of the act.
16. Counsel on awards he submitted that the claim grounded on compensation for breach of the employment contract and lack of due process. That the Appellant sought alternative orders for compensation/damages for wrongful and unfair termination, Compensation for Unpaid Overtime, Compensation for unpaid house allowance, Service charge and his Reinstatement as an employee. This was in addition to one month salary in lieu of a notice to show cause why his employment should not be terminated; Arrears due to underpayments of salary during his employment and earned but not taken accrued leave days

were also sought, not excluding a certificate of service which could be read into further orders or relief as the Court may deem just if he was to be reinstated.

17. Counsel submitted that it was an error of to presume that the declaration that the termination was fair and the finding that terminal dues had been paid disqualified the Appellant's other prayers. Not all the orders prayed for hinged on the determination of due process.

18. Counsel submitted that the allegation of payment of terminal benefits was not proved to the following facts. Throughout the proceedings the Respondent produced documents evidencing their perceived adherence to due process. The documents being acknowledged or consented to by endorsement with the signature of the Claimant. The employment contract 30/07/2012 was consented to by the Appellant with the parties being guided and the show cause letter for absenteeism issued 3 days before dismissal was acknowledged by the Appellant in nature. The transcribed (not original hand written minutes) Disciplinary hearing and minutes were deemed to be acknowledged by the Appellant, by an annexed page with a signature that is from a different handwritten document. However, terminal dues, or terminal benefits were never acknowledged by the Appellant nor shown to be paid by the Respondent during the trial. The same were never paid by the Respondent.

19. Counsel submitted that the payment of part of terminal benefits cannot dispose of the House Allowance Arrears meant

to be paid to the Appellant as an employee. The Respondent did not deny that House Allowance was never paid. The Respondent instead put the Appellant to task for not enquiring why the Respondent was not providing housing as outlined in Section 31 of the Employment Act. The Respondent issued itemized pay statements that clearly showed allowances and tabulation of wages. House allowance or any element of the wages intended to be used as rent was not included. The said salary was not consolidated. That was separate from gross wages unless wages are fixed daily under the Labour Institutions Act and Wage Order regardless whether there was unfair or fair termination.

20. Counsel on the claim for [illegible] submitted that the Respondent's allegations that [illegible] eroded could not stand since the Appellant was never convicted of any criminal offence and he had no history of disciplinary issues since his employment in 2006 and he had many years before retirement as a permanent and pensionable employee.

21. Counsel relied on section 51 of the Employment Act to submit that if the Honourable Trial Court in its wisdom and knowledge held the Appellant could not be reinstated, then it had the discretion to compel the issuance of a certificate of service as part of the prayers were for any order that the trial court would deem just.

22. Counsel submitted that the Appellant being in custody was a proper reason for absenteeism. The Appellant could not have resisted arrest on the account of a denial of permission from

the Respondent; these were unforeseeable force majeure circumstances outside his control. It was admitted the Appellant was never produced before any court to answer for the crime nor was he allowed to communicate with anyone through his phone call. The letters from the police to the Respondent show that no due process in his detention was undertaken, no court granted leave for his custody exceeding 24 hours before charging as they conducted investigations and the requisition was not received by the Appellant had contradictory dates.

RESPONDENT'S SUBMISSIONS

23. The Respondent's Advocates, Wamalwa Ireri Advocates LLP Advocates filed written submissions dated 1st July 2025 and on the issue whether the termination of Employment was rightfully done and the procedure followed due process, Counsel relied on section 41,43 and 45 of the Act and submitted that the Respondent effected procedural fairness by issuing warning not to get in conflict with the laws of Kenya, show cause letter dated 20th January 2021, response to show cause letter, invitation to disciplinary hearing, issuance of the termination letter as opposed to a summary dismissal letter and payment of final dues in February 2021.
24. Counsel submitted that the procedure was just and fair and that the Appellant demonstrated that a disciplinary hearing was held.

25. Counsel relied on Section 35 and 36 of the Employment Act to submit that the Appellant was not summarily dismissed from employment. The employer invoked the termination clause in the appointment letter and terminated the employment by way of notice pay.

26. Counsel submitted that the Appellant had served for 9 years from his appointment letter and qualified for 3 months' notice pay. He therefore received a 3 months' notice pay.

27. Counsel relied on the case of **Ma[illegible] Anidos v Kinangop Wind Park Limited [illegible] Registry) (2019) eKLR** to submit that termination of employment by way of invoking a termination clause in the appointment letter was procedurally fair and just.

28. Counsel on substantive fairness submitted that the employer took into account that it was a repeated case of absenteeism caused by arrests on account of sexual [illegible] offences. That it is settled law that absence from work [illegible] lawful cause amounted to gross misconduct. Counsel relied on section 45(2) of the Employment Act to submit that the [illegible] employee's conduct and compatibility is deemed as valid and fair reason under Section 45(2) of the Employment Act.

29. Counsel submitted that the provisions in the Appointment letter provided for termination of employment by way of notice or payment in lieu of notice. The employer complied with the provisions of the contract upon payment in lieu of notice.

30. Counsel submitted that the Claimant introduced a new issue that was not presented in the trial court where he alleges he

was entitled to three warnings prior to termination of employment. The issue was not raised or argued in the trial court and therefore cannot be raised in the Appeal.

31. Counsel submitted that the issue of three warnings was listed as a separate ground for termination in the appointment letter and is not related to the ground of absenteeism without proper reason. That the Appellant was not dismissed on account of three warnings but on account of frequent absences caused by arrests.

32. On the issue of whether the Appellant was entitled to all the relief prayed for, counsel on the issue for reinstatement relied on the case of **Kenya Airways Limited v Aviation & Allied Workers Union Kenya & [2014] eKLR** to submit that the traditional common law position is that courts will not force parties in a personal relationship to continue in such relationship against the will of one of the parties.

33. Counsel also relied on Section 49(4) (c) of the Employment Act to submit it is a common law principle that there should be no order for specific performance for a contract for service except in very exceptional circumstances. The Appellant had not established any exceptional circumstances to warrant the award of reinstatement back to employment.

34. Counsel on the claim for overtime relied on Section 90 of the Employment Act to submit that the limitation period of employment Claims is 3 years hence the claim for overtime was time barred.

35. Counsel submitted that the Appellant produced payslips for January 2007, September 2012, November 2020 which showed that overtime was paid as and when it accrued.

36. Counsel relied the case of **John Mulinge Mutuku v Kartasi Industries Limited [2019] EKLR** to submit that the claim for overtime should be specific as it is a special damage claim. The Appellant's claim however lacked specifics. Counsel relied on the **George Wasanya & 3 others v Rift Valley Agencies Ltd [2013] eKLR** to submit that estoppel to claim overtime during his employment as he accepted overtime had been paid to him. The doctrine of estoppel stops the Appellant from claiming any leave due as he has never any claim for overtime during the days he was employed.

37. Counsel submitted that the claim for overtime was unsubstantiated, the Appellant failed to make any effort in directing the court to a mathematical, sensible, legally justifiable, and factually credible system of overtime pay. That it was humanly impossible to work for 24 hours without a break.

38. On the issue of whether the Appellant is entitled to an award of house allowance, counsel submitted that the letter of appointment produced showed that the Appellant was paid a gross salary which was inclusive of house allowance.

39. Counsel submitted that the payslips produced by the Respondent showed that the Appellant received a consolidated gross pay and that the Appellant did not establish a prevailing grievance about the claimed house allowance while the

contract of service subsisted which made the claim speculative and afterthought.

40. On the issue of whether the Appellant was entitled to an award of service pay, counsel relied on Section 35(6) of the Employment Act and the case of **Hassanath Wanjiku v Vanela House of Coffees [2018] eKLR** to submit that employees who are members of NSSF are excluded from claiming service pay.

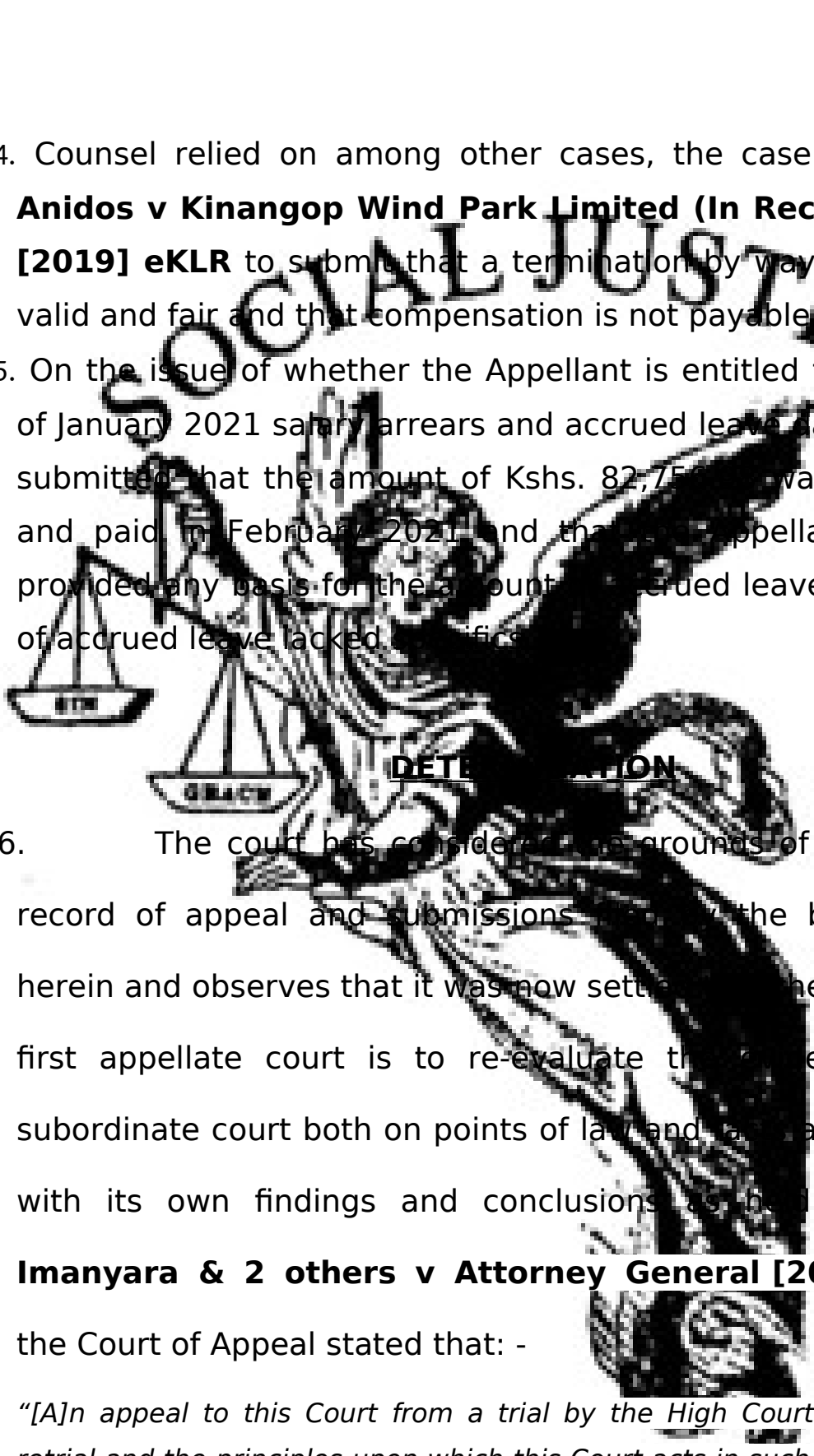
41. On the issue of whether the Appellant is entitled to an award of exemplary and general damages, counsel relied on the case of **George Onyango Akuti v G4S Security Services Kenya Ltd [2013] eKLR** to submit the settled law that general damages are not awardable in a claim for unfair/wrongful termination of employment.

42. On the issue of whether the Appellant is entitled to an award of Notice pay, counsel submitted that the employer dutifully processed and paid notice pay of two months in February 2021. The claim of notice pay was therefore misplaced and no justification of the prayer has been made.

43. On the issue of whether the Appellant was entitled to an award of compensation, counsel submitted that the Court rightfully dismissed the claim for compensation on the basis that there were valid reasons for the termination of employment, the Appellant responded to a show cause letter, attended a disciplinary hearing, fair procedure was adopted and that the termination complied with the contractual provision of payment of notice pay.

44. Counsel relied on among other cases, the case of **Manuel Anidos v Kinangop Wind Park Limited (In Receivership) [2019] eKLR** to submit that a termination by way of notice is valid and fair and that compensation is not payable.

45. On the issue of whether the Appellant is entitled to an award of January 2021 salary arrears and accrued leave days, counsel submitted that the amount of Kshs. 82,7[illegible] was processed and paid in February 2021 and that the Appellant had not provided any basis for the amount of accrued leave. The Claim of accrued leave lacked specifics.



DETE[illegible]ATION

46. The court has considered the grounds of appeal, the record of appeal and submissions by the both parties herein and observes that it was now settled that the duty of the first appellate court is to re-evaluate the evidence in the subordinate court both on points of law and fact and come up with its own findings and conclusions as held in **Gitobu Imanyara & 2 others v Attorney General [2016] eKLR,** the Court of Appeal stated that: -

"[A]n appeal to this Court from a trial by the High Court is by way of retrial and the principles upon which this Court acts in such an appeal are well settled. Briefly put, they are that this court must reconsider the evidence, evaluate it itself and draw its own conclusions though it should

always bear in mind that it has neither seen nor heard the witnesses and should make due allowances in this respect"

47. In this case, the judgment of the trial court was a declaration that the Claimant's termination by the Respondent was lawful and procedural and he was not entitled to any of the reliefs sought having being been terminated lawfully. The court therefore dismissed the Claimant's claim with costs to the Respondent. The Appellant appealed against the whole of the judgment raising 4 grounds.

48. The court finds that the issues placed by the parties for determination in the appeal and in the grounds could be condensed to two issues namely: -

a. *Whether the trial court erred by finding that the Appellant was lawfully and procedurally terminated.*

b. *Whether the trial court erred by not awarding the Appellant his terminal dues and reliefs sought*

Whether the trial court erred in finding that the Appellant was lawfully and procedurally terminated.

49. It was common ground that the Appellant was an employee of the Respondent from October 2006 to January 2021 where the Appellant was initially engaged as a casual employee earning Kshs 5,500/= until he was given a permanent contract on 30th July,2012 as a packer with a gross salary of Kshs 17,370/= which would be increased yearly. That he was terminated vide the termination letter dated 26th January,2021 received on [illegible]ry ,2021 on charges of being away from duty for 6 days while he was in police custody for unproven charges.

50. It was clear that the reason for which the Appellant's service was terminated by the Respondent was due to absenteeism from 14th January,2021 to 19th January, 2021 while he was in police custody for sexual related offence. Although there was a letter stating that the Appellant was cleared of the charges the girl having been found above 18 years it was clear during the disciplinary hearing the Appellant accepted that he did not know the age of the girl, she did not have an ID and the parents were not aware.

51. This court also notes that the Appellant was put to task to explain about the requisition to compel attendance on 26th January, 2021 issued on 19th January, 2021 if at all the case was closed. The court also notes the Appellant's letter dated 9th September, 2020 where he was absent from 6th to 8th September, 2020 as per allegations of being on police custody. The Appellant was verbally cautioned and given a final warning on involvement of criminal activities.

52. Despite the warning the Appellant was again arrested on 14th January, 2021 and released on 19th January 2021. Although he stated that he was not cleared he attendance was required on 26th January, 2021 which means the case was not cleared.

2. This court is awake to the requirement that employers must terminate the services of employees for fair and valid reasons as required by section 43 of the Employment Act. If the provisions of this section is not adhered to, the termination becomes unfair under section 45.

3. The court is further aware of the respective burden of proof under section 47(5) of the act where the Appellant ought to illustrate that a termination which was unfair took place and

the Respondent had a duty to justify the reasons for the termination. In this particular case the court is not convinced that the Appellant illustrated unfair termination occurred before the Respondent could be called upon to justify the grounds of absenteeism. Reliance is put on the case of **Pius Machafu Isindu v Lavington Security Guards Limited [2017] eKLR** in which court held as follows on this burden: -

14. Section 47 (5) of the ACT provides for the procedure to be followed in matters of complaints of unfair termination as follows:
"(5) For any complaint of unfair termination of employment or wrongful dismissal the burden of proving that an unfair termination of employment or wrongful dismissal has occurred shall rest on the employee, while the burden of justifying the reasons of the termination of employment or wrongful dismissal shall rest upon the employer."
[Emphasis added]
So that, the appellant in this case had the burden to prove, not only that his services were terminated, but also that the termination was unfair or wrongful. Only when this foundation has been laid will the employer be called upon under section 43 (1) to show the reason or reasons for the termination, and where the employer fails to do so, the termination shall be deemed to have been unfair within the meaning of section 45."
15. We have carefully examined the testimony of the appellant in relation to the discharge of his evidential burden but we are afraid it does not lay the necessary foundation to require the employer's response under section 43.

53. Absconding of duties under section 44(4) (a) of the Act is a gross misconduct warranting a summary dismissal when an employee is absent without a just cause. Clause 22(c)(v) and 22(d)(iv) of the employment contract provided for the same absenteeism where one would be dismissed if absent for seven days. This court notes that the Appellant was absent for 6 days and he had previous cases of being absent while on police custody and he was given a warning.

54. The trial court was not bound to undertake a burden of proof beyond reasonable doubt as in criminal matters but that of civil matters on balance of probabilities. In other words, would a reasonable employer act the same? However, the Court will not replace its subjective views of what constitutes a valid reason for termination of an employment contract with that of the employer. Justice Professor Ojwang' in the case of **Kenya Revenue Authority Vs Menginya Salim Murgani, Civil Appeal No. 108 of 2009** as cited in **Republic Vs National Police Service Commission Ex parte Daniel Chacha Chacha JR 36 of 2016 (2016) eKLR** observed as follows:

> "There is ample authority that decision making bodies other than courts and bodies whose procedures are laid down by statute are

masters of their own procedures. Provided that they achieve the degree of fairness appropriate to their tasks. It is for them to decide how they will proceed"

55. And the Court of Appeal in **Civil Appeal No 66A of 2017, Kenya Revenue Authority v Reuwel Waithaka Gitahi & 2 others [2019) eKLR** stated as follows:

> *"...It is improper for a court to expect that an employer would have to undertake a near forensic examination to establish facts and seek proof beyond reasonable doubt as in a criminal trial before it can take appropriate action subject to the requirements of procedural fairness that are statutorily required. The standard of proof is on a balance of probability, not beyond reasonable doubt, and all the employer is required to prove is the reason that it "genuinely believed to exist" causing it to terminate the employee's services..."*

56. Further Lord Denning in the cited case of **British Leyland UK Ltd v Swift [1981] IRLR** stated:

> 'The correct test is: Was it reasonable for the employers to dismiss him? If no reasonable employer would have dismissed him, then the dismissal was unfair, but if a reasonable employer might reasonably have dismissed him, the dismissal was fair. You must be remembered that in all these cases there is a band of reasonableness, within which an employer might reasonably take one view: another quite reasonably take a different view. One would quite reasonably dismiss the man. The other quite reasonably keep him on. Both views may be quite reasonable. If it was quite reasonable to dismiss him, then the dismissal must be upheld as fair even though other employers may not have dismissed him"

57. Drawing from the above cited cases, once the Court is persuaded that there existed reasonable grounds upon which a reasonable employer would consider termination of service as commensurate to the infraction perpetrated by the employee,

judges as humans presiding over the matter must not substitute their own view or feeling of what is reasonable with that of an employer unless unavoidable in the circumstances.

58. This court therefore agrees with the trial court that the Respondent had reasonable grounds to terminate the Appellant's services.

59. On the procedural fairness as is provided for under section 41 of the Employment Act which is coached in mandatory terms as seen in the case of **Kenya Union of Commercial Food and Allied Workers v Meru North Farmers Sacco Limited [2014] eKLR** that: -

Section 41 of the Employment Act is couched in mandatory terms. Where an employer fails to follow these mandatory provisions, whatever outcome of the process is bound to be unfair as the affected employee has not been accorded a hearing in the presence of their union representative.

60. This court notes that the Appellant was served a show cause letter dated 20th January, 2021 which he responded but invited the same date to a disciplinary hearing on 23rd January, 2021. That the minutes of the disciplinary hearing was filed at trial court despite the Appellant denying attending the hearing he signed the minutes and he never proved that the signature was

not his. He was advised to attend the hearing with a colleague who he stated had not arrived. He never requested for more time if the timelines were short.

61. That during hearing the Appellant admitted that despite his colleague checking on him while in custody he did not send him to communicate his arrest to his supervisors and the Respondent found his responses unsatisfactory as seen above hence he was terminated in February, 2021 and paid his terminal dues as per the terminal dues tabulation of 28th January,2021 in February 2021.

62. This court therefore agrees with the trial court that the Appellant's termination was lawful and procedural and this ground of appeal fails.

Whether the trial court erred by not awarding the Appellant his terminal dues and reliefs sought

63. The trial court having found that the Appellant was fairly terminated was justified in not awarding compensation however, there are terminal dues payable to an employee regardless of a fair or unfair termination.

64. The terminal dues paid to the Appellant of 28th January,2021 were salary for January 2021, leave pay and notice pay of two months salary. The Appellant confirmed payment of his dues through the bank and that he did not understand them. Although the January 2021 pay slip showed the net pay as -0.14 it was clear the Appellant did not work the whole month and the final dues gave him some January pay.

65. The Appellant was not entitled to any compensation for unfair termination as well as house pay having being terminated fairly and procedurally. The Appellant was not entitled to any exemplary and general damages as the same do not apply in unfair termination and since the termination was also fair.

66. On the claim for overtime, unpaid leave and housing allowance these could be claimed within 12 months as continuing injuries under section 90 of the Employment Act. The Appellant was terminated in January 2021 but the claim was dated 27th July,2023 hence he could not claim continuing injuries as they were time barred. This position was emphasized in among other cases in the Recent Court of Appeal decision in **The**

German School Society & another v Ohany & another (Civil Appeal 325 & 342 of 2018 (Consolidated)) [2023] KECA 894 (KLR) (24 July 2023) (Judgment) while relying on India decisions the court had this to say:-

Normally, a belated service related claim will be rejected on the ground of delay and laches or limitation. One of the exceptions to the said rule is cases relating to a continuing wrong. Where a service related claim is based on a continuing wrong, relief can be granted even if there is a long delay in seeking remedy, with reference to the date on which the continuing wrong commenced, as such continuing wrong creates a continuing source of injury. Borrowing from the excerpts reproduced above and considering that the respondent continued to work under the same circumstances, we find and hold that the breach complained of was of a continuing nature, capable of giving rise to a legal injury which assumes the nature of a continuing wrong. It follows that the appellant's argument that the claims were time barred fails. To the contrary, the said claims fall within the ambit of a continuing wrong contemplated under section 90

67. On the issue of reinstatement, it is more than three years since cessation of the employment relationship as per provisions of **Section 12(3)(vii) of the Employment and Labour Relations Court Act** hence the Appellant is not entitled to the same. The Appellant could not claim January,2021 salary when it was covered for under the final dues.

68. The claim for service pay was not merited since the Appellant was a member of NSSF and Pension scheme which is an exception under section 35(6) of the act.

69. **In the upshot the Appeal is found unmerited is hereby dismissed with costs to the Respondent**.

70. **It is so ordered.**

Dated at Nairobi this 5th day of December, 2025

Delivered virtually this 5th day of December, 2025

Abuodha Nelson Jorum

President/Judge-Appeals Division