



Mwandale v Intergrated Science and Engineering Projects Limited (Cause 1618 of 2018) [2026] KEELRC 126 (KLR) (23 January 2026) (Judgment)

Neutral citation: [2026] KEELRC 126 (KLR)

REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 1618 OF 2018
JW KELI, J
JANUARY 23, 2026

BETWEEN

NICOLE ASHLEY MWANDALE CLAIMANT

AND

INTERGRATED SCIENCE AND ENGINEERING PROJECTS LIMITED RESPONDENT

JUDGMENT

1. The Claimant instituted this suit vide a Statement of Claim dated 14th December 2018, seeking the following orders against the respondent:-
 - a. A declaration that the Respondent's withholding of the Claimant's lawful dues is unlawful and unfair;
 - b. An order directed to the Respondent to pay the Claimant damages for unlawful and discriminatory treatment;
 - c. An order for the payment of all lawful terminal dues set out at paragraph 7 above;
 - d. An order for the release of the Claimant's Certificate of Service;
 - e. Payment of damages for unlawful retention of accrued salaries;
 - f. Costs of this suit with interest thereon.
2. Alongside the statement of claim dated 14th December 2018, the Claimant filed a verifying affidavit sworn on 14th December 2018; a list of witnesses dated 14th December 2018; a witness statement dated 14th December 2018; and a list of documents of even date with the bundle of documents attached.
3. The Respondent entered appearance through the law firm of M/s Oduk Ongati Advocates and filed a statement of response dated 19th March 2025. They also filed a list of witnesses dated 19th March 2025,



witness statement of Caleb Opati William of even date; and a list and bundle of documents of even date.

Hearing and evidence

4. The default judgment of the court dated 28th March 2024 was set aside, and the matter was heard interpartes. The claimant's case was heard on the 25th June 2025 when she testified on oath, amended her prayers on outstanding salary and leave days, and produced her documents. she was cross-examined by counsel for the respondent Ms. Oduk and re-examined by her counsel, Ms Guserwa,
5. The respondent's case was heard 24th July 2025 with Caleb Opati was the witness of fact. he adopted as his evidence in chief his witness statement dated 19th March 2025 and produced as his evidence documents under list dated 19th march 2025 as R-exhibits 1-7. he was cross-examined by counsel for the claimant Ms Guserwa and re-examined by his counsel, Ms Oduk,

The Claimant's case in summary

6. The Claimant's case is that she was employed by the Respondent as a Water Supply Engineer/Assistant Resident Engineer on 15th April 2017, at a consolidated monthly salary of Kshs. 60,000/-.
7. Despite performing her duties diligently and honestly, the Respondent maliciously, unlawfully and unjustifiably denied the Claimant her salary for three (3) continuous months in the year 2018, forcing her to tender her resignation vide her letter dated 31st July 2018, owing to economic exposure and hardship, which made it untenable to remain in the Respondent's employment.
8. The Claimant sets out particulars of malice as: withholding the Claimant's accrued benefits due to her; failing and/or refusing to pay the Claimant her salary thereby forcing her to resign; maligning the Claimant's name, integrity and profession; discriminating against the Claimant while paying other employees; exposing the Claimant to ridicule and suffering; exposing the Claimant to pecuniary embarrassment and economic harassment.
9. The Claimant seeks salary for 3 months at Kshs. 60,000/- per month for the months of May to July 2018; pay in lieu of leave days for 1 year 3 months accrued; and damages.

The Respondent's case in brief

10. The Respondent admits that they employed the Claimant on a short-term basis, specifically to support a project dubbed "consultancy services for design, preparation of bid documents, and supervision of construction of phase two of the export processing zone authority waste water treatment plant". Unfortunately, the project proponents delayed in making payments, causing the Respondent to fail to pay its staff timeously. They communicated as much to all the employees. The delay affected a total of 10 employees who all went without pay for 2 months.
11. The Respondent avers that immediately upon receipt of the payment, the Respondent paid all the employees in arrears, including the Claimant, who had resigned by this time. The payment that was made to the Claimant was a time-based fee, amounting to a gross of Kshs. 60,000 per accomplished month of service, in accordance with the parties' agreement. Since the Claimant had worked for 14 days in May 2018, 19 days in June 2018 and 20 days in July 2018 as evidenced by the time sheets she presented to the Respondent, she received a payment of Kshs. 143,710.00 which covered her pro-rated arrears over that three-month period.
12. Pursuant to the foregoing, it is the Respondent's case that the claim for payment of 3 month's salary arrears is without merit and should be dismissed.



13. On the issue of leave days, the Respondent takes the position that the Claimant forfeited her 13 pending leave days by failing to give the Respondent a 2-month notice prior to her resignation. Instead, the Claimant served the Respondent with a 7-day notice, contrary to the parties' agreement.
14. The Respondent denies that the Claimant was subjected to discrimination as claimed. They state that for the duration of the Claimant's engagement with the Respondent, the Respondent did not receive any complaints concerning discriminatory treatment. The truth of the matter, according to the Respondent, is that the Respondent supported the Claimant throughout her employment, ranking her favourably in her annual performance appraisal report and providing her with glowing recommendations, even after her departure. A person facing discrimination would not be treated in this manner.

Determination

Issues for determination

15. The claimant raised the following issues for determination –
 - (a) Whether the Claimant was an employee of the Respondent
 - (b) Whether the Claimant's salaries and pay in lieu of leave were unfairly withheld by the Respondent.
 - (c) Whether the Claimant is entitled to any reliefs
16. The respondent raised the following issues for determination –
 - a) Whether the Claimant was an employee of the Respondent;
 - b) Whether the Claimant is entitled to the reliefs sought
17. The court adopted the issues raised by the parties for determination in the dispute as follows-
 - (a) Whether the Claimant was an employee of the Respondent
 - (b) Whether the Claimant's salaries and pay in lieu of leave were unfairly withheld by the Respondent.
 - (c) Whether the Claimant is entitled to any reliefs

Whether the Claimant was an employee of the Respondent

18. The claimant submitted that- It is not in dispute that the Claimant was an employee of the Respondent as this fact has not been disputed by the Respondent on being served with Court Summons: It is also not in dispute that the Claimant was working in the position of Water Supply Engineer/Assistant resident Engineer earning a consolidated monthly basic salary of Kshs. 60,000/= per month.
19. Conversely, the respondent submitted as follows-Section 2 of the *Employment Act* 2007 defines an employee in the following terms – “employee” means a person employed for wages or a salary and includes an apprentice and indentured learner; In the same manner, the Act defines a contract of service as “an agreement, whether oral or in writing, and whether expressed or implied, to employ or to serve as an employee for a period of time, and includes a contract of apprenticeship and indentured learnership but does not include a foreign contract of service to which Part XI of this Act applies;” Disputes arising from or connected to employment and labour relations fall within the ambit of this Honourable Court by virtue of Section 12 of the *Employment and Labour Relations Court Act*. Other disputes, such as



the instant case, do not. The contractual agreement between the parties. The parties entered into a contract on 15.04.2017. [See the Claimants' bundle of documents dated 14.09.2018] A reading of that contract clearly demonstrates that the parties therein could not have intended to enter into an employment contract, but rather a consultancy agreement. In addition, the nature of work and the manner in which the Claimant performed her contractual obligations further strengthen our position. Indeed, the Court will recall that during the hearing of this matter, the Claimant confirmed that she performed her obligations in accordance with the contract. That being the case, the Court is now called upon to analyse the terms of the parties contract to establish whether it was an employment contract or a consultancy agreement. This approach is in line with jurisprudence from various courts. For instance, in; *Magnate Ventures Ltd v David Odwori Namuhisa* (Civil Appeal 58 of 2018) [2020] KECA 457 (KLR) the court of appeal when dealing with a similar matter said the following; "Whether the parties' relationship was based on the consultancy agreement or an employment relationship requires that we consider the contractual terms of the parties' agreement to construe the purport and intent, or the 'true meaning' of the contract, this being a basic tenet of contract law, in order to give effect to the parties' intentions. The court then went on quote the case of *Charter Reinsurance Co Limited vs Fagan* [1997] AC 313 the UK Court of Appeal which said that; "... the court should remind itself that the task is to discover what the parties meant from what they have said, and that to force upon the words a meaning which they cannot fairly bear is to substitute for the bargain actually made one which the court believes could better have been made. This is an illegitimate role for the court." It then concluded by saying; "Consequently, whether the terms of the agreement resulted in a consultancy or employment relationship essentially boils down to what was the parties' intention when they entered into the agreement" For emphasis, we reiterate that the Respondent is a consulting firm that won an award to implement a specific tender. It is for that purpose that it engaged the Claimant. In the course of their engagement, the Claimant worked specifically on this singular assignment. She was not given any other responsibilities that could be perceived to have derogated from the terms of the contract. Thus, we have come to the easy conclusion that there was no ambiguity either in the wording of the contract or in its performance. Both parties knew what they had bargained for and that bargain resulted in a consultancy agreement and nothing more. Contrasting employment contracts with consultancy agreements. Courts have laid down the principles that guide their decision when dealing with similar matters by outlining the factors that differentiate consultancy agreements from employment contracts. For instance, in the case of *Kenneth Kimani Mburu & another v Kibe Muigai Holdings Limited* [2014] KEELRC 723 (KLR) the court stated the following; "In answering the first question, the Court must attempt to evaluate these two agreements, and make a finding whether they are employment contracts, or consultancy contracts..... A Consultant performs work for another person, according to his own processes and methods. A Consultant is not subject to another's control, except to the extent admitted under the contract ...A Consultant is paid a fee as confirmed by the Respondent's Witness Mr. Karabilo, not a salary. A Consultant is not eligible for Company benefits such as health insurance..... A Consultant would not normally be provided with the tools of work....A Consultant would have the latitude to discharge his obligation according to his own processes and methods, which would include the ability to subcontract or hire own assistants. In yet another case where the court was confronted with a similar challenge, it applied a similar reasoning stating that; "Applying these principles to the instant case, it is not in dispute that the principles apply on all fours. As the Claimant submitted, the consultancy contract between the parties made provision for "salary" per month, the Claimant's position was essential and critical to the Respondent's business. He was an integral part of the business. He made the menu of the Italian restaurant under the directions of the Chief Chef. The contract had a probationary period of 6 months, tools of trade such as uniform, shoes, meals, laundry, non-delegation of duties, working hours per day and week up to 48 hours, termination clause and non-engagement in any other employment or consultancy, whether paid or not



without written permission of the Respondent are key elements of a contract of service.” [See *Pietro Lunghi v Simba Hospitality Services Limited t/a Villa Rosa Kempinski* [2022] KEELRC 1083 (KLR) 20. Again, similar factors came up for consideration in *Everret Aviation Limited V Kenya Revenue Authority (Through The Commissioner of Domestic Taxes)* [2013] KEHC 6352 (KLR) and the court re-affirmed that; “The factors relevant in a particular case may include, in addition to control and integration: the method of payment; any obligation to work only for that employer, stipulations as to hours; overtime, holidays etc; arrangements for payment of income tax and national insurance contribution; how the contract may be terminated; whether the individual may delegate work; who provides tools and equipment; and who, ultimately, bears the risk of loss and the chance of profit. In some cases the nature of the work itself may be an important consideration”. In line with that reasoning and taking into account the factors outlined above, this Honourable Court is invited to interrogate the terms of the parties’ contract and find that they could have only intended that a consultancy agreement would ensue. To illustrate this point, the Honourable Court’s attention is drawn to the following clauses of the said contract; The terms of the contract Clause 2.4: the necessary equipment will have to be provided by the employee herself Clause 3.1: the employee may freely schedule her working hours. She will generally not be bound to fixed working hours..... Clause 4.1: an employee is paid a time-based fee amounting to 60,000 per accomplished month of assignment. For purpose of pro-rata invoicing, a month is understood to be a period of 30 calendar days.” Clause 5.2: the payment for services is due immediately upon receipt of verifiable timesheet as stipulated in 3.2 22. In addition, the contract does not indicate whether the claimant would report to any officer, instead it requires deliverables, stating under Clause 2.2 that “the employee will present her services and results in the form and language agreed upon....[by the parties]” Further, the contract does not make provisions for employment benefits such as medical cover or telephone allowance. Instead, it states under clause 4.1 thereof that “All costs incurred by the employee in performing her services and the execution of this contract will be covered by the remuneration fee” and finally, the contract does not speak to the employer’s responsibilities concerning the payment of statutory deductions, leaving that task with the employee as evidenced by the fact that her salary was paid in gross. For all these reasons, we submit that the parties did not enter into an employer-employee relationship but rather a consultancy agreement. This being the case, the instant claim does not fall within this Honourable Court’s jurisdiction and the Court ought to dismiss it. We pray that the Court remains alive to a long held position, that “Where a court has no jurisdiction, there would be no basis for a continuation of proceedings pending other evidence. A court of law down tools in respect of the matter before it the moment it holds the opinion that it is without jurisdiction.” [See *Owners of the Motor Vessel “Lillian S” v Caltex Oil (Kenya) Ltd (Civil Appeal 50 of 1989)* [1989] KECA 48]

Decision

20. The parties were in agreement that an employee is as defined in section 2 of the *Employment Act*, to wit, Section 2 of the *Employment Act* 2007 defines an employee in the following terms: “employee” means a person employed for wages or a salary and includes an apprentice and indentured learner; “In the same manner, the Act defines a contract of service as “an agreement, whether oral or in writing, and whether expressed or implied, to employ or to serve as an employee for a period of time, and includes a contract of apprenticeship and indentured learnership but does not include a foreign contract of service to which Part XI of this Act applies;” The respondent contended that the claimant was not an employee but a consultant hence no contract of service. In *Ready Mixed Concrete (South East) Ltd v Minister of Pensions and National Insurance* [1968] 2 QB 497 The Judge held that a contract of service exists if –
- (i) The servant agrees that, in consideration of a wage or other remuneration, he will provide his own work and skill in the performance of some service for his master.



- (ii) He agrees, expressly or impliedly, that in the performance of that service he will be subject to the other's control in a sufficient degree to make that other master.
 - (iii) The other provisions of the contract are consistent with its being a contract of service.
21. In the instant case, the claimant produced as her evidence of contract of service a document issued by the respondent titled, 'employment service contract.' The contract specifically mentioned the claimant as an employee, as a Water supply engineer /assistant resident engineer in the company's commissioned projects. The claimant was reporting to the Managing Director. There was a clause on the services to be provided by the employee. The contract provided that the claimant was to provide for her equipment, would freely schedule her working hours, and would provide a report of activities and end-of-month reports and a time sheet for the services rendered. The employee was entitled to 21 days of annual paid leave. The contract had a notice period of 2 months. The court finds that the work of the claimant was integral to the core business of the respondent and that she was treated as an employee and not consultant as she was entitled to 21 days annual leave under section 28 of the Employment Act and her salary was fixed despite the provision for flexible working hours and proration for days worked. The court finds that the claimant held a contract of service and not a consultancy.

Whether the Claimant's salaries and pay in lieu of leave were unfairly withheld by the Respondent and merit of reliefs sought

22. The claimant submits that- she was forced to resign from her employment on 31st of July, 2018 as a result of lawful denial of payment of her accrued salaries and allowances by the Respondent. The Employment Act, 2007 under Section 17(1) provides that:- Payment, disposal and recovery of wages, allowances etc (1) Subject to this Act, an employer shall pay the entire amount of the wages earned or payable to an employee in respect of work done by the employee in pursuance of a Contract of service directly in the currency of Kenya. (a) In Cash (b) Into an account at a bank, or building, society, designated by the employee. (c) By cheque, postal order or money order in favour of the employee. It is an implied term in a Contract of employment that the employee will serve the Employer with fidelity and in good faith. We submit that the Claimant throughout her years of service diligently, committedly and with honesty served the Respondent. The Respondent's failure to pay the Claimant her accrued salary and benefits violates the provisions set out under Section 17 (1) of the Employment Act 2007 as set out above as well as her right to fair labour practices under Article 41 of the Constitution of Kenya. We invite the Honourable Court to note that the Respondent's actions subjected the Claimant to pecuniary and economic hardship, harassment which is indicative that the Respondent does not have any regard to the Claimant's welfare and rights she is entitled to under the relevant legal provisions. In this respect the Respondent's admission that the Company had not paid the Claimant her lawful dues by the time this suit was filed is indeed an admission by the Respondent that it treated the Claimant unfairly and violated her rights to lawful expectation. we invite the Honourable Court to find and hold that the Claimant had not been paid her 3 months salary prior to her resignation from the Respondent company. 19. We further submit that the Claimant was not paid her leave days for a period of 1 year 3 months which stands at Kshs.6,500/=after taking into account and giving credit for 26.25 leave days less 23.25 days being 3.25 days the leave days she had forfeited in lieu of Notice pay. 20. We urge the Honourable Court to hold and find that the Claimant is therefore entitled to the reliefs sought in her Statement of Claim as the same have not been challenged by the Respondent who has been hard pressed to explain the breakdown nor the basis of the sum of Kshs. 143,710/= deposited in the Claimant's Bank Account out of Kshs.180,000/= that was due for the 3 months leaving a balance of Kshs.36,290/= outstanding pay. D.3 Whether the Claimant was discriminated 21. We submit that the Respondent discriminated the Claimant by failing to pay her lawful dues while paying other employees. To this end



the Respondent failed to avail to the Honourable Court a copy of the payroll to prove how and when other employees were paid.

23. Conversely, the respondent submitted that the Claimant's submissions have set out extremely exorbitant figures. The respondent submitted that the claimant had not, however, placed any evidence before this court to support those claims. This despite the fact that Courts have repeatedly found that prayers for damages out to be reasonable and proportionate otherwise the same cannot stand. Indeed, even the precedent that the Claimant relies upon to support her claim explicitly dismissed a similar prayer stating that, "The Claimant has further sought for general damages which he has fixed at Kshs. 1,000,000. I have found it difficult to understand the basis for this claim. There is no evidence placed before Court that can be anchor upon which the Court can make an award of the same. In fact, the Claimant has pleaded and sought for the same as special damages. Special damages must be specifically proved. That was not the case here. The claim is consequently declined." [See James Musyoki Paul Vs. Countryside Dairy Ltd ELRC Cause No. 2455 of 2017] 28. In addition, when this matter first came to court in 2019 and an ex-parte award was issued, that court went above and beyond to elucidate the reasons why the orders sought could not be granted. [See Mwandale v Integrated Science and Engineering Projects Limited (Cause 1618 of 2018) [2024] KEELRC 807 (KLR)] 29. Regarding prayers for grant of orders for unlawful and discriminatory treatment [which the claimant now pegs at Kshs. 720,000] that court said the following; "With great respect, as regards her claim that she was discriminated against by the Respondent, the Claimant just made a bald assertion, one that was not supported by any evidence. The Claimant has not stated with specificity which employees were paid their salaries during the period that she did not receive hers, therefore, leading no evidence of the alleged differential treatment. Consequently, I return that the Claimant has not proved her claim on discrimination to requisite standards." Regarding the claim for general damages for unlawful retention of her salaries [which the claimant now pegs at Kshs. 500,000] the following was the court's view; "The Claimant has not explained in her pleadings or evidence, the basis for this claim under law. At best, she could claim for interest on the withheld salary from the time the salary accrued till payment in full. This could compensate her for any prejudice or loss suffered by the Respondent keeping the money from her. Regrettably, the Claimant did not couch her claim in a manner that could allow this Court to grant such interest. I am therefore not convinced that the Claimant is entitled to the damages sought under this head." evidence before this court to support those claims. This despite the fact that Courts have repeatedly found that prayers for damages out to be reasonable and proportionate otherwise the same cannot stand. Indeed, even the precedent that the Claimant relies upon to support her claim explicitly dismissed a similar prayer stating that " "The Claimant has further sought for general damages which he has fixed at Kshs. 1,000,000. I have found it difficult to understand the basis for this claim. There is no evidence placed before Court that can be anchor upon which the Court can make an award of the same. In fact, the Claimant has pleaded and sought for the same as special damages. Special damages must be specifically proved. That was not the case here. The claim is consequently declined." [See James Musyoki Paul Vs. Countryside Dairy Ltd ELRC Cause No. 2455 of 2017] In addition, when this matter first came to court in 2019 and an ex-parte award was issued, that court went above and beyond to elucidate the reasons why the orders sought could not be granted. [See Mwandale v Integrated Science and Engineering Projects Limited (Cause 1618 of 2018) [2024] KEELRC 807 (KLR)] 29. Regarding prayers for grant of orders for unlawful and discriminatory treatment [which the claimant now pegs at Kshs. 720,000] that court said the following; "With great respect, as regards her claim that she was discriminated against by the Respondent, the Claimant just made a bald assertion, one that was not supported by any evidence. The Claimant has not stated with specificity which employees were paid their salaries during the period that she did not receive hers, therefore, leading no evidence of the alleged differential treatment. Consequently, I return that the Claimant has not proved her claim on discrimination to requisite standards." 30. Regarding the claim for general damages for unlawful



retention of her salaries [which the claimant now pegs at Kshs. 500,000] the following was the court's view; "The Claimant has not explained in her pleadings or evidence, the basis for this claim under law. At best, she could claim for interest on the withheld salary from the time the salary accrued till payment in full. This could compensate her for any prejudice or loss suffered by the Respondent keeping the money from her. Regrettably, the Claimant did not couch her claim in a manner that could allow this Court to grant such interest. I am therefore not convinced that the Claimant is entitled to the damages sought under this head." Having not changed tact in this matter, we respectfully urge this Court to consider the reasoning therein and find that since the same factors and omissions exist, then the same outcome should apply. 32. Finally, regarding orders for the payment of all lawful terminal dues set up at paragraph 7 of the amended claim, we submit as follows; According to clause 5.1 of the parties agreement, the Claimant was required to prepare timesheets for days worked. In compliance with these provisions, the Claimant submitted timesheets showing that she had worked for a total of 51 days during the months of May, June and July. [See Respondents bundle of documents dated 19th March 2025] The Claimant's gross remuneration, according to clause 4.1 of the parties' agreement, was Kshs. 60,000/- pro-rated for days worked. In consideration, the Respondent paid the Claimant a total of Kshs. 147,410 Kshs to cover this period.

Decision

24. The court finds that the case before the court was that of recovery of withheld salary and accrued benefits as stated in the witness statement of the claimant dated 14th December 2018 and adopted as evidence in chief. In the termination letter dated 23rd July 2018 the claimant gave notice of 7 days and forfeited her 13 days of leave towards notice period. The claimant did not raise any complaint. A demand letter was issued on 9th October 2018 for the outstanding salary arrears by Guserwa & company advocates. When the case was pending before the court the respondent paid as outstanding salary for the sum of Kshs. 143,710 and attached the time sheets to effect that she was paid for worked days on prorated basis. The claimant amended her claim for salary arrears to factor the amount paid . The claim was now for Kshs. 36,290 salary arrears. During the hearing, the claimant agreed she filed time sheets for 53 days for the period May-July. She confirmed her the outstanding 53 days amount to Kshs, 106.500. 106,500. Thee claimant confirmed she was paid Kshs. 143,710. She stated her balance was of Kshs. 37,710. The witness for the respondent at cross-examination agreed they owe the claimant. The claimant confirmed having forfeited her outstanding 13 days of leave in the resignation letter.
25. The claimant admitted she had no detail of specific instant of discrimination or evidence. in re-examination the claimant stated the payment of Kshs. 60000 was on calendar days including weekends. she stated she resigned as she was excepted to work for days without pay. The claimant confirmed she had not named any other employee and how they were paid.
26. I find that the failure to pay the salary earned when it was due was a fundamental breach of contract and is construed as having contributed to the resignation(Coca Cola East & Central Africa Limited v Maria Kagai Ligaga [2015] e KLR) The claimant had worked for 1 years and 3 months. I award compensation for constructive dismissal which amounts to unfair termination equivalent of 3 months compensation thus Kshs. 60000x 3 thus Ksh. 180000.
27. The claimant did not prove the claim for discrimination on a balance of probabilities and the same is dismissed.
28. The claimant is awarded balance of outstanding salary arrears of Kshs. 36290.
29. The claim for leave had no basis as the claimant forfeited the outstanding leave days for notice.



Conclusion

30. The claim is allowed. The court held the termination was unlawful on basis of constructive dismissal. Judgment is entered for the claimant against the respondent as follows-

- a. Compensation for unlawful termination equivalent to 3 months' salary Kshs. 180,000.
- b. Outstanding salary arrears of Kshs. 36,290.

Total sum of Kshs 216 ,290(above a and b) plus costs of the suit payable with interest at court rate from date of judgment.

- c. Certificate of service to issue under section 51 of the *Employment Act* within 30 days of the judgment.

31. It is so Ordered.

DATED, SIGNED, AND DELIVERED IN OPEN COURT AT NAIROBI THIS 23RD DAY OF JANUARY, 2026.

J.W. KELI,

JUDGE.

In The Presence Of:

Court Assistant: Otieno

Claimant: Ms Okondo h/b Guserwa

Respondent: Ms. Oduk

