

**REPUBLIC OF KENYA**  
**IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT**  
**NAIROBI**  
**CAUSE NO. E928 OF 2025**

EVERLYNE JUDITH KWAMBOKA.....CLAIMANT/RESPONDENT

VERSUS

THE STANDARD GROUP PLC.....1<sup>ST</sup>  
RESPONDENT/APPLICANT  
OFFICE OF THE DIRECTOR  
OF PUBLIC PROSECUTIONS.....2<sup>ND</sup> RESPONDENT

**RULING**

1. By a Ruling delivered on 14<sup>th</sup> November 2025, the Court allowed the Claimant/Respondent's application in the following terms:

- a) *The 1<sup>st</sup> Respondent is directed to immediately pay the Claimant the salary arrears and redundancy benefits in accordance with Sections 17(1) and 40(1)(e), (f), & (g) of the Employment Act, totaling Kshs 2,371,909.00, subject to statutory deductions.*
- b) *The 1<sup>st</sup> Respondent shall bear the costs of this Application.*

2. Following the said ruling, the 1<sup>st</sup> Respondent/Applicant filed the present Notice of Motion dated 21<sup>st</sup> November 2025, seeking the following orders:

*1) Spent.*

*2) Spent.*

*3) That upon hearing of the Application and determination of this Application inter partes, this Honourable Court be and is hereby pleased to stay the execution of the Ruling delivered on 14<sup>th</sup> November 2025 and the consequential orders flowing therefrom.*

*4) That the Applicant be allowed to settle the decretal sum of Kshs. 2,371,909, which emanated from the ruling dated 14<sup>th</sup> November 2025, in regular monthly instalments of Kshs. 200,000, as opposed to settling the same as a lump sum payment.*

*5) That the costs of this Application be provided for.*

3. The Motion is premised on the grounds stated on its face and is supported by the Affidavit sworn on 20<sup>th</sup> November 2025 by the Applicant's Legal Officer, **Jesse Waigwa**. Mr. Waigwa avers that the ruling delivered by this Honourable Court on 14<sup>th</sup> November 2025 ought to be stayed, as its execution is likely to occasion adverse financial consequences to the Applicant, which is presently experiencing significant economic distress.

4. He further states that unless a stay of execution is granted, the Applicant risks potential closure of its business operations due to numerous pressing financial obligations that threaten its overall financial stability.
5. Mr. Waigwa deposes that despite its financial challenges, the Applicant remains ready and willing to settle the decretal sum to ensure the matter is concluded expeditiously. However, owing to its precarious financial condition, it is unable to pay the decretal amount in a single lump sum. That consequently, the Applicant seeks the Court's indulgence to be permitted to liquidate the sum through monthly instalments of Kshs. 200,000/= as a measure to mitigate its current financial crisis.
6. He further asserts that the Applicant, being a publicly listed company, its financial records are accessible in the public domain, and those records confirm that the company is undergoing severe economic distress, evidenced by the losses reported in the most recent financial year.
7. The Application is opposed through the Claimant's Replying Affidavit, sworn on 26<sup>th</sup> November 2025, wherein she deposes that **Section 17 of the Employment Act** prohibits an employer from withholding wages once work has been performed and criminalises non-payment when wages fall due.

8. She asserts that there is no legal basis for part-payment or settlement of earned wages by instalments. In her view, permitting instalment payments would amount to sanctioning conduct that constitutes a statutory offence.
9. The Claimant further avers that the sums awarded by the Court were never disputed by the 1<sup>st</sup> Respondent.
10. She also states that as at the date the 1<sup>st</sup> Respondent purported to declare her redundant, it expressly admitted in writing that it owed her **Kshs. 848,728.00** in salary arrears and **Kshs. 1,523,181.00** as redundancy pay. The 1<sup>st</sup> Respondent had committed to settle these sums between August 2024 and August 2025 but failed to honour its own written undertaking.
11. The Claimant contends that having failed to comply even with its voluntary repayment proposal, the 1<sup>st</sup> Respondent cannot now seek the Court's indulgence to further delay payment.
12. She maintains that the 1<sup>st</sup> Respondent is a well-established and financially sound media house in Kenya and has not demonstrated any financial distress or

hardship sufficient to justify settling her lawful entitlements by instalments. She further notes that the 1<sup>st</sup> Respondent is presently hiring.

13. The Claimant avers that the 1<sup>st</sup> Respondent has offered no reasonable justification for seeking to pay in instalments, aside from an apparent attempt to delay compliance with this Court's ruling and orders.

14. In her view, the Application is tainted with unclean hands, as the 1<sup>st</sup> Respondent has consistently failed to meet its statutory obligations and now seeks discretionary and equitable relief to shield itself from the consequences of its own unlawful conduct.

#### **Submissions**

15. The Court granted both parties leave to file written submissions. While the Claimant uploaded her submissions, she did not pay the requisite filing fee, and as a result, the submissions were not duly filed.

#### **Analysis and Determination**

16. Having considered the Application and the Claimant's Replying Affidavit, it is evident that the sole issue for determination is whether this Court should allow the Application and permit the Applicant to settle the decretal amount in instalments.

17. The applicable legal framework in resolving this issue is **Order 21 Rule 12(2) of the Civil Procedure Rules**, which is couched as follows:

***“(2) After passing of any such decree, the court may on the application of the judgment debtor and with the consent of the decree holder or without the consent of the decree holder for sufficient cause shown, order that the payment of the amount decreed by postponed or be made by instalments, on such terms as into payment of interest, the attachment of the property of the judgment debtor or the taking of security from him, or otherwise, as it thinks fit.”*** Underlined for emphasis

18. In essence, the Court’s power to permit payment of a decretal amount by instalments is entirely discretionary. However, the applicant bears the burden of demonstrating sufficient cause to justify the exercise of that discretion.

19. The guiding principles on the exercise of this discretion were articulated in ***Keshvaji Jethabhai & Bros Limited v Saleh Abdulla [1959] EA 260***, where the Court held as follows:

***a. whilst creditors’ rights must be considered, each case must be considered on its own merits and discretion exercised accordingly.***

- b. the mere inability of a debtor to pay in full at once is not a sufficient reason for exercise of the discretion.*
- c. the debtor should be required to show his bona fides by arranging prompt payment of a fair proportion.*
- d. hardship of the debtor might be a factor, but it is a question in each case whether some indulgence can fairly be given to the debtor without prejudicing the creditor.*

20. Likewise, in *Jabali Alidina v Lentura Alidina [1961] EA 565*, the Court held as follows: -

*“All commentators on the Civil Procedure Code agree that the court’s discretion to order payment of the decretal amount in installments is one which must be exercised in a judicial and not an arbitrary manner. The onus is on the Applicant to show that he is entitled to indulgence under this rule. It is for the Applicant to show “sufficient reason” for indulgence being shown to him...”*

21. The crux of the Applicant’s case is that it is currently grappling with multiple pressing financial obligations that threaten its overall stability and economic well-being. While the Applicant maintains that it is ready and willing to settle

the decretal sum, it asserts that its present financial distress renders it unable to make payment in a lump sum.

22. Conversely, the Claimant argues that there is no legal basis for part-payment or instalment payment of wages once lawfully earned. She contends that wages cannot be staggered retroactively through instalments, as doing so would effectively sanction statutory violations.

23. The Claimant further maintains that the Applicant, being a well-established, long-standing, and financially capable media house in Kenya, has not demonstrated any concrete financial incapacity or hardship to justify settling her lawful entitlements by instalments. She adds that the Applicant is, in fact, currently recruiting staff.

24. In support of its position, the Applicant relies on an article published by “*Kenyan Wall Street*” on 29<sup>th</sup> August 2025, reporting that the Applicant posted a net loss of Kshs. 133 million, down from Kshs. 200 million during the same period in the previous year. The article further reports that the Applicant’s revenue had declined to Kshs. 789 million.

25. While the Court is persuaded that the Applicant may be experiencing financial strain, it has equally considered the circumstances giving rise to the sum claimed. The sums in question relate to the Claimant's salary arrears and redundancy benefits, which are statutory entitlements that have remained outstanding for nearly two (2) years. These are not discretionary payments and should not continue to remain unpaid for an unreasonable duration.

26. Nevertheless, the Court must balance the interests of both parties in the pursuit of substantive justice. Notably, as of 11<sup>th</sup> December 2025, the Applicant had remitted Kshs. 400,000.00 as a partial payment of the sums owed. In view of this payment, the Court is inclined to extend some reprieve to the Applicant.

27. Accordingly, and in balancing the parties' respective interests, the Court issues the following orders:

- a) The Applicant shall pay the sum of Kshs. 448,728/- being the balance of the Claimant's salary on or before 5<sup>th</sup> March 2026.**
- b) Thereafter, the Applicant shall pay the remaining balance of the sum ordered in the ruling of 14<sup>th</sup> November 2025 in five (5) equal consecutive instalments, with the first instalment payable on or**

before 5<sup>th</sup> April 2026. In the event of default in payment of any instalment, execution shall issue.

c) **The costs of this Application shall be in the cause.**

**DATED, SIGNED and DELIVERED at NYERI this 17<sup>th</sup> day of February 2026.**

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**STELLA RUTTO**

**JUDGE**

**In the presence of:**

Ms. Githinji instructed by Ms. Kilonzo for the Claimant/Respondent

Mr. Ngure instructed by Mr. Ogola for the Respondent/Applicant

Ndati Court Assistant

**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 had 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.

**STELLA RUTTO**

**JUDGE**