

REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT
NAIROBI

ELRC CAUSE NO E352 OF 2022

CROMWELL MBATHA NZIOKI.

.....**CLAIMANT**

VERSUS

**ARCHDIOCESE OF NAIROBI KENYA REGISTERED
TRUSTEES.....
RESPONDENT**

JUDGMENT

Background

1. The Claimant has instituted these proceedings to challenge the Respondent’s decision to terminate his services. He contends that he was employed by the Respondent to teach at St. Mary’s School, Westlands Nairobi but the contract of service was terminated improperly without justifiable reason and without regard for fair procedure.
2. The Claimant avers that on 14th February 2022, the school administrator wrote to inform him that he had received a report dated 8th February 2022 from the students via email in which they accused him of moral turpitude. He avers that the administrator informed him that the students had accused him of not maintaining boundaries between himself and female students. He further contends that the administrator told him that the students had accused him of

being overly touchy with them and asking for their personal information.

3. The Claimant avers that the administrator told him that the Board of Management for the school had already been appraised of the matter. He contends that the administrator asked him to proffer his written response by 16th February 2022.
4. The Claimant contends that the administrator's letter was defamatory of his character. He avers that the accusations leveled against him in the letter were false and deliberately intended to besmirch his character. He contends that the letter was published to other members of staff, the Respondent's advocate and other third parties.
5. The Claimant contends that prior to the impugned letter, the school administrator had threatened to terminate his services and mistreated him on various occasions. As such, he considers the impugned letter as a calculated assault on his person and character.
6. The Claimant avers that the words in the letter suggested: that he was a promiscuous and untrustworthy person and not worthy of being a teacher; that he had been making sexual advances to students; that he was a sex pest; that he was trying to lure female students by asking for their personal details; that he was an immoral and dangerous person; and that he was guilty of criminal conduct.

7. The Claimant reiterates that the school administrator acted with reckless abandon and was motivated by malice in publishing the impugned letter. He contends that the letter contained falsehoods and untruths.
8. The Claimant contends that he suffered shame and indignity due to the accusations against him. He contends that the accusations caused him mental anguish and ridicule resulting in right thinking members of society shunning and avoiding him.
9. The Claimant avers that he offered his response to the allegations on 16th February 2022 and requested for particulars of the accusations and the accusers. He contends that he also demanded for the withdrawal of the accusations and a formal apology. However, he contends that the Respondent neither acknowledged his response nor provided him with the information he had sought.
10. The Claimant avers that the Respondent summoned him to appear for a disciplinary hearing on 3rd March 2022. He contends that he protested this development through his advocates because he felt that the process was flawed, biased and pre-determined.
11. The Claimant contends that he feared that the process would violate his right to fair labour practice. He further contends that he felt that the process was discriminatory since the Respondent had declined to allow him to be represented by his advocate.

12. The Claimant avers that despite his protest, the Respondent convened the disciplinary hearing and questioned him in the absence of his accuser. He further avers that the proceedings went on before the Respondent supplied him with particulars and evidence of the accusations against him.
13. The Claimant contends that during the disciplinary hearing, the Respondent admitted its advocate to the session but denied him the right to legal representation. He contends that this put him in a position of disadvantage.
14. The Claimant avers that after the impugned disciplinary hearing, the Respondent wrote to him on 21st March 2022 suspending him from duty pending further investigations and a final decision on his case. However, he contends that the Respondent did not share with him the results of the alleged investigations. Despite this, he contends that it is upon the purported investigations that the Respondent terminated his services.
15. The Claimant avers that the purported suspension from duty did not make empirical sense. He contends that the suspension was an afterthought since it was imposed after the disciplinary hearing had been conducted. It is his case that he could not interfere with the Respondent's witnesses who in any event were unknown to him.
16. The Claimant avers that on 1st April 2022, the Respondent issued him with a notice of termination of his employment. He avers that the decision to terminate his services was pre-

meditated and therefore illegal. He contends that: there were no proper investigations of his case; his right to fair hearing was violated; the disciplinary hearing was flawed and malicious; the complainant was not presented before the disciplinary panel; no evidence was tendered to establish the charges against him; he was denied the right of appeal; and he was not supplied with a copy of the investigation report beforehand or at all. As such, he prays for the various reliefs in the Statement of Claim.

17. The Respondent does not admit the claim. It has filed a response to the Memorandum of Claim and several witness statements and documents to back its position on the matter.
18. The Respondent avers that it convened a routine school assembly on 4th February 2022 when the students showed signs of unrest. It avers that following the incident, various meetings were held with sections of the student body during which the girls informed one of their teachers that Mr. Nzioka had been seducing them. The Respondent avers that the students stated that they were no longer comfortable with the said Mr. Nzioka.
19. The Respondent avers that the students' class teacher escalated the matter to the school administrator. It avers that the administrator met the students on 7th February 2022 and asked them to do a written report regarding the alleged sexual harassment.

20. The Respondent avers that the students wrote to the administrator through an email sent to him by the Head Girl on 8th February 2022 setting out their grievances and names of the teachers who were handling them inappropriately. It contends that the matter was forwarded to the School Disciplinary Committee to handle. Meanwhile, it avers that the administrator wrote to the teachers who had been implicated in the misconduct informing them of this development and asking for their response.
21. The Respondent contends that after the affected teachers proffered their responses, the school's Board of Management set up a Disciplinary Committee to hear their cases. Meanwhile, the Respondent avers that it invited counsellors to counsel the affected students and to make further inquiries regarding what had transpired.
22. The Respondent avers that during the counselling sessions, more information was unearthed on what had been happening between the accused teachers and the affected students. It contends that some students volunteered this information through short notes whilst others presented their experiences through audio recordings.
23. The Respondent avers that the implicated teachers, including the Claimant, were taken through an initial disciplinary hearing on 2nd March 2022. It contends that the teachers were allowed an opportunity to be accompanied by a colleague or union representative and to call their

witnesses during the hearing. However, it avers that the Claimant did not come with a witness alleging that he had been unable to find one.

24. The Respondent avers that the disciplinary cases proceeded and the affected teachers, including the Claimant, expressed their satisfaction with the process. It contends that after the hearings, the counsellors who had spoken to the students were called back for a second counselling session whereafter they prepared their report dated 10th March 2022.
25. The Respondent avers that the Disciplinary Committee reconvened on 20th March 2022 when it was established that the female students who had lodged the complaints were being threatened by the teachers who had been accused of misconduct. As a result, it contends that a decision was taken to suspend the said teachers pending determination of their cases.
26. The Respondent contends that on 28th March 2022, the Board of Management deliberated on the recommendations of the Disciplinary Committee and reached the conclusion that the affected teachers, including the Claimant, were guilty of the infractions they were charged with. As such, it avers that they (the teachers) were summarily dismissed with the exception of one of them.
27. The Respondent contends that it did not reveal the identity of the students who suffered the sexual harassment because of their vulnerability. However, it contends that the

witnesses who had interrogated the students confirmed that the details in the email which reported the matter tallied with those of the students who had been affected by the malpractice.

28. The Respondent denies that it defamed the Claimant. It denies that it published the notice to show cause letter which the Claimant was issued with to third parties. It contends that the letter was issued as official communication and only got to persons who were entitled to deal with it in that capacity.

Issues for Determination

29. After evaluating the pleadings, evidence and submissions on record, the following issues arise for determination:-
- a) Whether the Claimant was defamed in the circumstances of this case.
 - b) Whether the Claimant's contract of service was terminated unlawfully?
 - c) Whether the Claimant is entitled to the reliefs which he seeks through these proceedings.

Analysis and Determination

30. The first issue for determination relates to whether the Claimant was defamed. It is necessary that the court first considers whether it has jurisdiction to entertain this aspect of the claim before it goes into the merits thereof.
31. According to the Claimant, the notice to show cause letter which the Respondent issued to him was defamatory. On the

other hand, the Respondent denies that the letter was defamatory.

32. The letter in question required the Claimant to address alleged infractions which he is said to have committed whilst in the Respondent's service. It is some of these accusations which the Claimant describes as defamatory. Therefore, the alleged defamation is connected with and arose in the course of the employment relationship between the parties.
33. Section 12 of *the Employment and Labour Relations Court Act* defines the court's jurisdiction. It (the court) is permitted to adjudicate on all employment and labour relations disputes. On the other hand, the preamble to the Act states that it is to provide a framework for the court to determine disputes relating to employment and labour relations and for connected purposes.
34. In a series of decisions, courts have held that these provisions entitle the court to adjudicate on any dispute which arises from and is connected to an employment relationship. This includes disputes relating to defamation of character and malicious prosecution (see ***Felix Erick Gwaro Omariba v Isuzu East Africa Limited & another [2021] KEELRC 1825 (KLR), Sukali v Nairobi Hospital Ltd (Civil Suit E226 of 2021) [2024] KEHC 14785 (KLR) (Civ) (21 November 2024) (Ruling) & Kenya Medical Research Institute v Davy Kiprotich Koech***

[2018] KECA 128 (KLR)). As such, I am satisfied that the court has jurisdiction to adjudicate on the matter.

35. The Claimant accuses the Respondent of defaming him by publishing the letter which informed him of the accusations against him. He alleges that the letter was unsealed and was left with the Respondent's secretary. In view of this, he avers that the impugned letter was exposed to the secretary. He also believes that because the letter was unsealed and on the secretary's desk, third parties who visited the office may have seen its contents. Finally, he contends that the letter was tabled in the disciplinary session where there was a stranger. He thus, believes that the stranger saw the contents thereof.
36. The Claimant contends that the foregoing amounted to publication of false information against him. Hence, his claim for defamation.
37. On the other hand, the Respondent denies the claim that it defamed the Claimant. It avers that the letter was official communication and was accessible only to persons who were handling the Claimant's case. The Respondent denies that it published the letter to other third parties. It contends that if the contents of the letter got into unauthorized hands, this must have been after the Claimant published it.
38. The burden of proof on the claim for defamation rests with the Claimant. He was bound to present cogent evidence to demonstrate on a balance of probabilities that he suffered

defamation of character due to the Respondent's actions (***Oduol v Nation Media Group Limited (Civil Suit 71 of 2017) [2023] KEHC 1207 (KLR) (Civ) (16 February 2023) (Judgment)***).

39. To establish the claim for defamation, the Claimant was duty bound to establish the following:-
 - a) That the statement was defamatory.
 - b) That the statement was by the Respondent.
 - c) That the statement was published by the Respondent.
 - d) That the statement was false.
40. The above ingredients were rehashed by the Court of Appeal in the case of ***Patani & another v Patani [2019] KECA 480 (KLR)***. They were also adopted by the learned Judge in the case of ***Oduol v Nation Media Group Limited*** (supra).
41. Has the Claimant provided cogent evidence to satisfy these elements? The letter which was addressed to the Claimant accused him of immoral conduct. As such, the Claimant was required to present evidence showing that the accusations were false for the letter to qualify as being defamatory of his character.
42. Did the Claimant provide proof that the accusations against him were false? In my view, I think not.
43. The evidence on record shows that the accusations of moral turpitude against the Claimant were by students. All that the Respondent did was to inform him about them.

44. In his pleadings before court, the Claimant does not contend that the email which the students sent to the Respondent's administrator was forged. He only attempted to make this assertion during cross-examination without the benefit of the matter having been pleaded.
45. The position in law is that parties are bound by their pleadings. They cannot built their case on matters which are not pleaded (***Githaiga v Mwangi [2024] KEHC 13449 (KLR)***).
46. The Claimant is therefore not entitled to contend that the email of 8th February 2022 was not genuine if he has not pleaded this matter. As such, the fact of the matter is that the email was genuine only that the Claimant's case, as per his pleadings, was that it contained false accusations against him.
47. All that the Claimant stated in evidence was that the accusations against him were false. However, he did not provide cogent evidence to demonstrate that he was not guilty of the conduct which the students accused him of.
48. The fact that the students who raised the complaint did not testify on the accusations before the Disciplinary Committee does not of itself render the accusations false. Since it is the Claimant who contends that the accusations are defamatory, the burden lay with him to provide cogent evidence to demonstrate that they (the accusations) were untrue.

49. The Claimant cannot contend that he discharged this burden by demonstrating that his accusers were not summoned to appear before the Disciplinary Panel to establish the accusations. This will be conflating two distinct issues.
50. Before the Disciplinary Committee was a disciplinary case against the Claimant in which the Respondent accused him of moral turpitude. Therefore, the Respondent bore the duty in those proceedings to establish these charges.
51. On the other hand, before this court is the Claimant's claim for, inter alia, defamation. Therefore, he bore the burden in the instant proceedings to prove the defamation by demonstrating that what he was accused of was false.
52. In the court's view, the Claimant should have called independent evidence to speak to his character in order to discharge this burden. He should have called witnesses, including some students and fellow employees at the school, to state that what the students accused him of in the impugned email was untrue. He did not.
53. The Claimant was also obligated to demonstrate that the false information about him was published. In this regard, he avers that because the letter was left unsealed with the secretary, this amounted to publication since the secretary and visitors at the office saw it. However, when he was asked to provide evidence that visitors at the office read the letter, he was unable to do so.

54. In ***Patani & another v Patani*** (supra), it was observed that the mere fact that the defamatory letter is unsealed does not constitute proof of its publication. There must be evidence that the writer was aware that by leaving the letter unsealed, third parties were most likely going to read it. No such evidence was tendered by the Claimant.
55. To affirm his contention that the secretary read the letter, the Claimant avers that a soft copy of the letter was on her computer. He avers that the school administrator should have typed the letter by himself instead of entrusting it with the secretary.
56. In cross examination, the Claimant stated that the secretary works in the Respondent's administration office. He further stated that she was the administrator's assistant.
57. The Claimant further asserted that the letter was tabled in the disciplinary hearing where one Patricia was in attendance. He contended that the said Patricia was a stranger since she was not a member of the Respondent's Board of Management.
58. The court notes that the meeting of 2nd March 2022 was not a School Board of Management meeting. Rather, it was a meeting of the Disciplinary Committee to deliberate on the disciplinary cases against the Claimant and other employees. The fact that most of the members of the Disciplinary Committee were also members of the Board of

Management of the school did not convert the session into a School Board meeting.

59. The Claimant contends that Patricia was not part of the membership of School Board of Management. That may be true. However, this did not exclude her from being co-opted into the Disciplinary Committee. As such, the Claimant's assertion that she was a stranger in the meeting since she was not a member of the Board is misconceived.
60. The Respondent's contention is that the impugned letter only went into the hands of persons who were entitled to handle it as official communication. This raises the defense of qualified privilege.
61. In law, it is not defamatory to share a document with persons who are obligated to interact with it in official capacity. Speaking to this the court in ***Oduol v Nation Media Group Limited*** (supra) quoting from the case of ***Adam v Ward (1917) AC 309*** stated as follows:-

"A privileged occasion is, in reference to qualified privilege an occasion where the person who makes the communication has an interest or duty, legal, social orto make it to the persons to whom it is made, and the person to whom it is made has a corresponding interest or duty to receive it. This reciprocity is essential."
62. In the instant case, the Respondent was obligated to issue the notice to show cause to the Claimant as part of the

disciplinary process. Further, the Respondent was obligated to present the said notice to show cause to the Disciplinary Committee which had co-opted Patricia, and the Disciplinary Committee had a corresponding obligation to scrutinize the show cause during the hearing of the disciplinary case. As such, the Disciplinary Committee together with Patricia who was invited to sit in the disciplinary session were entitled to receive and review the show cause letter as part of the disciplinary process. In the premises, the Claimant cannot contend that by the letter being tabled in the disciplinary hearing, it amounted to publication of defamatory material against him.

63. On the other hand, the court notes that the secretary who interacted with the letter did so in the course of discharging her duties as a secretary in the Respondent's administration office. As such, it cannot be contended that her interaction with the letter constituted publication of defamatory material to third parties.
64. Importantly, although the Claimant asserts that the letter was defamatory and lowered his image in the eyes of right thinking members of society, he did not call any independent witness to speak to this fact. He relied on his own perception of the letter to anchor the assertion that it was defamatory. Absent this evidence, the court finds that the Claimant did not present evidence to show that third parties perceived

- the letter as defamatory and changed their perception of him as a result (see ***Patani & another v Patani*** (supra)).
65. Having regard to the foregoing, the court finds that the Claimant has not established the claim for defamation. As such, it fails.
66. The next issue for determination is whether the Respondent unlawfully terminated the Claimant's services. For an employee's contract of service to be legitimately terminated under sections 41, 43 and 45 of *the Employment Act*, the employer must demonstrate that he had valid reasons to anchor the decision and that he processed the employee's release from employment in accordance with the principles of fair procedure. These requirements have been reiterated in a plethora of judicial pronouncements (see for instance the case of ***Walter Ogal Anuro v Teachers Service Commission [2013] KEELRC 386 (KLR)***). Did the Respondent satisfy the conditions?
67. Under section 43(2) of *the Employment Act*, an employer need not have infallible evidence to establish the ground upon which the decision to terminate a contract of service is made. It is sufficient that at the time of making the decision, he had reasonable grounds upon which he entertained a genuine belief that the employee had committed the infraction in question (see ***Kenya Revenue Authority v Reuwel Waithaka Gitahi & 2 others [2019] KECA 300 (KLR)***).

68. In the instant case, the Respondent accused the Claimant of engaging in immoral conduct with his learners. To establish its claim, the Respondent produced and relied on the email dated 8th February 2022 and the attached complaint of sexual harassment of students. The complaint, which mentions the Claimant's name, was forwarded to the school's administrator by the school's Head Girl.
69. The evidence on record shows that the Claimant denied the allegations. However, the Respondent did not believe his explanation leading to the setting up of a Disciplinary Committee to hear his case.
70. During the disciplinary hearing, the Claimant contended that he only used to offer some of the students private tuition. He admitted knowing some of their homes. He further conceded that he had given some of them sweets.
71. A report was tendered at the session which spoke to the fact that the learners had disclosed to their class teacher that the Claimant had been making sexual advances at them. It is this report which prompted the Respondent to require the Claimant to explain his conduct with the students in question.
72. The Respondent also engaged the services of a counselor who had informal discussions with the affected students. According to the counsellor, the students complained of sexual harassment by the Claimant and other members of staff.

73. In response to these express and specific accusations, all that the Claimant did was to deny them. However, he did not offer any cogent evidence to rebut them.
74. Having regard to the requirements of section 43(2) of *the Employment Act*, the court is satisfied that there were sufficient material which were placed before the Disciplinary Committee to spur a genuine belief in it (the committee) that the Claimant's conduct towards the affected students was suspect. This is particularly in view of the fact that all that the Claimant appeared to do in response to the accusations is to make general denials. Consequently, the court finds that the Respondent had genuine grounds to consider terminating the Claimant's services.
75. However and as has been mentioned above, it is not sufficient for the employer to prove the reason for termination for the decision to terminate a contract of service to be upheld as valid. In addition, there must be evidence that the employee was accorded fair procedure in the process which led to the termination of his services.
76. In this case, the Claimant has raised several grievances which speak to lack of procedural fairness in the process which led to the termination of his contract. First, he says that although he called for the particulars of the accusations against him, the Respondent did not furnish him with them. Second, he contends that the Respondent did not share the investigation report with him.

77. The court notes that indeed the Claimant's advocates wrote to the Respondent on 16th February 2022 asking for particulars of the accusations against the Claimant to enable them to respond to the letter of show cause. There is no evidence that the Respondent reacted to this letter. There is no evidence that it (the Respondent) furnished the Claimant with the particulars he demanded for. Instead, the Respondent wrote to the Claimant directly on 25th February 2022 inviting him for a disciplinary hearing on 2nd March 2022.
78. In the Respondent's aforesaid letter, it alluded to ongoing investigations against the Claimant. However, there is no evidence that the results of the investigations were shared with the Claimant.
79. It is also clear from the minutes of the disciplinary hearing that the material which the Respondent relied on to prove its case against the Claimant were not shared with him beforehand. This fact is self-evident from the fact that the chair of the Disciplinary Committee only read to the Claimant the document which had been forwarded to the school administrator containing the accusations against the Claimant.
80. The Respondent justifies its action on the ground that it wanted to protect the learners whom it describes as vulnerable. This may have been a valid concern. However, it

should not have been used to trump the Claimant's right to fair hearing.

81. The Respondent ought to have used other approaches to protect the minors whilst ensuring that the Claimant enjoyed his rights. These include redacting the names and other details of the students from their witness statements and or other documents which were relied on to establish the case against the Claimant and allowing the victims to testify remotely in order to protect their identify.
82. The Respondent does not suggest that it had any difficulties in adopting mechanisms which would have ensured that the Claimant's right to fair hearing is protected even as it protected the minors from exposure. As such, the court finds that the procedure which was adopted in processing the case was flawed.
83. Section 4 of *the Fair Administrative Action Act* obligates everyone who is to make a decision that is likely to affect the rights of another to share with the person who will be affected by the decision all information that will be considered in making the decision. As such, the Respondent was under duty to ensure it supplied the Claimant with necessary material to prepare his defense but did not do so.
84. Having regard to the totality of the foregoing, the court finds that although the Respondent may have had legitimate grounds to consider terminating the Claimant's services, it nonetheless failed to adhere to the principles of fair

procedure whilst processing his release from employment. As a consequence, the decision to terminate the Claimant's employment is declared unlawful for want of adherence to fair procedure.

85. The next question for consideration is whether the Claimant is entitled to the reliefs which he seeks through these proceedings. In the Statement of Claim, the Claimant prays for a series of reliefs. These include: that the Respondent be ordered to apologize for the impugned publications; salary for April 2022; one month's salary in lieu of notice to terminate his contract of service; compensation for unfair termination of his contract of service; damages for violation of his constitutional rights; general damages for defamation; punitive damages; interest; and costs of the suit.
86. The court has already found that the Claimant did not prove his case for defamation. As such, the prayers for an apology and compensation for defamation of character fail.
87. The court has found that the Respondent's decision to terminate the Claimant's employment was procedurally flawed. However, the court is of the view that the Respondent has demonstrated that it had legitimate reasons to consider terminating his services.
88. Having regard to the foregoing and taking into account the factors under section 49 of *the Employment Act* such as whether the Claimant's conduct contributed to the decision to terminate his services, I award him compensation for

unfair termination of his contract which is equivalent to his gross salary for three months.

89. According to the pay slip on record, the Claimant's salary had risen to Ksh. 88,000.00 before tax. Accordingly, the court awards him Ksh. 264,000.00 as compensation for unfair termination of his employment.
90. The Claimant has prayed for notice pay. However and as the court has observed, the decision to terminate his contract has only been nullified because of procedural fallibilities in the process of termination of the contract. But for this, the Respondent's decision would have been sustained. Having regard to this, the court declines the plea for notice pay.
91. The Claimant has prayed for damages for breach of his constitutional rights to, inter alia, fair hearing. However, the court has already granted him compensation for unfair termination of his contract which is founded on the same facts as those which inform the claim for breach of his constitutional rights. In order not to make double compensation, the court declines the plea for compensation for breach of the Claimant's constitutional rights.
92. The Claimant has prayed for general and punitive damages for breach of contract. However, these reliefs are seldom granted for breach of contract (see ***Mathenge v RMA Motors (K) Ltd [2025] KEHC 2033 (KLR)*** & ***Nyamweya v Asakania [2025] KEHC 1702 (KLR)***). As such, they are declined.

93. The Claimant prays for salary for April 2022. Yet, the evidence on record shows that his contract was terminated on 31st March 2022.
94. This evidence shows that the Claimant did not work for the Respondent in April 2022 in order for him to claim salary for that month. As such, the claim for salary for April 2022 is declined.
95. The award herein is subject to the statutory deductions that were applicable at the time the contract between the parties was terminated.
96. The Claimant is awarded interest on the amount awarded at court rates from the date of this decision.
97. Costs of the suit are granted to the Claimant.

Summary of the Decision

98. After evaluating the evidence on record and the applicable law, the court makes the following findings and attendant orders:-
 - a) The claim for defamation fails for want of proof.
 - b) The Respondent's decision to terminate the Claimant's contract was procedurally flawed and therefore unlawful.
 - c) The court awards the Claimant the sum of Ksh. 264,000.00 as compensation for unfair termination of his contract of service.
 - d) The court declines the claim for pay in lieu of notice to terminate the contract.

- e) The court declines the plea for compensation for violation of the Claimant's constitutional rights.
- f) The court declines the plea for general and punitive damages for breach of contract.
- g) The court declines the claim for salary for April 2022.
- h) The award is subject to the applicable statutory deductions at the time the contract between the parties was terminated.
- i) The Claimant is awarded interest on the amount awarded at court rates from the date of this decision.
- j) Costs of the case are awarded to the Claimant.

Dated, signed and delivered on the 26th day of February, 2026

B. O. M. MANANI

JUDGE

In the presence of:

.....for the Claimant

.....for the Respondent

ORDER

In light of the directions issued on 12th July 2022 by her Ladyship, the Chief Justice with respect to online court proceedings, this decision has been delivered to the parties online with their consent, the parties having waived compliance with Rule 28 (3) of the ELRC Procedure Rules which requires that all judgments and rulings shall be dated, signed and delivered in the open court.

B. O. M MANANI