



**World Vision International v Khisa (Cause E906 of 2025)
[2026] KEELRC 590 (KLR) (17 February 2026) (Ruling)**

Neutral citation: [2026] KEELRC 590 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E906 OF 2025
SC RUTTO, J
FEBRUARY 17, 2026**

BETWEEN

WORLD VISION INTERNATIONAL CLAIMANT

AND

TOM AKALA KHISA RESPONDENT

RULING

1. What is before this Court for determination is a Notice of Motion dated 18th September 2025, in which the Claimant/Applicant seeks the following orders:
 1. Spent
 2. Withdrawn
 3. Withdrawn
 4. That alternative to prayers 1 and 2 above, that the Respondent, do deposit the sum of USD 16,259.36 (or its equivalent in Kenya Shillings) being the amount claimed as damages for breach of contract pending the determination of the Claim.
 5. That the said sum of USD 16,259.36 (or its equivalent in Kenya Shillings) be deposited in a joint interest-earning bank account in the names of the Advocates of the Claimant and the Respondent or in any manner this court deems convenient.
 6. That this Honourable Court be pleased to enter judgment on admission in favour of the Claimant as against the Respondent to the tune of United States Dollars Sixteen thousand two hundred fifty-nine and thirty-six cents (USD 16,259.36) or its equivalent in Kenya Shillings) together with interest and costs as prayed in the Memorandum of Claim.



2. The Notice of Motion is founded on the grounds set out on its face and supported by the annexed Affidavit of Margaret Kagimba, the Claimant's People & Culture Director, sworn on 18th September 2025. The Claimant avers that the Respondent admitted in writing to the principal claim of misappropriating the sum of USD 16,259.36 (or its equivalent in Kenya Shillings) using the corporate credit card assigned to him.
3. The Claimant further avers that the Respondent is reportedly experiencing severe financial difficulties, a fact he himself acknowledged as motivating his misconduct, creating a strong incentive to dissipate any pension funds once received.
4. It is notable that although the Respondent was granted leave to file a response to the Motion on 30th October 2025, the same is not traceable on the Court's physical record or on the online portal.
5. The Claimant filed a Supplementary Affidavit dated 17th November 2025 by Margaret Kagimba, ostensibly addressing the Respondent's Replying Affidavit. As noted, the Replying Affidavit is not available in either the Court's physical or online records.
6. In her further Affidavit, Ms. Kagimba deposes that notwithstanding the Respondent's clear admission of indebtedness, he has failed to present this Honourable Court with any concrete plan or proposal for repaying the outstanding sum of USD 16,259.36.
7. She further avers that a full and final computation of the Respondent's terminal benefits was carried out, showing that after a lawful set-off of the debt owed to the Claimant against the Respondent's accrued terminal benefits, including his March 2025 salary and leave allowance, the net amount payable to the Respondent was a negative figure of Ksh.157,193.18. She thus contends that the Claimant holds no funds belonging to the Respondent, and any suggestion that his unpaid dues could have reduced the debt is both factually and mathematically incorrect.
8. Ms. Kagimba additionally states that the Respondent's current circumstances including lack of income, eviction from his residence, and overall financial hardship, demonstrate a tangible risk that he will be unable to satisfy any future judgment, thereby frustrating the ends of justice.

Submissions

9. The Application was canvassed by way of written submissions. Only the Claimant filed written submissions, which the Court has duly considered.

Analysis and Determination

10. Flowing from the record, the following issues arise for determination:
 - a. Whether the Court should enter judgment on admission in favour of the Claimant against the Respondent in the sum of USD 16,259.36; and
 - b. Depending on the finding in (a), whether the Respondent should be ordered to deposit the sum of USD 16,259.36, being the amount claimed as damages for breach of contract, pending the final determination of the Claim.

Entry of judgment on admission

11. The Claimant seeks the entry of judgment against the Respondent on the basis of his alleged admission in his Replying affidavit and in his response to the Notice to Show Cause.



12. As noted herein, the Replying Affidavit purportedly containing the Respondent's admission is absent from both the Court's online portal and physical records. Accordingly, no admission can be inferred from it.

13. The Respondent's response to the Notice to Show Cause, which is annexed to the supporting Affidavit of Margaret Kagimba, reads in part:

“However, I fully acknowledge that using the corporate credit card for personal expenses was against WVI policy and I take full responsibility for my actions. Between January and March 2025, I encountered unexpected personal challenges that led me to make financial decisions that, in hindsight, were not in full alignment with WVI's financial policies. During this time, I sought temporary financial support from a few merchants, who assisted me by facilitating transactions through the corporate credit card. My intention was always to reimburse these amounts, and I intend to reimburse the full amount as soon as possible. However, I recognize that this approach was not in compliance with financial policies, and I sincerely regret this lapse in judgment.

I want to reaffirm that my actions were never intended to be dishonest or fraudulent. I acknowledge the misjudgment in using the WVI credit card for personal expenses. While I have already made partial reimbursements, I recognize that some amounts remain unpaid, and I am committed to completing the full reimbursement as I move forward.”

14. Also annexed to Ms. Kagimba's Affidavit is an email from the Respondent dated 5th March 2025, addressed to one Beverly Irwin, which reads as follows:

“Greetings Bev,

I want to address a serious matter while taking full responsibility. Despite your prior guidance and warning, I found myself in an extremely difficult situation over the past month and made the decision to use the company credit card on personal expenses, fully intending to reimburse the amount before the deadline....Having exhausted all my personal resources, I made the difficult choice to secure funds through the company card, not out of negligence or disregard for policy, but out of sheer desperation to save a life. That said, I fully acknowledge that this was a serious misstep and take complete responsibility for my actions. I understand the consequences that may arise from this situation and do not take them lightly. However, my priority now is ensuring that WVI does not suffer any financial loss due to my actions. To that end, I am prepared to have my salary deducted until the full amount is repaid. I want to resolve this in a way that safeguards the organization while addressing my personal obligations.”

15. Order 13 Rule 2 of the Civil Procedure Rules, which governs judgments on admissions, provides as follows:

“Any party may at any stage of a suit where admission of facts has been made, either on the pleadings or otherwise, apply to the court for such judgment or order as upon such admissions he may be entitled to, without waiting for the determination of any other question between the parties; and the court may upon such application make such order, or give such judgment, as the court may think just.”



16. In the case of Guardian Bank Limited v Jambo Biscuits Kenya Limited [2014] KEHC 1796 (KLR), the Court held that the principle applicable in judgment on admission is that the admission must be very clear and unequivocal on a plain perusal of the admission.
17. And further in holding in Choitram v Nazari (1984) KLE 327, it was held that: -

“...admissions have to be plain and obvious as plain as a pikestaff and clearly readable because they may result in judgment being entered. They must be obvious on the face of them without requiring a magnifying glass to ascertain their meaning.”
18. Fundamentally, under Order 13 Rule 2 of the Civil Procedure Rules, an admission is one that is clear and unmistakable. It does not require extensive interpretation or additional material to discern.
19. In the case of Sunrose Nurseries Limited v Gatoka Limited [2014] eKLR, the Court held that the admission can be in a pleading, correspondence, or other document.
20. In the present case, it is clear that the Respondent’s admission, evidenced through his email dated 5th March 2025 and his response to the Notice to Show Cause, was communicated unequivocally. In the said correspondence, the Respondent acknowledged using the Claimant’s credit card for personal purposes and undertook to reimburse the amount in question.
21. In light of the Respondent’s unequivocal admission, the Court finds that this is a case that merits the entry of judgment on admission.
22. Consequently, judgment is entered on admission in favour of the Claimant/Applicant against the Respondent in the sum of USD 16,259.36.
23. Having reached the above finding, the second issue for determination becomes moot.
24. The Respondent shall also bear the costs of this proceeding.

DATED, SIGNED AND DELIVERED AT NYERI THIS 17TH DAY OF FEBRUARY 2026.

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STELLA RUTTO

JUDGE

In the presence of:

No appearance for the Claimant/Applicant

In person for the Respondent

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 15th March 2020 and subsequent directions of 21st 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

