



**Miseda v Seven Seas Technologies Limited (Cause 1588 of 2010)
[2026] KEELRC 754 (KLR) (13 March 2026) (Ruling)**

Neutral citation: [2026] KEELRC 754 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 1588 OF 2010
AK NZEI, J
MARCH 13, 2026**

BETWEEN

DAVID NELSON MISEDA CLAIMANT

AND

SEVEN SEAS TECHNOLOGIES LIMITED RESPONDENT

RULING

1. The application before me for determination is the Claimant's Chamber Summons dated 25th March, 2025. The application, expressed to be brought under Order 23 Rule 2 of the Civil Procedure Rules and all enabling provisions of the law, seeks the following Orders:-
 - a. That Michael Macharia and Wanjuki Muchemi being the Shareholders and Directors of the Judgment Debtor, Seven Seas Technologies Limited, be ordered to personally pay the decretal amount together with accrued interest due to the Claimant.
 - b. That the Court be pleased to issue an order nisi that all monies owing or accruing [and] due from the Garnishee to the Judgment Debtor in Account No. 01136xxxxxxxx, Co-operative Bank of Kenya Limited, and all other accounts held by the Directors with the Garnishee [Bank] be attached and utilized to satisfy the sums of Kshs.581,933.29 and USD59,852.29 or part thereof, being the decretal sum herein, together with interest and costs of the Garnishee proceedings.
 - c. That the Garnishee be ordered to appear before this Court on a date to be fixed by the Court and show cause why it should not pay to the Decree Holder the amount due from its account belonging to the Judgment Debtor in settlement of the Court's decree herein together with costs of these proceedings.
 - d. That costs of this application be borne by the Claimant/Decree Holder, and be recovered and retained out of the money under the Garnishee Orders.



2. The application sets out on its face the general grounds on which it is premised, and is anchored on the Claimant/Decree Holder's supporting affidavit sworn on 25th March, 2025. It is deponed in the said supporting affidavit:-
 - a. that the Claimant/Applicant worked for the Respondent until 28th June, 2010 when his employment was terminated.
 - b. that the Claimant/Applicant filed Industrial Cause No. 1588 of 2010 which proceeded for hearing, and that Judgment was on 27th September, 2019 entered (Maureen Onyango, J), and the Respondent was ordered to pay the Claimant/Applicant Kshs.259,933.29 and USD59,852.29.
 - c. that the Judgment Debtors have blatantly refused to satisfy the decree, and have frustrated the Claimant's efforts to benefit from the fruits of the said Judgment as a matter of right, and it is only fair and just to award him interest at Court rates after delivery of the said Judgment.
 - d. that the Respondent is in contempt of Court Orders.
 - e. that on 14th August, 2020, the Claimant/Applicant instructed Auctioneers (Connection Auctioneers) to move and attach the Respondent's properties to realize the said Judgment, but Rentworks East Africa Limited successfully objected to the attachment on ground that the property was a subject matter in an ongoing suit.
 - f. that on 19th August, 2022, Borjane Credit Company Limited filed an objection/application and moved the Court to lift the attachment of Motor Vehicle Registration Number KBW 553G Toyota Station Wagon, which was by then owned by the Judgment Debtor. That the application was heard and allowed.
 - g. that consequently, the decree remains unsatisfied.
 - h. that Michael Macharia and Wanjuki Muchemi are the Shareholders and Directors of the Judgment Debtor, Seven Seas Technologies Limited, and are liable to pay the Claimant the sum decreed by the Court on behalf of the employing company without having to lift the veil.
 - i. that the said Directors jointly hold account number 01136xxxxxxxxx, Co-operative Bank of Kenya Limited (the Garnishee), which the Claimant/Applicant believes holds an amount sufficient to satisfy the decretal sum herein or part thereof, and should be attached and utilised to satisfy the outstanding decretal sum together with accrued interest and costs of the Garnishee Proceedings.
3. Documents annexed to the supporting affidavit include copies of the Court's decree and a Ruling delivered on 16th July, 2021.
4. I have perused the Court's record/file herein, and I have seen an original copy of the Court's Judgment delivered on 27th September, 2019, decree herein dated 27th September, 2019 and duly issued by the Court's Deputy Registrar on 9th January, 2020, an application for execution, warrants of attachment and warrants of sale of movable property in execution of a money decree; and applications which culminated in the Court's Ruling delivered on 16th July, 2021, among other documents.
5. The application herein was first placed before me under a Certificate of Urgency on 1st April, 2025, and having noted that the bank account sought to be attached was said to be held by the Judgment Debtor's Directors, I declined to issue an order nisi, and instead fixed the matter for mention on 24th April, 2025 for directions.



6. There was no attendance on 24th April, 2025, and I fixed the application for hearing on 13th May, 2025 and directed that hearing notices be served by the Deputy Registrar. On the said date, Counsel for the Claimant/Applicant sought leave to file a further affidavit, and subsequently filed a further affidavit sworn on 21st May, 2025.
7. On 22nd July, 2025, Counsel for the Claimant/Applicant told the Court that he had not served the application (dated 25th March, 2025), and sought to be given time to serve the same. The Court ordered that the application be served, upon which the Respondent would file response to the same within 14 days of service; with both parties filing written submissions thereafter.
8. There is on record an affidavit of service sworn by Kennedy Okali Aroko on 8th August, 2025, indicating that both the application, the aforesaid further affidavit and a mention notice (for 16th October, 2025) were served on the Respondent via their known email address on 8th August, 2025.
9. The Respondent did not file response to the application; and did not file any submissions thereon; despite service of notices on themselves by the Claimant/Applicant. There are on record other affidavits of service dated/filed on 4th November, 2025 and 27th November, 2025 respectively.
10. The Claimant/Applicant's application stands unopposed. The sole issue for determination in the application is whether the orders sought by the Claimant/Applicant are merited. Can the Respondent's Directors' bank account be attached in execution of the Court's decree herein, and the money therein applied to satisfy the money decree herein?
11. Section 2 of the *Employment Act* 2007 defines the word "employer" as follows:-

"employer" means any person, public body, firm, corporation or company who or which has entered into a contract of service to employ any individual and includes the agent, foreman, manager or factor of such person, public body, firm, corporation or company."
12. The Black's Law Dictionary (10th Edition) defines "a factor" as:-

"Someone who acts for another . . . and differs from a broker because the factor possesses or controls the property . . ."
13. In his written submissions, Counsel for the Claimant/Applicant cited the Court's decision in the case of Justine Nyambu – vs – Jaspa Logistics Limited [2017] eKLR where the Court stated as follows:-

"I agree with the defence submissions and the Judicial precedents cited that since the decision in Salmon and Salmon and Co. Ltd [1897] A.C. 22HL, Courts have upheld the doctrine of the corporate veil and limited liability of a company. However, I agree with the applicant that the same Courts have also pierced the corporate veil to see what is happening behind it, if there is evidence that the corporate veil is being used to shield fraud and improper conduct on the part of the shareholders and/or the controllers of the company . . .

 3. . . . In Kenya, it appears that officers or agents of an employer are not shielded from legal obligations by the corporate veil. Section 2 of the *Employment Act* defines employer as follows:

Employer means any person, public body, firm, corporation or company who or which has entered into a contract of service to



employ any individual and includes the agent, foreman, manager or factor of such person, public body, firm, corporation or company.

4. Despite the foregoing provisions, I will not pierce the respondent's veil, and hold that the said managers or Directors of the respondent are liable to pay to the Claimant the sum decreed by the Court on behalf of the employing company until a later date as indicated below."

14. In the case of Andrew Khaemba – vs – African Kenya Limited [2019] eKLR, the Court stated as follows:-

"In Civil Appeal No. 213 of 2013, Nyandarua Progressive Limited – vs – Cyrus Wahome Nduhiu & Another [2017] eKLR, the Court applied the Gower's Principles of Modern Company Law and held that directors are agents of the company rather than trustees of it or its property. As agents, directors stand in fiduciary relationship to their principal, the company.

The directors of a company are liable to pay to the Claimant the sum decreed by the Court on behalf of the employing company and without having to lift the corporate veil."

15. The Claimant is shown to have tried, without success, to execute the Court's decree against the Respondent Company. The Respondent's Directors are said to jointly hold a bank account which the Claimant/Applicant is seeking to attach. The Respondent and/or its Directors have not shown cause why the bank account stated in the application herein should not be attached and money held therein applied to settle the decretal sum herein or part of it.
16. Section 13 of the *Employment and Labour Relations Court Act* provides that this Court's orders and decrees are enforceable in accordance with the Civil Procedure Rules.
17. Order 23 Rule 2 of the Civil Procedure Rules 2010 provides as follows:-

- “2. A credit in a deposit account with a bank or other financial institution shall for the purposes of this order be a sum due or accruing and shall be attachable accordingly notwithstanding that any of the following requirements is applicable to the account and has not been complied with –
 - a. that notice is required before any money is withdrawn.
 - b. that a personal application must be produced before any money is withdrawn, or
 - c. that a receipt for money deposited in the account must be produced before any money is withdrawn.”

18. Having said that, and having considered written submissions filed on behalf of the Claimant/Applicant, the Notice of Motion dated 25th March, 2025 is allowed in the following terms:-
 - a. Michael Macharia and Wanjuki Muchemi, being Shareholders and Directors of the Respondent/Judgment Debtor, Seven Seas Technologies Limited, shall personally pay the decretal sum herein.
 - b. All monies due or accruing from the Garnishee Bank to the Judgment Debtor and/or its afore-named Directors and Shareholders in account No. 01136xxxxxxxxx Co-operative Bank



of Kenya Limited, and in all other accounts held by the said Directors in the said Bank, shall be attached, and the same shall be utilized to satisfy the decretal sums of Kshs.581,933.29 and USD59,852.29, or part thereof, together with interest thereon at Court rates and the applicable costs of these garnishee proceedings.

c. Costs of this application are awarded to the Claimant/Applicant, to be agreed or taxed.

19. Orders accordingly.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 13TH DAY OF MARCH 2026

AGNES KITIKU NZEI

JUDGE

Order

This Ruling has been delivered via Microsoft Teams Online Platform. A signed copy will be availed to each party upon payment of the applicable Court fees.

AGNES KITIKU NZEI

JUDGE

Appearance:

Mr. Ochieng for the Claimant

No appearance for the Respondent

