

**REPUBLIC OF KENYA**  
**IN THE EMPLOYMENT AND LABOUR RELATIONS COURT**  
**AT NAIROBI**  
**CAUSE NO. E632 OF 2024**

**PROF. PATRICK OAGAO.....CLAIMANT**

**VERSUS**

**TECHNICAL UNIVERSITY OF KENYA .....RESPONDENT**

**J U D G M E N T**

1. The Claimant avers that he was initially employed by the Respondent in 2010 as an Associate Professor in the School of Surveying and Spatial Sciences. He states that, on account of his exemplary performance, he was later absorbed into the Respondent’s institution as a permanent employee.
  
2. The Claimant further avers that members of staff serving on permanent terms were entitled to proceed on sabbatical leave. According to him, such leave did not preclude a staff member from engaging in professional work elsewhere, provided that such engagement did not interfere with the time committed to the Respondent University on a full-time basis.
  
3. The Claimant states that during his sabbatical leave, he took up employment with KCA University as the Director of the Faculty of Science. He contends

that in or about November 2023, the Respondent, without prior notice, ceased remitting his salary. He further avers that he was thereafter issued with a Notice to Show Cause, to which he duly responded.

4. The Claimant maintains that he did not receive any further communication from the Respondent, which nonetheless continued to withhold his salary. It is his contention that the stoppage of his salary was oppressive and unreasonable. Consequently, he considered himself constructively dismissed and communicated this position to the Respondent through a demand letter dated 6<sup>th</sup> March 2024.
5. It is on the basis of the foregoing that the Claimant seeks the following reliefs against the Respondent:
  - a) ***A declaration that the Claimant was constructively dismissed by the Respondent's actions and/or conduct.***
  - b) ***A declaration that the termination of the Claimant's employment was unfair and/or wrongful.***
  - c) ***The Respondent be ordered to release the Claimant's withheld or stopped salaries for the months of November 2023, December 2023, January 2024, February 2024 and March 2024.***

- d) An award of 3-month salary in lieu of termination notice under section 49(1) (a) of the Employment Act at KES 1,045,569.00.*
- e) An award of 12-month compensation for the unfair and/or wrongful dismissal under section 49 (1) (c) of the Employment Act at KES 4,182,276.00.*
- f) Payment of untaken and unpaid leave days for the years which amount to 36 days.*
- g) Costs of the suit.*
- h) Interests on items c, d, e and f above from the date of filing suit till payment in full and;*
- i) Any other relief that this Honourable court may deem just and fit to grant in the interest of Justice.*

6. In response to the Memorandum of Claim, the Respondent further avers that the Claimant took up employment with KCA University on permanent and pensionable terms while still employed by the Respondent on similar terms, without seeking or obtaining prior authorization. According to the Respondent, such conduct amounted to an act of dishonesty and was both unethical and unlawful.

7. The Respondent maintains that any action taken against the Claimant was lawful and intended to facilitate investigations and forestall his alleged unlawful enrichment from public resources, which it contends was unethical and illegal. On that basis, the Respondent has urged the Court to dismiss the Claimant's claim with costs.
8. The matter proceeded for hearing on 26<sup>th</sup> November 2025, during which both parties called oral evidence in support of their respective cases.

### **Claimant's Case**

9. The Claimant testified in support of his case and, at the outset, sought to adopt his Memorandum of Claim, witness statement, together with the list and bundle of documents filed on his behalf as his evidence in chief.
10. The Claimant stated that the purpose of sabbatical leave was to relieve an employee from their regular duties in order to undertake professional development activities, adding that the specific nature of such development activities was not defined.
11. The Claimant further averred that the Respondent's Terms of Service did not prohibit him from engaging in professional work elsewhere, provided that such engagement did not interfere with the time dedicated to his full-time responsibilities with the Respondent.

12.He averred that in or about May 2019, he proceeded on sabbatical leave in accordance with the terms of his employment. During this period, he undertook professional development activities, serving as a Director at KCA University's Faculty of Excellence.

13.Upon the expiry of his sabbatical leave, he resumed his duties at the Respondent's university and continued to perform them diligently. He stated that he successfully passed the requisite quality checks and approvals and that no concerns were ever raised regarding his performance.

14.The Claimant further averred that the Respondent unexpectedly failed to remit his salary for the month of November without issuing any notice, affording him a hearing, or subjecting him to any disciplinary process or reprimand.

15.He stated that on 5<sup>th</sup> December 2023, he received a Notice to Show Cause accusing him of gross misconduct on the basis that he was allegedly employed by two universities.

16.On 11<sup>th</sup> December 2023, he responded to the Notice to Show Cause in an attempt to engage the Respondent in constructive dialogue, noting that the stoppage of his salary had placed him under significant financial strain.

Nevertheless, he continued to discharge his duties despite the continued withholding of his salary.

17. The Claimant averred that he received no further communication from the Respondent while his salary remained unpaid. He subsequently wrote to the Respondent's Vice-Chancellor, expressing the financial difficulties he was facing and reaffirming his commitment to continue performing his duties.

18. He further averred that he was shocked to receive the Respondent's letter dated 22<sup>nd</sup> January 2024 demanding a refund of salary allegedly paid to him between 1<sup>st</sup> August 2022 and 31<sup>st</sup> October 2023, despite the fact that he had diligently discharged his duties during that period and no concerns had ever been raised regarding his performance.

19. The Claimant maintained that he continued to diligently perform his duties throughout his employment with the Respondent until about March 2024, when he deemed himself constructively dismissed due to the Respondent's continued failure to pay his salary.

20. He further averred that he was never paid for his outstanding or accrued leave days.

21.The Claimant stated that he made several attempts to engage the Respondent on the matter, but the Respondent failed and/or declined to settle his dues despite several requests.

### **Respondent's Case**

22.The Respondent called oral evidence through **Ruth Kirwa**, who testified as RW1. Ms. Kirwa, who identified herself as the Respondent's Legal Officer, equally adopted her witness statement as her evidence in chief. She further produced the Respondent's list and bundle of documents as exhibits before the Court.

23.RW1 testified that the Respondent's Terms of Service provide for sabbatical leave for members of staff employed on permanent terms, with the purpose of enabling them to engage in further academic activity and professional development within the framework of such leave.

24.According to RW1, the Respondent's Terms of Service stipulates that sabbatical leave is granted for a minimum period of six (6) months, earned upon completion of at least four (4) years of service, and may extend up to a maximum of nine (9) months after six (6) years of completed service.

25.RW1 testified that on or about 28<sup>th</sup> October 2019, the Claimant applied for sabbatical leave for a period of four (4) months, indicating that he would be based at ITC–University of Twente in the Netherlands.

26.The activities proposed by the Claimant during the sabbatical included interacting with information visualization researchers, holding focus group meetings for feedback and value addition, and incorporating emerging information visualization techniques into the health atlas.

27.RW1 averred that the Respondent approved the Claimant’s application for sabbatical leave for the period running from 1<sup>st</sup> December 2019 to 31<sup>st</sup> March 2020.

28.Subsequently, by a letter dated 10<sup>th</sup> December 2019, the Claimant requested that the sabbatical leave be extended to a period of nine (9) months.

29.Through a letter dated 13<sup>th</sup> January 2020, the Respondent approved the extension, granting the Claimant a nine (9) month sabbatical leave running from 1<sup>st</sup> December 2019 to 31<sup>st</sup> August 2020, and noting that the host institution would be ITC–University of Twente, Netherlands.

30.RW1 further averred that by a letter dated 31<sup>st</sup> August 2020, the Claimant sought a further extension of the sabbatical leave. However, this request was

declined on the basis that he had already exhausted the maximum allowable nine (9) months of sabbatical leave.

31. She stated that under the Respondent's Terms of Service, every member of staff is required to declare any other professional engagement that may interfere with the time expected to be devoted to the full-time duties of the University.

32. RW1 further averred that the Terms of Service provide that, except where employment is expressly designated as part-time, members of staff are deemed to be in full-time employment and are not permitted to undertake other work that may encroach upon the time meant for university duties without prior permission from the Principal.

33. She also stated that a staff member may not be granted permission to undertake other work where the proposed activity is likely to create a conflict between the staff member's official duties and their private interests.

34. RW1 averred that in or about November 2023, it came to the Respondent's attention that the Claimant, while still under an employment contract with the Respondent, had sought and taken up employment with KCA University.

35.It was RW1's assertion that the Claimant did not obtain permission from the Respondent's Principal before taking up employment with KCA University on permanent and pensionable terms, contrary to the provisions of the Public Officer Ethics Act, the Public Service Code of Conduct and Ethics, the Code of Conduct and Ethics for Public Universities, and the Respondent's Terms of Service.

36.She averred that through a Notice to Show Cause dated 5<sup>th</sup> December 2023, the Respondent informed the Claimant that it was considering disciplinary action against him for being employed on a permanent and pensionable basis by two universities, namely the Respondent and KCA University, which was contrary to the law and the Respondent's Terms of Service.

37.The Claimant was therefore required to explain why disciplinary action should not be taken against him.

38.RW1 further averred that the Claimant responded to the Notice to Show Cause, admitting to the allegations contained therein and requesting an opportunity to rectify the situation.

39. She stated that despite seeking an opportunity to rectify the situation, the Claimant failed to take the necessary steps, including seeking the Respondent's permission or resigning from the other employer.

40. RW1 further averred that during the pendency of investigations into the alleged misconduct, and before the issues raised in the Notice to Show Cause dated 5<sup>th</sup> December 2023 had been resolved, the Claimant absented himself from the Respondent's institution on the basis that he had been constructively dismissed.

41. She further stated that by a letter dated 3<sup>rd</sup> September 2024, the Claimant was invited to attend a disciplinary hearing before the Disciplinary Committee.

42. The letter inviting him to the hearing clearly outlined the charges he was required to respond to and informed him of his right to be accompanied by witnesses of his choice.

43. RW1 averred that the Claimant failed and/or declined to attend the disciplinary hearing scheduled for 5<sup>th</sup> September 2024, following which his contract of service was terminated.

44. It was RW1's testimony that the Claimant repudiated and breached the terms of his contract with the Respondent by taking up employment with KCA

University on permanent and pensionable terms while still employed by the Respondent on similar terms.

45. In RW1's view, the Claimant should not be allowed to benefit from what she described as unethical conduct, dishonesty, and a breach of both the law and the contractual terms governing his employment.

### **Submissions**

46. The Claimant submitted that the Respondent's actions amounted, both in law and in fact, to constructive dismissal. Relying on the decision in ***Coca Cola East & Central Africa Limited v Maria Kagai Ligaga [2015] KECA 396 (KLR)***, he argued that the Respondent committed a repudiatory breach of the employment contract through its conduct.

47. The Claimant further submitted that the Respondent withheld his salary for five (5) consecutive months without lawful justification. According to him, payment of remuneration constitutes a fundamental term of the employment contract and any breach thereof goes to the root of the contract. In support of this argument, he relied on the case of ***Kamau v Gibb Africa Limited (Cause E859 of 2023) [2025] KEELRC 3038 (KLR) (Judgment delivered on 31 October 2025)***.

48. It was the Claimant's further submission that the Respondent failed to accord him a fair hearing, contending that no disciplinary hearing was convened and no decision communicated to him, thereby breaching the duty of procedural fairness.

49. The Claimant further argued that the Respondent demanded repayment of salaries that had been legitimately earned without conducting any investigation or affording him an opportunity to defend himself. In his view, this amounted to intimidation and constituted a repudiatory breach of the employment contract.

50. It was the Claimant's contention that the Respondent's decision to invite him for a disciplinary hearing only after issuing a demand letter and after the filing of the present suit was contrary to the principles of fair labour practices guaranteed under the Employment Act and the Constitution of Kenya.

51. The Claimant further asserted that the Respondent's conduct demonstrated an intention not to be bound by the terms of the employment contract. He maintained that he did not waive or acquiesce in the Respondent's conduct, adding that he made several attempts to resolve the dispute before ultimately resigning on or about 6<sup>th</sup> March 2024 within a reasonable time after it became apparent that the Respondent had fundamentally breached the contract.

52. Citing the cases of *Kenya County Government Workers Union v Wajir County Government & another [2020] KEELRC 1848 (KLR)* and *Maxwell Miyawa & 7 others v Judicial Service Commission [2017] KEELRC 1735 (KLR)*, the Claimant further submitted that by withholding his salary, initiating disciplinary action without due process, making unilateral deductions, and failing to communicate decisions, the Respondent subjected him to unfair labour practices and unfair administrative action.

53. Referencing the cases of *Walter Ogal Anuro v Teachers Service Commission [2013] KEELRC 386 (KLR)* and *Pius Machafu Isindu v Lavington Security Guards Limited [2017] KECA 225 (KLR)*, the Claimant argued that the process leading to his termination failed to meet the substantive and procedural fairness requirements.

54. The Claimant maintained that the disciplinary process initiated by the Respondent was merely an afterthought undertaken in bad faith, and that the Respondent failed to comply with the mandatory provisions of Sections 41, 43 and 45 of the Employment Act.

55. On its part, the Respondent submitted that the Claimant could not perform duties at KCA University without adversely affecting his obligations at the

Respondent's institution. It was the Respondent's position that by taking up such employment, the Claimant breached the terms of his contract, an act amounting to gross misconduct warranting summary dismissal. In support of this position, reliance was placed on the cases of ***Ben Murumbi Sihanya & another v Ethics and Anti-Corruption Commission & Registrar of Political Parties (Interested Parties) [2021] KEELRC 204 (KLR)***, ***Nduuru v Cooperative Bank Limited (Cause No. 1301 of 2016) [2025]***, and ***Odongo v Masinde Muliro University of Science and Technology [2023] KEELRC 1761 (KLR)***.

56. The Respondent further submitted that the Claimant's assertion that he took up employment at KCA University during his sabbatical leave in 2019/2020 portrayed him as a dishonest employee.

57. Relying on the case of ***Odongo v Masinde Muliro University of Science and Technology (supra)***, the Respondent contended that an employee cannot rely on self-induced intolerable working conditions to sustain a claim for constructive dismissal.

58. The Respondent further submitted that the Claimant failed to attend a duly convened disciplinary hearing, thereby repudiating the employment contract. Citing the case of ***Anthony Mkala Chitavi v Malindi Water & Sewerage Co.***

*Ltd [2013] eKLR*, the Respondent argued that a party who boycotts due process waives the right to subsequently complain about procedural unfairness.

59. The Respondent further posited that the termination of the Claimant's employment was substantively justified under Sections 43 and 44(4)(c) of the Employment Act and was procedurally fair within the meaning of Section 41, adding that where an employee declines to attend a disciplinary hearing, the employer is entitled to proceed with the process in their absence.

### **Analysis and Determination**

60. Arising from the pleadings filed by the parties, the evidence on record, and the rival submissions, the Court distils the following issues for determination:

- i. Whether the Claimant has established that he was constructively dismissed;*
- ii. Whether the Claimant's termination from employment on 3<sup>rd</sup> October 2024 was unfair and unlawful; and*
- iii. Whether the Claimant is entitled to the reliefs sought.*

**Constructive dismissal?**

61.The crux of the Claimant’s case is that he was constructively dismissed from his employment as a result of the Respondent’s decision to withhold his salary and to initiate disciplinary action without affording him an opportunity to be heard.

62.The Respondent, on its part, takes a contrary position and has consistently maintained that the actions it undertook, as a public institution, were lawful and intended to facilitate investigations and prevent the unlawful enrichment of the Claimant from public resources.

63.In view of the parties’ divergent positions, the central issue that arises for determination is whether the Claimant has demonstrated, to the requisite standard, that the Respondent’s conduct entitled him to treat himself as constructively dismissed.

64.In resolving this question, it is necessary to first examine the meaning and scope of the concept of constructive dismissal. In this regard, I find guidance in the decision of the Court of Appeal in the landmark case of *Coca-Cola East & Central Africa Limited v Maria Kagai Ligaga [2015] eKLR*, where the Court held as follows:

*“What is the key element and test to determine if constructive dismissal has taken place? The factual circumstances giving rise to constructive dismissal are varied. The key element in the definition*

*of constructive dismissal is that the employee must have been entitled or have the right to leave without notice because of the employer's conduct. Entitled to leave has two interpretations which gives rise to the test to be applied. The first interpretation is that the employee could leave when the employer's behavior towards him was so unreasonable that he could not be expected to stay - this is the unreasonable test. The second interpretation is that the employer's conduct is so grave that it constituted a repudiatory breach of the contract of employment - this is the contractual test."*

65. Additionally, Black's Law Dictionary (10<sup>th</sup> Edition) defines the term constructive dismissal as follows:

*"An employer's creation of working conditions that leave a particular employee or group of employees little or no choice but to resign, as by fundamentally changing the working conditions or terms of employment; an employer's course of action that, being detrimental to an employee, leaves the employee almost no option but to quit."*

66. In simple terms, constructive dismissal arises where an employee resigns as a consequence of the employer's conduct, such as the imposition of intolerable working conditions, unreasonable behaviour, or a fundamental breach of the terms of the employment contract.

67. For instance, where an employer withholds an employee's salary without lawful or justifiable cause, such conduct constitutes a breach of a fundamental term of

the employment contract, thereby entitling the employee to treat the contract of employment as having been constructively terminated.

68. Turning to the present case, it is not in dispute that the Respondent ceased remitting the Claimant's salary from November 2023. It is this action that the Claimant contends amounted to constructive dismissal.

69. It is also common ground that prior to the stoppage of his salary, the Claimant had proceeded on sabbatical leave commencing 1<sup>st</sup> December 2019 for a period of nine (9) months. In his application for sabbatical leave, the Claimant indicated that the said sabbatical leave, which would be spent in the Netherlands, would involve, among other activities, interacting with information visualization researchers, conducting focus group meetings for feedback and value addition, and exploring the integration of emerging information visualization techniques into the health atlas.

70. In its letter dated 13<sup>th</sup> January 2020, the Respondent acknowledged that the Claimant's host institution during the sabbatical leave would be ITC–University of Twente in the Netherlands.

71. It is also not disputed that during the period of his sabbatical leave, the Claimant took up employment with KCA University on permanent and

pensionable terms while still under employment with the Respondent under similar terms. The Claimant maintains that this engagement did not in any way affect the performance of his duties at the Respondent's University. The Respondent, however, contends that the Claimant's conduct was unethical, unlawful, and dishonest.

72. Notably, **Clause 5.2 of the Respondent's Terms of Service** provides as follows:

*“[5.2] Except in the case of part-time employment explicitly so designated, members of staff appointed under these terms shall regard their services to the university college as whole-time employment and shall not undertake other work which might infringe upon the time they are expected to dedicate to full-time activity of the university college.”*

73. In his response to the Notice to Show Cause dated 11<sup>th</sup> December 2023, the Claimant acknowledged that he had taken up employment with KCA University on permanent and pensionable terms. He further expressed regret for failing to seek explicit permission from the Respondent prior to accepting the said appointment and indicated that he would take steps to rectify the situation.

74. During cross-examination, the Claimant admitted that he had not sought or obtained authorization from the Respondent before taking up employment with KCA University.

75. It is therefore evident that by accepting employment with KCA University on permanent and pensionable terms while still serving the Respondent on similar terms, the Claimant acted in breach of Clause 5.2 of the Respondent's Terms of Service.

76. Besides breaching the provisions of the Respondent's Terms of Service, the Claimant's conduct was also in contravention of Article 77(1) of the Constitution, which prohibits a full-time State officer from engaging in any other gainful employment.

77. It is worth pointing out that by virtue of Section 52 of the Leadership and Integrity Act, the provisions of Article 77(1) of the Constitution, contained under Chapter Six on Leadership and Integrity, were applicable to and binding upon the Claimant as a public officer.

78. Moreover, under the terms governing his sabbatical leave, the Claimant was expected to be in the Netherlands and to dedicate the period to research-related

activities. Therefore, his engagement with KCA University was clearly outside the scope of the activities approved under his sabbatical leave.

79. As an employee engaged on permanent and pensionable terms, the Claimant was required to devote his full time, attention, and energy to the service of the Respondent. It is therefore doubtful how the Claimant could have effectively discharged his duties while simultaneously holding two permanent positions, each demanding full-time commitment at separate institutions.

80. In light of the foregoing, the Respondent's decision to stop remitting the Claimant's salary was justified and cannot be construed as a breach of a fundamental term of the contract capable of supporting a claim for constructive dismissal.

81. On the contrary, the Claimant's decision to take up another position on permanent and pensionable terms while still employed by the Respondent on similar terms amounted to a repudiation of the contract of employment and constituted a fundamental breach thereof. Such conduct demonstrated an intention on the part of the Claimant not to be bound by the terms of his employment contract with the Respondent.

82. On this issue, I concur with the determination in the case of *Orina v Mombasa Water Supply & Sanitation Company Limited [2026] KEELRC 477 (KLR)*, where the Court held that an employee's prolonged absence from work for nearly two and a half years, without any communication with the employer, demonstrated an intention not to remain bound by the employment contract. Consequently, the Court found that the employee had, in effect, constructively resigned from employment.

83. In the final analysis, the Court finds that the Claimant's claim for constructive dismissal cannot be sustained.

**Whether the Claimant's termination from employment on 3<sup>rd</sup> October 2024 was unfair and unlawful**

84. Having found that the Claimant repudiated the terms of the employment contract and demonstrated an intention not to remain bound by the contract with the Respondent by taking up another position on permanent and pensionable terms while still employed by the Respondent on similar terms, the Court is satisfied that the Respondent had valid and fair reasons to terminate his employment contract.

85. With regards to procedural fairness, the record bears that the Claimant was issued with a Notice to Show Cause, to which he responded through his letter dated 11<sup>th</sup> December 2023.

86. Following his response to the Notice to Show Cause, the Claimant, by a letter dated 17<sup>th</sup> January 2024, requested payment of his salary for the months of November and December 2023.

87. In reply to that request, the Respondent, through a letter dated 22<sup>nd</sup> January 2024, demanded a refund of the sum of Kshs 5,592,366/- allegedly paid to the Claimant as salary for the period between 1<sup>st</sup> August 2022 and 31<sup>st</sup> August 2023.

88. The Respondent exhibited a letter dated 3<sup>rd</sup> September 2024, in which the Claimant was invited to attend a disciplinary hearing scheduled for 5<sup>th</sup> September 2024. It is evident that the Claimant did not attend the hearing, and subsequently, he was dismissed from employment on 3<sup>rd</sup> October 2024.

89. It is further notable that the invitation to the disciplinary hearing and the Claimant's summary dismissal took place during the pendency of the present suit and following the Respondent's demand that the Claimant refund the salary paid to him for the period 1<sup>st</sup> August 2022 to 31<sup>st</sup> August 2023.

90. Be that as it may, by that time, the Claimant had already treated himself as constructively dismissed, as evidenced by the demand letter dated 6<sup>th</sup> March 2024 from his advocates.

91. What's more, the Court has found that the Claimant repudiated the terms of his employment contract with the Respondent by taking another employment with KCA University. Consequently, at the time the Respondent summarily dismissed the Claimant on 3<sup>rd</sup> October 2024, no valid employment relationship existed to be terminated. The employment relationship had effectively been terminated on account of the Claimant's own conduct.

92. For the foregoing reasons, the Court does not find the Claimant's termination from employment either unfair or unlawful.

### **Reliefs?**

93. Having found that the Claimant was not constructively dismissed or unfairly terminated from employment, the Court holds that the declaratory reliefs sought, as well as the claim for compensation for unfair termination, are not sustainable.

94. Further, since the Court has determined that the Claimant, through his own conduct, repudiated the employment contract with the Respondent, his claim for withheld salary and accrued leave pay is accordingly dismissed.

**Orders**

95. In light of the foregoing, the Claimant’s Claim is dismissed in its entirety, with no orders as to costs.

**DATED, SIGNED and DELIVERED at MERU this 13<sup>th</sup> day of March 2026.**

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**STELLA RUTTO**

**JUDGE**

**In the presence of:**

For the Claimant	Ms. Masara
For the Respondent	Mr. Mwangi Mugo
Court assistant	Qabale

**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**