



Soita v Kenya Power & Lighting Company Limited (Claim E082 of 2025) [2026] KEELRC 922 (KLR) (15 April 2026) (Judgment)

Neutral citation: [2026] KEELRC 922 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KISUMU
CLAIM E082 OF 2025**

JK GAKERI, J

APRIL 15, 2026

BETWEEN

WANASWA SOITA CLAIMANT

AND

KENYA POWER & LIGHTING COMPANY LIMITED RESPONDENT

JUDGMENT

1. The claimant commenced the instant suit vide a Memorandum of Claim dated 26th August, 2025 and filed on 29th August, 2025 alleging that the Respondent had unlawfully, illegally and unfairly terminated his employment.

The claimant prayed for;

- i. 12 month’s salary compensation.....Kshs.154,708.00
- ii. Unpaid untaken leave daysKshs.126,809.00
- iii. Damages for discrimination and unfair labour practicesKshs.20,000.000.00
or
- iv. In the alternative, reinstatement to his position plus all benefits from 14/8/2023 to date.
- v. Interest on 1, 2, 3 and 4 above.
- vi. Recommendation letter.
- vii. Certificate of service.
- viii. Any other or further relief the court may deem fit and just to grant.

2. By a Statement of Response dated 31st October, 2025, the Respondent averred that the claimant had been issued with several cautions and a warning letter on various occasions and for purposes of the



claim he had facilitated the construction of an illegal H structure through one Mr. Collins Amollo (a private electrician), facilitated the irregular installation of a 100 KVA transformer at Mriwa area installed in his feeder and received money through Mpesa from Collins Amollo who collected materials from Kisian Sub-station.

3. The Respondent's case was that the termination of employment was substantively and procedurally fair and sought dismissal of the suit with costs.

Claimant's evidence

4. The claimant denied having been involved in the irregular activities and according to him the structure in Holo area was executed by Kipande Works Ent, a prequalified contractor of the Respondent not Collins Amollo and had a district reference number 1XXXXXXXXXXXX42 and no payment was required from customers in schemes initiated by the Respondent. He denied having instructed Collins to collect his poles from Kisian Sub-station and no records was availed on the poles.
5. On cross-examination, the claimant conformed that he joined the Respondent in 2007, was a Senior Technician 2 and his duties included inspection and maintenance of the line, resolving challenges and preparing reports as he was the Feeder owner of Kisumu-Bondo (270km) and thus responsible for all activities that happened in the Feeder. That nothing could happen without his authority or knowledge and had a supervisor Mr. Fredrick Osendo and 3 other colleagues, and when on leave the in-charge would designate another person orally or in writing.
6. The witness admitted having received the Investigation Report on record prior to the hearing but admitted that in his appeal letter he stated that he had not been issued with the report and repeated the same in court but admitted that vide letter 15th June, 2023 he admitted having received the report thus flip flopping.
7. The claimant admitted having known one Mr. Collins Amollo but equally admitted having informed the investigators that he did not know him. In his written witness statement, the claimant stated he did not instruct Mr. Collins Amollo to construct the H structure.
8. The witness further admitted that He told the appeals panels that when he and the auditors visited Mr. Collins Amollo's work place, he could not recognize him because he had overalls. During the disciplinary hearing, the claimant admitted that he knew Mr. Collins Amollo and Mr. Collins Amollo had bought maize and beans from him at Holo market where the claimant had a cereal business. That Mr. Collins paid him Kshs.9,500 for the goods and paid by instalments. Asked whether he called Mr. Collins on 26th February, 2023, he admitted at the hearing that he did as he used to do whenever power went off as he was a notorious customer in making calls. But on appeal, the claimant stated that he had so many Collins" in list of contacts that he could not recall the particular Collins.
9. During the hearing, the claimant admitted that he had a shop at Holo market managed by an employee and had dealt with Mr. Collins Amollo. At the hearing, he admitted that he had only 4 Mpesa transactions with him and had no dealings with him before 14th December, 2022, but his Mpesa a statement showed that he received monies from Collins as follows;
 - a. 29th June, 2022Kshs.1,000.00
 - b. 12th June, 2020.....Kshs.4,000.00
 - c. 19th June, 2022.....Kshs.4,000.00, thus contradicting himself.



10. Equally, the claimant admitted having called the security guard, Mr. John Kebaso, based at Kisian- Substation on 26th February, 2023 around the time he called Collins Amollo.
11. That he only learnt of the irregular activities on his feeder when auditors came because allegedly, Mr. Fredrick Osendo had confirmed that everything was regularly done.
12. The claimant testified that when the 100 KVA/33/KU transformer was installed, he was on leave, but admitted that he had no evidence of having been on leave.
13. It was his testimony that he neither proposed the schemes nor supervise them and admitted that he had 10 schemes he was following up but had not raised any reinforcement scheme in the last 2 years and did not inspect the feeder for that purpose. He admitted at the appeal hearing that the feeder was problematic.
14. The witness admitted that his allegation of having requested the availment of Mr. Fredrick Osendo as a witness at the disciplinary hearing was not supported by the minutes but admitted that he was investigated among other employees and denied having been involved in the schemes.
15. According to the claimant he was condemned unheard but could not substantiate the statement in court as he admitted having been issued with a notice to show cause, responded, was invited for a disciplinary hearing attended alone though aware that he could attend with a witness, signed the minutes a true record of the meeting, appealed the termination of employment attended the hearing with a witness and received a response.
16. The claimant admitted that he was not paid his dues because he did not clear with the Respondent because the allegations against him were untrue.
17. That he was discriminated because he was not involved in the schemes. That the Respondent's computation of leave days was as per the system.
18. On re-examination, the claimant testified that he received a copy of the investigation report prior to the hearing and had denied knowing Mr. Collin Amollo at the construction site, when he saw him.
19. He admitted having transacted with him in relation to sale of maize and beans and nothing else and had called him on 26.2.2023 as well as the guard asking him about the line.
20. The Claimant testified that his supervisor implemented the two schemes and he had no role though he was duty bound to verify and check whether that all was well but was not given the files, stating that Mr. Fredrick Osendo was the overall supervisor and was in-charge of the schemes and he was the sacrificed lamb. The claimant repeated that he was aware that he could avail a witness or witnesses at the hearing but opted not to and admitted that the Respondent maintained a record of leave days.

Respondent's evidence.

21. RW1, Mr. John Otieno confirmed, on cross-examination that the claimant was part of the technical staff and that he knew the claimant as a Technician and a Feeder Owner and two schemes were carried out on his Feeder connecting a Hotel at Mriwa, near Kisian and at Ches Odera near Holo Market.
22. That the Kisian reinforcement scheme was carried out by the Respondent's staff and was raised by Mr. Fredrick Osendo, and the claimant as Feeder owner was responsible for the construction, there was no overload in the area and the claimant failed to report the illegality. That Mr. Fredrick Osendo was the supervisor and the claimant reported to him and resigned during the investigation.



23. The witness confirmed that the Holo scheme was not funded by the Respondent but the Respondent's staff used another scheme to fund it, was not implemented by the Respondent's staff and the Respondent lost Kshs.46 million.
24. RWI testified that the Collins Amollo obtained the Respondent's poles when the auditors visited the site they found two poles, one created the H structure and the other on the ground. One pole was for LV to construct a transformer site.
25. Rw1 confirmed that he interviewed Mr. John Kebosa, the guard at Kisian who confirmed that one wooden pole was collected on 26th February, 2022 by Mr. Collins Amollo who had come in a vehicle together with a pickup truck.
26. That Kisian was not a storage site but a sub-station and poles were stored at Maombo Leo.
27. That the materials at Kisian were booked by a team headed by the claimant and the call was showed that the claimant, Mr. Collins Amollo and the security guard communicated on 26th February, 2022 and Mr. John Kebasa confirmed having been instructed by the claimant.
28. According to the witness, the fact that the activities took place on his Feeder and his failure to report amounted to participation. The witness admitted that the investigation report neither identified nor named the claimant as one of the master-minds of the schemes but was involved in the 2 schemes.
29. That as Feeder Owner, the claimant could not feign ignorance of the scheme, being the one in charge of its maintenance and the schemes were physical activities as supposed to system and the claimant's supervisor had a signed himself many schemes, 43% of 106 schemes, 46 schemes.
30. That Mr. Fredrick and Mr. Collins Amollo walked away free as the security office could not trace them. That Collins Amollo run away from the construction site on the pretext that he needed water.
31. On re-examination, RWI testified that Collins Amollo sent the claimant Kshs.42,028.00.
32. RWII, Mr. Humphrey Otuko confirmed that the claimant had been issued with a caution and warning letter but given the benefit of the doubt.
33. That the investigation report was the basis of the claimant's termination from employment and RWII knew nothing about those involved in the construction of the H structure or the other scheme, but according to the witness, they occurred within the claimant's area.
34. That the Respondent's employees were free to transact business with other persons and was aware of the reason the claimant had given for having received cash from Collins Amolo, namely business and neither Mr. Fredrick Osendo nor John Kebaso's written statements to the auditor was availed at the hearing and the claimant was not identified as one of the masterminds of the fraud.
35. That Mr. Fredrick Osendo did not record a statement with the auditors and resigned from employment. The witness admitted that as per the investigation's report, the installation of 100 KVA transformer at Mariwa Market (Hawi Resort), was raised by the supervisor, Mr. Fredrick Osendo.
36. RWII, testified that the flow chart in the report was a consequence of the data the investigator canvassed to show that the claimant collected the materials, although the occurrence book was not in court.
37. Finally, RWII confirmed that the claimant was required to do due diligence.



Claimant's submissions

38. Concerning the reason for termination of the claimant's employment counsel relied on the decisions in *Postal Corporation of Kenya v Andrew K. Tanui* (2019) eKLR, *Pius Machafu Isindu v Lavington Security Guards Ltd* (2017) eKLR, *Galgalo Jarso Jillo v Agricultural Finance Corporation* (2021) eKLR and *Tire World Ltd v Jarra* (2023) KEELR (2031) (KLR), to urge that the Respondent lacked a valid or consistent reason to terminate the claimant's employment as required by the provisions of section 43 (1) of the Employment, Act and the claimant's immediate supervisor was not summoned for cross-examination.
39. As to whether the claimant was a sacrificial lamb for others, reliance was placed on the decision in *Jacob Kelly Omondi Onyango v National Bank of Kenya* (2021) KEELRC 904 (KLR), to submit that the claimant was sacrificed, the masterminds of the scam were known and one Mr. Fredrick Osendo was allowed to resign.

Respondent's Submissions

40. As to whether there was a substantive justification to terminate the claimant's employment, counsel submitted that the claimant permitted unauthorised electrical works and irregular use of company materials on the Bondo 33 KV Feeder yet no application or payment had been made and the misconduct constituted sufficient and reasonable reason to terminate his employment.
41. Reliance was placed on the Court of Appeal decisions in *Kenya Revenue Authority v Reuwel Waithaka Gitahi & 2 others* (2019) eKLR and *Thomas Nzivo v Bamburi Cement* (2014) eKLR, to submit that the Respondent had a justification to dismiss the claimant from employment.
42. On procedure, reliance placed on the sentiments of the court in *Postal Corporation of Kenya v Andrew K. Tanui* (supra) and *Galgalo Jarso Jillo v Agricultural Finance Corporation* (Supra) to submit that the Respondent complied with the procedural strictures and the claimant's dismissed from employment was procedurally fair.
44. As regards the reliefs sought reliance was placed on the decision in *Kenya Power & Lighting Co. Ltd Vaggrey Lukorito Wasike* (2017) eKLR on the need to ensure that justice is administered to both parties and urge that the prayer for reinstatement was unsustainable and the Respondent issued a certificate of service, discrimination was not proved, the claim for Kshs.126,809.00 as unpaid leave days had no basis and the claim for 12 months compensation could not stand in light of the evidence.
45. It is common ground the claimant was an employed by the Respondent as a Senior Technician at Kshs.126,809.00 per month as at the date of termination of employment on 18th August, 2023 and was the Feeder Owner of Kisumu – Bondo line (270km).
46. It is equally not in dispute that the claimant was cautioned vide letters dated 12th April 2019, 20th May, 2020, and 20th November, 2020 was give benefit of doubt vide letter dated 15th November, 2021 and a warning dated 24th February, 2023, all based an performance of his duties.
47. It is also common ground that, the Respondent conducted an investigation on misappropriation of materials in the West Kenya Region and produced Report No. 18/2022/2023 which was received by the General Manager Human Resource on 29th May, 2023 and which was the basis on which the claimant's employment was terminated.



48. The masterminds of the misappropriation of materials were named as Engineer Fredrick Mugene Osendo Winam Area Distribution Engineer, who was also the claimant's immediate supervision, Felix Odhiambo Okello Nyando O&M supervisor and Moses Mbella (Artisan and non-designated driver).
49. The misappropriation of materials involved irregular proposals for maintenance and references for reinforcement schemes, designs approval and funding vide internal Orders done. Materials would be withdrawn in huge quantities and use in unauthorised and illegal schemes.
50. vide a notice to show cause dated 12th June, 2023, the Respondent demanded an explanation from the claimant on three (3) charges; namely;
- i. Facilitating illegal construction of an H structure through one Collins Amollo (a private electrician), to enable load transfer of an existing customer Chez Odera Hotel from the serving transformer about 600 meters away without payment to the Respondent.
 - ii. Facilitating the irregular installation of a 100 KVC transfer me at Mariwa Area installed in his Feeder with an intention of serving a new Hotel (Hawi Resort) through the Respondent's reinforcement scheme.
 - iii. Receiving money through Mpesa transactions from Collins Amollo who collected materials from Kisian Sub-station.
51. In his response dated 15th June, 2023, the claimant stated that he;-
- i. Was unaware of the illegality of the Sabembe scheme until he was questioned by the auditors and the supervisor confirmed that the scheme was approved by the award committee and presumed. It was valid and his feeder was 350km and could not verify each construction if not involved.
 - ii. The installation of the 100 kva/33KU transformer was executed by Fredrick Osendo when the claimant was on leave. That he saw it thereafter and presumed it was valid and that he would be informed about it.
 - iii. Received monies from Collins Amollo on 14th December, 2022 Kshs.5,000, 8th January, 2023 Kshs.1,028, 13th January, 2023 Kshs.2,000 and 24th January, 2023 Kshs.1,500 only total Kshs.9,528.00 only, for having sold maize and beans to Mr. Collins Amollo as a side hustle. That he was unaware of collection of materials at Kisian sub-station by Mr. Collins Amollo.
52. One of the most puzzlingly aspects of the claimant's evidence was his relationship with one Mr. Collins Amollo, who according to the claimant was an ordinary customer who bought maize and beans from the claimant's business at Holo market and on terms which suggested that the two knew each other well. The claimant admitted, on cross-examination that he knew Mr. Collins Amollo but had told the auditors that he did not know him during the investigation.
53. Perhaps the most hilarious piece of evidence was that when the claimant and the auditors visited Mr. Collins Amollo's work place and he came out dressed in an overall, the claimant could not recognise him. Similarly, the claimant testified that he had so many contacts by the name Collins that he could not recall who among them he called on 26th February, 2023, but equally admitted that Collins Amollo called him whenever power went off and was made the notorious customer.
54. Untruthfully, the claimant testified that he had not dealt with Mr. Collins Amollo prior to December, 2022 yet his Mpesa statement on record revealed that on 9th May, 2022, he received Kshs.4,000.00



from Collins Amollo, a similar amount on 12th June, 2020 and on 29th June, 2022 he had received Kshs.1,000.00 from him.

55. In his written witness statement, the claimant stated that he neither instructed Mr. Collins Amollo nor call the guard (one Mr. John Kebaso), but on cross-examination, he admitted having talked to both of them on 26th February, 2023 and around the same time, which was on a Sunday.
56. In his additional statement to the investigation, the claimant admitted that he instructed one Peter Kodero to drop 2 concrete and 2 wooden poles at Kisian sub-station on 24th January, 2023, yet it was not a storage site.
57. From the record, it is discernible that the claimant, Mr. Collins Amollo and Mr John Kebaso knew each other well and had dealt with each other prior to 24th January, 2023.
58. It is also discernible that the claimant had dealt with Mr. Collins Amollo multiple times in his capacity as an electrician as opposed to a buyer of maize and beans, an allegation that was unsupported by any verifiable evidence.
59. Evidence of a business name or location as well list of past customers, rent payments, payments to the county Government would have given the allegation some aura of credibility. The contradictory evidence provided by the claimant betrayed his credibility as a witness.
60. Intriguingly, the claimant testified that as the Feeder Owner, nothing could be done without his knowledge but told the investigators that he was unaware of the uprating at Chez Odera Hotel unaware of the construction of the H-structure and had no comment on the idle pole at the Kisian sub-station.
61. This evidence would appear to suggest that the claimant did not know his network yet he testified that it was problematic.
62. A panoramic view of the claimant's evidence on his relationship with Mr. Collins Amollo and the activities on the Feeder reveal that he was less than candid. He received monies whose purpose he could not explain, and his Mpesa statement in court captured only four transactions.
63. On the charge of facilitating the irregular installation of a 100 KVG transformer at Mariwa, the Respondent tendered no evidence to show that the claimant was aware of the installation or participated in the actual installation.
64. Relatedly, the charge had no timeline, and the claimant testified that he proceeded on annual leave on 25th July, 2022 and only saw it when he resumed duty, a claim the Respondent did not respond to or controvert.
65. Under the provisions of section 45(2) (a) and (b) of the *Employment Act*, a termination of employment is deemed to be unfair if the employer fails to prove that the reason for the termination was valid and fair.
66. Section 43 of the *Employment Act*, provides;
 - i. In any claim arising out of termination of a contract, the employer shall be required to prove the reasons or reasons for the termination and where the employer fails to do so, the termination shall be deemed to have been unfair within the meaning of section 45.
 - ii. The reason or reasons for determination of a contract are the matters that the employer at the time of termination of the contract genuinely believed to exist and which caused the employer to terminate the services of the employee.



67. In *Naima Khamis v Oxford University Press (E.A) Ltd* (2017) KECA 480 (KLR) the Court of Appeal stated;
- “it is necessary to point out that reasons for termination of a contract are matters that an employer at the time of termination of contract are matters that an employer at the time of termination of contract can genuinely support by evidence and which impact on the relationship of both the employer and employee in regard to the terms and conditions of work set out in a contract. For examples poor performance, insubordination and lack of loyalty or commitment are some of the grounds...”
68. In determining whether the reason(s) for termination of employment was valid and fair, the guiding principles under the reasonable responses test set forth in *Halsbury’s Laws of England 4th Edition, Vol 161B Para 642* are instructive and a termination of employment is considered to have been unfair if the employer acted outside the range of reasonable responses.
69. In *British Leyland (UK) Ltd v Swift* (1981) IRLR 91 Lord Denning MR. held:
- “The correct test is: was it reasonable for the employers to dismiss him? If dismissed him then the dismissal was unfair. If no reasonable employer would have dismissed him, then the dismissal was unfair. But if a reasonable employer might reasonably have dismissed him, then the dismissal was fair. It must be remembered that in all these cases there is a band of reasonableness within which one employer might reasonably take one view: another quite reasonably take a different view.”
70. In *Galgalo Jarso Jillo v Agricultural Finance Corporation* (2021) eKLR B.O.M Manani held:
- “...All that is required is for the employer to have a reasonable basis for genuinely believing that the ground exist even if it turns out that it infact, did not. In my view, what the law is concerned with here is whether the circumstances surrounding the decision to terminate would justify a reasonable man on the street standing in the same position as the employer to reach a similar decision...”
71. Finally, in *Kenya Revenue Authority v Reuvel Waithaka Gitahi & 2 others* (2019) eKLR, the Court of Appeal stated as follows;
- “The standard of Proof is on a balance of Probability, not beyond reasonable doubt and all the employer is required to prove are the reasons that it “genuinely believed to exist,” causing it to terminate the employee’s services. That is a partly subjective test.”
72. Applying the foregoing provisions and propositions of law to the facts of the instant case, the court is satisfied that the Respondent had evidentiary demonstrated that it had a reasonable basis to genuinely believe that it had reasons to terminate the claimant’s employment.
73. Evidence revealed that the claimant, Collins Amollo and John Kebaso collaborated in the storage and movement of the Respondent’s poles to and from the Kisian sub-station and were used to construct the H. structure.
74. It is equally clear that the claimant received unexplained deposits from Collins Amollo. The claimant’s assertion that he could not contradict his immediate supervisor while feigning ignorance of what he was doing and made no verifiable effort to report to the Respondent could not avail the claimant.



75. Finally, the probative value of the claimant's evidence was largely undermined by the numerous contradictions.
76. On procedural fairness, it is trite law that for a termination of employment to pass muster, it must be demonstrated that the procedure employed by the employer was in accord with the provisions of section 45(2) (c) and 41 of the *Employment Act*, which are compulsory as underscored in Pius Isindu Machafu v Lavington Security Guard (207) eKLR.
77. The essentials or elements of procedural fairness have been enumerated in a catena of decisions such as Postal Corporation of Kenya v Andrew K. Tanui (2019) eKLR, and include reason(s) for which termination of employment was being considered, explanation of the grounds of termination to the employee in a language the employee understands, employees entitlement to the presence of a colleague of the employees choice or shop floor union, representative and the employer must hear and consider the presentations made by the employee and or that other person.
78. In the instant case, it is common ground that the Respondent issued and the claimant received a notice to show cause dated 12th June, 2023 and responded vide letter dated 15th June, 2023. He was accorded 72 hours to respond.
79. Although the claimant did not contest the duration or request for any document, having received the Audit Report on 13th June, 2023, he had only 48 hours to respond to the notice to show cause, which, in the Court's view was too short, particularly bearing in mind that he had to go through the Audit Report and respond effectively, which impeded his right to be heard. It is trite that an employee ought to be accorded reasonable time to respond to the notice to show cause and prepare for the disciplinary hearing.
78. On cross-examination, the claimant admitted that he received an invitation to attend a disciplinary hearing and was informed that he was at liberty to attend the hearing with a fellow employee of his choice and was also free to adduce evidence and/or call witnesses, but attended alone.
79. The claimant, further confirmed that he attended the hearing on 12th July, 2023 responded to the questions put to him and signed the minutes on 31st July, 2023.
80. Although the claimant alleged that he was condemned unheard, evidence on record revealed otherwise.
81. Similarly, the letter of termination of the claimant's employment informed the claimant that he could exercise the right of appeal within one (1) year and did so vide letter dated 22nd August 2023, was invited for the appeal hearing scheduled for 27th October, 2023, attended with a witness signed the minutes and received a response dated 4th January, 2024 upholding the termination of employment.
82. From the foregoing, it is discernible that other than the short notice the Respondent accorded the claimant to respond to the notice to show cause, it substantially complied with the provisions of section 41 of the *Employment Act*. To that extent only termination of the claimant's employment was procedurally flawed and thus unfair.

Reliefs

83. Having found that termination of the claimant's employment was procedurally flawed, the claimant is entitled to compensation by dint of the provisions of section 49(1) (c) of the *Employment Act*.
84. In determining the quantum of compensation, the court has considered the duration of employment which was long, the claimant's wishes to remain in the Respondent's employment, the circumstances in which termination of employment took place which showed that the claimant substantially



contributed to it, the Respondent's readiness to pay the claimants salary due including salary in lieu of notice outstanding leave days, availment of certificate of service, and compliance with statutory provisions.

85. In the circumstances, the equivalent of one(1) months gross salary is fair, Kshs.126,809.00.
86. As regards unpaid/untaken leave days the claimant adduced no evidence as to how many they were or when they accrued.
87. Moreover, on cross-examination, the claimant confirmed that the leave days as computed by the Respondent's system was correct.
The claim for unpaid/untaken leave days is declined save for 12 days.
88. Concerning the claim in damages for discrimination, neither the claimant's written witness statement dated 26th August, 2025 nor the oral testimony adduced in court identified the context and particulars of the alleged discrimination.
89. The claimant provided no evidence to show that he was unjustifiably treated differently from any other employee with whom he was similarly circumstanced. The claim is dismissed for want of proof.
89. Equally, the alternative remedy of reinstatement lacked supportive evidence and no effort was expended to show that the circumstances of the case justified reinstatement of the claimant and the relief was practicable.
90. In the Court's view, considering the circumstances in which the claimant's employment was terminated, the remedy of reinstatement would not have been available.
91. The claimant is entitled to a certificate of service by dint of section 51 (1) of the Employment and the Respondent had already prepared one but the claimant declined to collect it.
92. As regards a recommendation letter, it requires no emphasis that the employer is under no legal obligation to issue one by dint of the provisions of section 51(3) of the Employment which provides:

“Subject to subsection (1) no employer is bound to give an employee a testimonial reference or certificate relating to the character or performance of that employee”

The prayer is dismissed.

93. In the upshot judgment is entered in favour of the claimant against the Respondent in the following terms.
 - a. Equivalent of one(1) month's gross salary Kshs.126,809.
 - b. 12 untaken leave days Kshs.49,763.23.
 - c. Interest from the date hereof till payment in full.
 - d. Certificate of Service
 - e. Parties shall bear their own costs.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI ON THIS 15TH DAY OF APRIL, 2026

DR. JACOB GAKERI

JUDGE



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 has 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.

