

REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT

ELDORET

ELRC APPEAL NO. E030 OF 2025

JOHN MAKAKA..... APPELLANT

VERSUS

PROTECTIVE CUSTODY LIMITED.....RESPONDENT

(Being an appeal from the Judgment and decree arising from Eldoret Chief Magistrate's court, CMELRC NO. 140 of 2020 delivered by Honourable S.D. Sitati on the 1st April 2025)

JUDGMENT

1. The Appellant instituted proceedings against the Respondent before the lower court vide a Memorandum of Claim dated 27th August 2020 which was subsequently amended on 27th April 2021, seeking the following reliefs: -
 - i. Declaration that the Claimant's services were unprocedurally, unlawfully and unfairly terminated and in the circumstance the Claimant is entitled to compensation of his terminal dues
 - ii. The sum of Kshs 622,392.27

- iii. Exemplary damages
 - iv. Certificate of service
 - v. Costs of this suit and interests at court rates from time of filing the suit until payment in full
 - vi. Any other further and better relief the honourable court may deem just and fit to grant.
2. The Respondent filed an Amended Memorandum of Response dated 23rd January 2023 denying that it constructively dismissed the Claimant and maintained that the Claimant voluntarily resigned from employment.
 3. Upon hearing the parties, the trial court in its judgment delivered on 1st April 2025 found that the Claimant's resignation from employment via his letter dated 28th September 2019 was voluntary and did not amount to constructive dismissal. The Claimant was only awarded Kshs. 4,675.35 as leave dues and Kshs. 14,481.90 as salary for August and September 2019. Each party was then directed to bear its own costs.

4. Aggrieved by the said judgment, the Appellant (the Claimant in the lower court) lodged the instant appeal vide a Memorandum of Appeal dated 14th April 2025 on the grounds that:
- a) That the learned trial magistrate erred in law and in fact by holding that the Appellant was not constructively dismissed, despite evidence on record showing that it was the Respondent's frustrations that led to the Appellant's unwilling resignation from employment.
 - b) That the learned trial magistrate erred in law and in fact in not finding that the delayed payment of salary, underpayment, non-redeployment as sought by the Appellant and being stopped from working were sufficient frustrations to cause the involuntary resignation by the appellant.
 - c) That the learned Trial Magistrate erred in law and in fact by failing to consider the pleadings on record, evidence tendered in court, written submissions and authorities in support of the claim for constructive

dismissal, causing him to arrive at an erroneous decision.

- d) That the learned Trial Magistrate erred in law and fact by applying the wrong principles of law and thus erroneously dismissing the Appellant's claim under the heads of one month salary in lieu of notice, compensation for unfair termination, service pay, salary underpayments, house allowance and prorated leave days due for the year 2019, thereby occasioning a miscarriage of justice.
- e) That the learned Trial Magistrate erred in law and fact in taking into account extraneous and irrelevant considerations thus arriving at erroneous findings in the Judgment, thereby occasioning a miscarriage of justice.
- f) That the Learned Trial Magistrate erred in law and fact in using the wrong column of the Regulation of Wages (General) (amendment) Orders in tabulation of the minimum wage thus arriving at a wrong decision on underpayment,

- g) The Learned Trial Magistrate erred in law and fact by dismissing the Appellants claim against the weight of the evidence tendered by the Appellant.
- h) The learned magistrate erred in law and fact in failing to award the claimant compensation for unfair or wrongful constructive dismissal.
- i) The learned magistrate erred in law and fact in holding that the claimant had failed to establish his case on the balance of probabilities

5. Consequently, the Appellant seeks the following orders: -

- i. This appeal be allowed
- ii. The judgment of the lower Court delivered on 1st April,2025 be set aside and judgment be entered in favour of the Appellant as per his statement of claim.
- iii. The Respondent to pay costs in the lower Court and in this particular appeal.
- iv. This Honourable court makes such and further orders as it deems fit and just to meet the ends of justice.

6. The appeal was disposed of by way of written submissions. Both parties filed their submissions. The Appellant's submissions are dated 17th November 2025 while the Respondent's submissions are dated 8th November 2025.

Analysis

7. This being a first appeal, the court is required to consider the evidence adduced, evaluate it and draw its own conclusions, bearing in mind that it did not hear and see the witnesses who testified. See **Selle & Another v Associated Motor Boat Company Ltd & Others [1968] EA 123**.
8. In his Amended Memorandum of Claim, the Appellant averred that he was employed by the Respondent as a security guard on 1st December 2014. He contended that he served the Respondent with loyalty, diligence and full dedication until 28th September 2019 when the Respondent wrongfully, unprocedurally and unlawfully terminated his services without any lawful reason.
9. It was the Appellant's case that on 15th July 2019, he reported to work as usual when a Mr. Andrew, the supervisor, informed

him that that the manager had given instructions that the Claimant should not report to work and that he should leave his uniform with the supervisor. He averred that he reported to work the next day to inquire what was the issue and was told by the manager that he would be called to resume work at a later date.

10. The Appellant maintained that after waiting in vain for a long time to be recalled back to work and considering the many frustrations he had been subjected to including late payment of salary, not being allowed to go on leave and underpayment, he opted to tender a resignation letter dated 28th September 2019.
11. He averred that in the said resignation letter he clearly pointed out that he was resigning from the Respondent company due to the many challenges he was undergoing at his workplace and not on his own volition. He termed this unfair termination as constructive dismissal.
12. According to the Appellant, he was entitled to terminal dues owing to the unfair termination, which he tabulated as follows:
 - i. One month pay in lieu of notice.....Kshs. 15,374.93

ii.	Compensation for unfair termination ...Kshs.	
		184,499.10
iii.	Service pay/gratuity.....Kshs	26,739
iv.	House allowance.....Kshs	102,521.94
v.	Leave dues.....Kshs	34,579.44
vi.	Leave prorate.....Kshs	5,459.21
vii.	Underpayment.....Kshs	224,479.65
viii.	Uniform.....Kshs	2,000
ix.	Salary for the months of August and September 2019.....Kshs	26,739
	Total.....Kshs.	622,392.27

13. The Appellant prayed for the reliefs as set out in his Amended Memorandum of Claim.

14. In its defence, the Respondent filed an Amended Memorandum of Response and averred that after a theft incident at the Claimant's work place, the Claimant wrote a letter to his manager dated 2nd August 2019 requesting for deployment or transfer to a different site and when the Respondent advised the Claimant to first complete a five-day refresher training

which would be subject to cross supervision, the Claimant opted to resign.

15. The Respondent maintained that it settled the Claimant's dues as provided for under the Regulation of Wages Order 2015 and Regulation of wages Order 2017.

Evidence Adduced

16. At the hearing, the Appellant testified as CW1 and adopted his witness statement recorded on 20th May 2022 as his evidence in chief. He stated that he was instructed to go home and await recall to work, but was never called back. He further testified that he was not paid salary for the months of August and September and that he never proceeded on leave. He added that he was never paid house allowance during his employment.
17. On cross-examination, the Appellant stated that he wrote his resignation letter due to challenges encountered at the workplace. He testified that he was never issued with a termination letter. He also stated that no incidents of loss occurred at the premises where he was guarding and that his

dissatisfaction stemmed, in part, from the Respondent's failure to transfer him as requested.

18. On its part, the Respondent called one John Motari, who testified as RW1. He adopted his witness statement recorded on 9th April 2021 as his evidence in chief.
19. On cross-examination, RW1 stated that the Appellant proceeded on leave in the years 2017, 2018, and 2019, but acknowledged that there was no documentation in respect of leave for the years 2015 and 2016. He further stated that the Appellant resigned citing challenges, which RW1 insisted were personal and not work-related.
20. When referred to the bank statement produced by the Appellant, RW1 confirmed that the last payment made to the Appellant was on 17th July 2019 and that he left employment on 28th September 2019. He further stated that the Appellant was not paid for the months of August and September as he was not working during that period.
21. In its judgment at page 142 of the Record of Appeal, the trial court found that the Appellant had voluntarily resigned from employment and was not constructively dismissed as alleged.

With regard to the reliefs sought, the trial court held that only the claims for accrued leave days and salary for August and September 2019 had been proved, and dismissed the remaining claims. The court further ordered that each party bear its own costs.

The Appeal

22. In his submissions, the Appellant identified the following issues for determination: -
 - i. Whether the trial court erred in holding that the Appellant's resignation from employment was voluntary and did not amount to constructive dismissal
 - ii. Whether the Appellant was entitled to the reliefs and remedies sought
 - iii. Who should bear the costs of the claim.
23. On the first issue, the Appellant submitted that he did not voluntarily leave his employment but was compelled to do so, as evidenced by his resignation letter dated 28th September

2019, in which he cited work-related frustrations as the reason for his resignation.

24. Relying on the Court of Appeal decision in ***Coca Cola East & Central Africa Limited vs Maria Kagai Lugaga (2015) eKLR***, the Appellant submitted that he was effectively denied the opportunity to work and earn a livelihood, as he was neither assigned duties nor redeployed despite his requests, that as a result he was left without income which compelled him to resign.
25. The Appellant further relied on his Equity Bank statement of account and submitted that at the time of his resignation he had not received salary for a period of two months. He further submitted that he had neither been redeployed nor had his salary been adjusted to comply with the applicable statutory minimum wage requirements.
26. It was the Appellant's submission that the Respondent's failure to pay his salary, the persistent underpayment, the instructions requiring him to stay away from work pending recall, and the failure to redeploy him, collectively amounted to fundamental

breaches of the employment contract, which ultimately led to his resignation on 28th September 2019.

27. The Appellant urged the Court to find that his resignation was involuntary and amounted to constructive dismissal.
28. On the second issue, the Appellant submitted that, having established constructive dismissal, he is entitled to the reliefs sought in his Amended Memorandum of Claim.
29. On the issue of costs, the Appellant urged that in light of the involuntary nature of his resignation and the Respondent's conduct, he ought to be awarded the costs both at the trial court and the appeal.
30. In conclusion, the Appellant urged the Court to find that the trial court erred in both fact and law in dismissing his claim and in holding that he voluntarily resigned. He prayed that the decision of the trial court be set aside and substituted with a finding that his resignation was involuntary, amounted to constructive dismissal, and that he be granted the reliefs sought together with the costs of the suit and the appeal.

The Respondent's Submissions

31. In its submissions, the Respondent framed the issues for determination to be: -
- i. Whether the Learned Trial Magistrate failed to consider the evidence tendered before Court to demonstrate that the Appellant was constructively dismissed.
 - ii. Whether the Learned Trial Magistrate erroneously dismissed the Claimant's case.
 - iii. Whether the Learned Trial Magistrate used the wrong column of the Regulation of Wages (General) (Amendment) Order in tabulation of the minimum wage thus arriving at a wrong decision on underpayment.
32. On the first issue, the Respondent while relying on Sections 107 and 109 of the Evidence Act, submitted that the Appellant bore the burden of proving that he was constructively dismissed and that such burden was not discharged to the required standard of proof on a balance of probabilities.
33. The Respondent submitted that, although the Appellant produced a demand letter, bank statements for limited periods,

and an NSSF statement, there was no conclusive evidence demonstrating breach of contract by the Respondent. In particular, it was argued that no bank statements were produced for August and September 2019 to substantiate the claim of non-payment of salary.

34. The Respondent maintained that the Appellant's letter of resignation dated 28th September 2019 merely cited challenges without attributing them to any specific acts or omissions by the Respondent. Further, that the Appellant's demand letter and subsequent correspondence only sought issuance of a Certificate of Service and refund of uniform deductions, with no mention of unpaid salary or constructive dismissal.
35. The Respondent further relied on decisions in ***Mwaniki v Tihan Limited [2025] KEELRC and Muga v SBC Kenya Limited [2025] KEELRC*** in submitting that the threshold for constructive dismissal was not established in the instant case.
36. In response to the allegation by the Appellant that he was sent away from work on 15th July 2019, the Respondent while relying on the Appellant's letter dated 2nd August 2019 submitted that the said letter indicates that the Respondent was on duty on

the preceding day during a theft incident. This, it submitted, contradicted the claim that he had been barred from work.

37. It is the Respondent's submission that following the theft incident, the Appellant requested redeployment, and was advised to undergo a five-day refresher training as a prerequisite. However, the Appellant declined to undertake the training and instead opted to resign.
38. The Respondent further submitted that the Appellant's resignation was voluntary and prompted by personal reasons, in light of the theft incident that occurred under his watch. The Respondent relied on ***Pius Machafu Isindu v Lavington Security Guards Limited [2017] eKLR*** to argue that a claim for unfair termination cannot arise where an employee voluntarily resigns.
39. The Respondent also contended that the claim of constructive dismissal was an afterthought, as it was not raised in the Appellant's witness statement, testimony or resignation letter, but only emerged during submissions.
40. On the issue of underpayment, the Respondent submitted that the Appellant was employed as a day security guard at

Surungai Telkom Site in Nandi County, earning a salary that rose from Kshs 6,779.83 to Kshs 11,015.70 by July 2019. It argued that the applicable minimum wage under the Regulation of Wages (General) (Amendment) Orders, 2015 for a day watchman in “all other areas” was Kshs 5,844, and therefore the Appellant was not underpaid.

41. The Respondent maintained that the trial court correctly applied the relevant wage category, as Surungai does not fall within a municipality or designated urban area.
42. On whether the trial court erred in dismissing the Appellant’s case, the Respondent submitted that the Appellant failed to establish constructive dismissal, which formed the foundation of his claim. Consequently, the claims for notice pay and compensation for unfair termination were rightly dismissed.
43. The Respondent further submitted that the trial court properly evaluated the evidence and correctly found that the Appellant was not entitled to claims for underpayment, house allowance, or service pay, noting that he was a member of the National Social Security Fund.

44. It was also submitted that the trial court correctly awarded salary for August and September 2019, as the Respondent had not adduced sufficient evidence to prove that the Appellant was absent from work during that period.
45. In conclusion, the Respondent submitted that the Appellant failed to discharge the burden of proof under Section 47(5) of the Employment Act and Sections 107 -109 of the Evidence Act. The Respondent further relied on **Selle & Another v Associated Motor Boat Co. Ltd & Others [1968] EA 123**, submitting that there was no basis for appellate interference, as the trial court's findings were grounded on evidence and correct legal principles.
46. Accordingly, the Respondent urged this Honourable Court to dismiss the appeal in its entirety with costs.

Determination

47. I have carefully considered the Record of Appeal, the judgment of the trial court, the grounds of appeal, and the rival submissions by the parties. As this is a first appeal, this Court is required to re-evaluate the evidence on record and draw its own independent conclusions, while bearing in mind that it

neither saw nor heard the witnesses testify. See ***Selle & Another v Associated Motor Boat Company Ltd & Others*** [1968] EA 123.

48. From the pleadings and submissions, the issues falling for determination are: -

- i. Whether the trial court erred in finding that the Appellant's resignation did not amount to constructive dismissal
- ii. Whether the Appellant is entitled to the reliefs sought
- iii. What orders should issue?

Whether the trial court erred in finding that the Appellant's resignation did not amount to constructive dismissal

49. For a claim of constructive dismissal to succeed, an employee must demonstrate that the employer, by its conduct, fundamentally breached the terms of the employment contract, thereby rendering continued employment intolerable and leaving the employee with no option but to resign.

50. In the case of ***Coca Cola East & Central Africa Limited vs Maria Kagai Lugaga (2015) eKLR*** cited by both parties, the Court of Appeal affirmed that constructive dismissal arises when an employee leaves, with or without notice, due to the employer's conduct, essentially forced by a fundamental breach of contract.
51. It is not disputed that the Appellant herein resigned vide a letter dated 28th September 2019. In the resignation letter he states: "I didn't want to leave the job but because of challenges that come across that make me to step aside".
52. The central issue is whether that resignation was voluntary or was precipitated by the Respondent's conduct.
53. The Appellant's evidence, which was largely uncontroverted was that he was instructed to stay away from work and await recall, which never materialized. The Respondent admitted that the Appellant was not paid salary for the months of August and September 2019 on the basis that he was not working.
54. The Respondent did not demonstrate that the Appellant was lawfully placed on leave, suspended or otherwise formally relieved of his duties for failing to report to work in August and

September, 2019. Indeed, RW1 conceded that there was no documentation in respect of leave for the period and did not produce evidence to justify the Appellant's absence from work during the material time.

55. Further, the Respondent did not take any administrative action against the Appellant for not reporting to work from the date it alleges the Appellant failed to undergo refresher training before redeployment.
56. The Appellant testified that the reason he resigned was because of challenges at his workplace. He denied that he resigned because he was not transferred to a different assignment as he had requested. He further stated that his salary would at times be paid towards the end of the following month.
57. Additionally, the Appellant raised concerns regarding underpayment, denial of leave and failure to grant house allowance. While each of these factors may not independently amount to constructive dismissal, their cumulative effect did. The Respondent's contention that the Appellant's resignation

was prompted by personal reasons is not supported by the evidence.

58. There is no evidence that the Respondent was asked the Appellant to go for a refresher training after he requested for redeployment but refused. There is further no evidence that the Appellant's letter for redeployment was responded to.
59. Taking the evidence on record in totality, I am satisfied that the Respondent's conduct namely, instructing the Appellant to stay away from work without salary and failing to recall him for 2 months without formal process created an intolerable working environment for the Appellant.
60. From the evidence on record I am persuaded that the Appellant's resignation was not voluntary but was induced by the Respondent's conduct.
61. Accordingly, I find that the trial court erred in concluding that the Appellant voluntarily resigned and in failing to appreciate that the circumstances amounted to constructive dismissal.

Whether the Appellant is entitled to the reliefs sought

62. Having found that the trial court erred in holding that the Appellant was not constructively dismissed, this Court must now consider whether the trial court properly addressed the consequential reliefs arising therefrom.
63. Before I consider the prayers, there is need to clarify the rate of pay that the Appellant was entitled to. The Respondent's witness stated during the hearing that the Appellant was paid under the column "All Other Areas" in the Regulation of Wages (General) Order Schedule.
64. At paragraph 9 of the Amended Memorandum of Response the Respondent pleaded: *"The Respondent denies contents of paragraph 14, 15 and puts the Claimant to strict proof and states that the Respondent has always settled dues for all its employees as provided for under the Regulation of Wages Order 2015 and Regulation of Wages Order 2017."*
65. The Respondent's witness stated at paragraph 7 of his witness statement that the Appellant was paid "as per the number of hours worked ..." There is no express denial of underpayments.

66. From the evidence on record, the Respondent was at the time material to this suit based in Eldoret which at the time was categorized under Municipalities.
67. There is no indication in the pleadings filed by the Respondent or in the evidence adduced in court that the Respondent operated under “All Other Areas” in the Regulation of Wages (General) Order Schedule.
68. All Other Areas refers to areas outside cities and Municipalities. Eldoret is categorized under Cities. The trial court thus erred in considering the awards due to the Appellant under “All Other Areas”.
69. In his Amended memorandum of Claim, the Appellant sought for several reliefs which I address in separate heads as hereunder: -

- i. Declaration that the Claimant’s services were unprocedurally, unlawfully and unfairly terminated and in the circumstance the Claimant is entitled to compensation of his terminal dues*

In view of this Court's finding that the Appellant was constructively dismissed, a declaration is hereby made to that effect.

ii. Terminal benefits

a. One month pay in lieu of notice

On the claim for one-month salary in lieu of notice, the trial court did not specifically address this head in light of its finding that there was no unfair termination.

In view of this Court's finding that the Appellant was constructively dismissed, the Appellant is entitled to notice pay under sections 35 and 36 of the Employment Act. The Appellant is awarded Kshs. 17,681.18, being one month's gross wage under the Regulation of Wages (General) (Amendment) Orders, 2017.

b. Compensation for unfair termination

Having found that the Appellant was constructively dismissed, the trial court erred in declining to award compensation under section 49(1)(c) of the Employment Act. In assessing the appropriate award, this Court has considered the length of service of approximately four years and ten months, the circumstances leading to termination, and the Respondent's failure to adhere to proper employment procedure. The Appellant's employment was brought to an end through conduct that this Court has found to amount to a fundamental breach of the employment contract. Accordingly, the Appellant is awarded Six (6) months' salary pursuant to section 49(1)(c) of the Employment Act, computed on the statutory basic wage plus 15% house allowance being Kshs (15,374.94+2,306.24) 17,681.18 ×6 totaling to Kshs 106,087.

c. Service pay/Gratuity

The applicable Regulation of Wages (Protective Security Services) Order, 1998 (as amended) provides for gratuity at the rate of 18 days' pay for each completed year of service, subject to a minimum of five (5) years' continuous service. The Appellant having served for only about four years and ten months had not attained the statutory threshold for gratuity. Further, he was a member of NSSF and is not entitled to service pay.

The trial court therefore properly declined this head and there is no basis for interference.

d. House allowance

Having adopted the statutory minimum wage under the Regulation of Wages (General) (Amendment) Orders, 2017 as the applicable wage which is exclusive of house allowance, the Appellant is entitled to house allowance at 15% of basic pay.

I have looked at the tabulation by the Appellant which I find to be accurate and in accordance with

the law and award the same at as prayed at Kshs.
102,521.94

e. Leave dues and leave prorated

On the claim for leave dues, the Appellant testified that he was not granted annual leave during the entire period of his employment. The Respondent alleged that the Appellant proceeded on leave in certain years and produced leave forms at pages 7 to 52 of the Record of Appeal which indicate that the Appellant took a total of 80 days off which were converted to leave. The court however notes that the applications by the Appellant were for off days which the Appellant earned at the rate of 4 days a month in addition to 26 days annual leave days as per Regulation of Wages (Protective Security Services) Order.

In the absence of evidence from the Respondent to demonstrate that the Appellant duly proceeded on both annual leave and off days or was compensated

in lieu thereof, this Court finds that the Appellant has established entitlement to pay in lieu of annual leave on a balance of probabilities. The Appellant is therefore awarded leave dues as pleaded, in the sum of Kshs 34,579.44.

f. Underpayment

This Court finds that the trial court erred in its application of the Regulation of Wages (General) Orders and consequently arrived at an erroneous conclusion. The evidence on record demonstrates that the Appellant was remunerated below the applicable statutory minimum wage during the period of employment.

The Appellant in his pleadings stated that he was employed in December 2014 and was constructively dismissed in September 2019 at a salary that was below the applicable statutory minimum wage. Applying the relevant Regulation of Wages (General)

(Amendment) Orders for the respective periods of employment, namely the 2015 Order, the 2017 Amendment Order, and subsequent wage adjustments up to 2019, the Court has undertaken a period-by-period comparison of the wages payable and the wages actually paid.

For the period 2015 to 2016, the difference between the applicable statutory minimum wage and the wages paid was negligible and does not disclose any substantial underpayment. For the period 2017 to 2018, the Appellant was underpaid by Kshs. 30,684.00, and for the period 2018 to September 2019, the underpayment amounted to Kshs. 91,543.83. Accordingly, the total underpayment over the period of employment amounts to Kshs. 122,227.83, which this Court hereby awards.

g. Uniform reimbursement

On the claim for uniform allowance, the Appellant pleaded and submitted that he was entitled to refund

of uniform deductions that were made from his salary in view of the fact that he had returned the uniforms. The Court notes that in its submissions, the Respondent did not dispute this fact. Further, reference is made to the Appellant's demand letter in which deductions relating to uniform were acknowledged. Accordingly, the Appellant is awarded the sum of Kshs. 2,000 as claimed under the head of uniform allowance.

h. Salary arrears for the months of August and September 2019

On the claim for salary arrears for August and September 2019, this Court notes that although the trial court awarded a sum under this head, the computation adopted by the trial Court was not aligned to the applicable statutory minimum wage. Having found that the applicable monthly wage is Kshs. 15,374.93, the Appellant is awarded Kshs. 30,749.86 under this head

iii. Exemplary damages

Awards of exemplary damages are only available in exceptional circumstances involving oppressive, arbitrary or unconstitutional conduct. No such circumstances were established before the trial court. The refusal by the trial court to award exemplary damages was therefore sound in law and cannot be faulted.

iv. Certificate of service

Section 51 of the Employment Act imposes a mandatory obligation on the employer to issue a certificate of service. The Respondent is hereby directed to issue a certificate of service to the Appellant within thirty (30) days of this judgment.

70. In the upshot, the judgment of the trial court delivered on 1st April 2025 is hereby set aside in its entirety and substituted with the following orders of this Court: -

- i. A declaration is hereby made that the Appellant was constructively dismissed by the Respondent.

ii. Judgment is entered in favour of the Appellant against the Respondent in the sum of Kshs. 297,181.64, being: -

a. Notice pay.....Kshs
17,681.18

b. 6 months compensation for
unfair termination.....Kshs 106,087

c. Leave dues.....Kshs 34,579.44

d. Underpayment.....Kshs
122,227.83

e. Salary arrears
(August-September 2019).....Kshs
30,749.86

f. Uniform allowance.....Kshs 2,000.00

71. The Appellant shall have the costs of this appeal and costs in the lower court.

72. Interest shall accrue on the decretal sum at court rates from the date of judgment in the trial court until payment in full.

DATED, SIGNED AND DELIVERED VIRTUALLY ON

THIS 23RD DAY OF APRIL, 2026

**MAUREEN ONYANGO
JUDGE**