Ratemo & 2 others v Dufourg (Civil Appeal 586 of 2019)
[2025] KECA 1359 (KLR) (25 July 2025) (Judgment)

Neutral citation: [2025] KECA 1359 (KLR)

REPUBLIC OF KENYA

IN THE COURT OF APPEAL AT NAIROBI

CIVIL APPEAL 586 OF 2019

PO KIAGE, J MOHAMMED & WK KORIR, JJA

JULY 25, 2025

BETWEEN

DOUGLAS RATEMO ..... 1ST APPELLANT

ZACHARIA OGOLA ..... 2ND APPELLANT

NICODEMUS BORE ..... 3RD APPELLANT

AND

JEROME J. DUFOURG ..... RESPONDENT

(An appeal against the judgment of the Employment and Labour Relations Court at Nairobi (M. Onyango, J.) dated 4th February 2019 in ELRC Cause No. 442 of 2008)

JUDGMENT

1. Douglas Ratemo, Zacharia Ogola, and Nicodemus Bore, the respective 1st to 3rd appellants, are before us challenging the judgment of M. Onyango, J. dated 4th February 2019, entered against them in favour of Jerome J. Dufourg, the respondent. The appellants were the respective Chairman, Secretary, and Treasurer of a football club known as FC Talanta ("the Club"). The case before the trial court originated from the respondent's memorandum of claim dated 24th March 2014.

2. The respondent's case was that by a letter dated 21st January 2013, he was appointed the Executive Director of the Club on a monthly salary of Kshs. 100,000 in a contract that would run for one year. In addition, the Club was to assist him secure a work permit, and he would be entitled to a return ticket to his home country at the end of the term of the contract. The respondent assumed office on 4th February 2013. It was the respondent's case that the appellants sabotaged his work, frustrated the contract, and unfairly suspended him, ultimately terminating his contract unfairly and arbitrarily on 27th October 2013.

3. The alleged breaches and misconduct by the appellants included failure to obtain a work permit; unlawful termination; violation of fundamental rights; non-payment of lawful dues; failure to issue a certificate of service; and breach of contractual obligations. The respondent also alleged that he was harassed and assaulted by police officers and immigration officials on 26th October 2013 and 1st November 2013, at the behest and approval of the 1st appellant. The respondent averred that as a result of the appellants' misrepresentation, he resigned from a well-paying job at Capital Sports and Fashion in Dubai, where he earned Kshs. 267,601 per month in order to join the Club. He also pleaded that he had suffered mental and emotional anguish due to the harassment and embarrassment, particularly from police and immigration officials. And finally, that the appellants had refused to comply with demands and notices of intention to sue.

4. In a memorandum of response dated 7th April 2014, the appellants conceded to engaging the services of the respondent and averred that he did not perform his duties within the terms of the contract. On their part, they attributed the breach of the contract to the respondent. They averred that the contract was legally and procedurally terminated on 27th October 2013 due to the respondent's misconduct, after being accorded an opportunity to be heard, which he declined. They also stated that they applied to the relevant authorities to facilitate the acquisition of the respondent's work permit. Still, they pleaded that the failure to secure the work permit in time was as a result of the respondent's failure to appear before the Immigration Department. Further, that the decision to suspend the respondent was informed by his initial suspension by the Football Federation of Kenya (FKF), thereby rendering his continued engagement untenable. They outlined various allegations of misconduct that led to the respondent's dismissal and asserted that the dismissal followed the due legal process. They also denied ever inducing the respondent to quit his job in Dubai and prayed that the claim be dismissed.

5. After hearing the evidence from both the 1st appellant and the respondent, the learned Judge entered judgment in favour of the respondent as follows:

> " 1. Costs of return air ticket... Kshs.113,307.80
>
> 2. Prorated leave.....Kshs.72,115.40
>
> 3. Salary for October to December 2013 and January 2014..... .....Kshs.400,000
>
> 4. General damages for harassment.....Kshs.1,000,000 5. Pay in lieu of notice.....Kshs.100,000
>
> 6. Reimbursements for monies owed to the claimant by respondents based on proof
>
> 7. Costs and interest at court rates."

6. In the memorandum of appeal dated 27th November 2019, the judgment is challenged on the grounds that the learned Judge erred in law and fact: in making an award of general damages, which was neither supported by evidence nor law; in awarding the appellant the sum of Kshs. 1 million as general damages for harassment that was not occasioned or done by the respondents; in finding that the indefinite suspension letter dated 8th October 2013 and the letter of dismissal dated 27th October 2013 had different reasons yet they emanated from different entities hence misapprehending the effect of the same; in failing to appreciate and consider the evidence in the form of the appellants' pleadings regarding the reasons or cause of termination of the respondent's contract and services; in failing to balance the interests of the employer with those of the employee in granting the order of costs and

interest in the suit; in holding that the appellants had failed to facilitate the respondent to obtain a work permit; in awarding costs of the suit and interest to the respondent without considering his conduct and contribution to the termination; and, on matters of both law and fact as to occasion a miscarriage of justice against the appellants.

7. When this appeal came up for hearing, learned counsel, Ms. Tusiime was in attendance for the appellant while her counterpart Mr. Majani represented the respondent. Counsel briefly highlighted their written submissions.

8. Learned counsel, Ms. Tusiime, relied on submissions dated 18th August 2020 to argue that the trial court misinterpreted the law in respect to termination of employment and the right to a fair hearing. She affirmed compliance with the *Employment Act* during the respondent's dismissal, asserting that the appellants met the burden of proof for gross misconduct as required by section 43 of the *Employment Act*. Ms. Tusiime referenced section 44, highlighting the respondent's significant breach of his obligations, which justified summary dismissal. She pointed out the abusive language used by the respondent and noted his admission of these incidents. Counsel contended that the termination process adhered to section 41 of the *Employment Act*, as the respondent was invited to a hearing to defend himself. On a without prejudice basis, she claimed that the respondent's contract was unlawful due to his lack of a work permit, referencing Kenya Pipeline Company Limited vs. Glencore Energy (U.K.) Limited [2015] eKLR to argue that no obligations arise from illegal contracts.

9. Furthermore, Ms. Tusiime argued that the respondent had not met the requirement under section 45(3) of the *Employment Act* that an employee must at least have been in continuous employment for more than thirteen months in order to qualify to lodge a claim of unfair termination. Citing Nation Media Group Limited vs. Onesmus Kilonzo [2017] KECA 181 (KLR), learned counsel submitted that since the respondent had only worked for nine months, the trial court lacked jurisdiction to entertain his claim.

10. Regarding damages, Ms. Tusiime criticized the trial court's award of Kshs. 1,000,000 for harassment, asserting it was unrelated to the wrongful dismissal claim and was excessive. She emphasized the absence of evidence for general damages, suggesting only nominal damages should have been awarded. In support of the submission, learned counsel cited, among other cases, Kinakie Co-operative Society vs. Green Hotel [1988] and Nyamogo & Nyamogo Advocates vs. Barclays Bank of Kenya Limited [2015] eKLR, which upheld the principle of awarding nominal damages for unproven loss. Turning to the damages awarded for unlawful dismissal, Ms. Tusiime reiterated that the respondent's misconduct and short service should be considered under sections 49(4)(b) and (k) of the *Employment Act*, arguing that any damages should reflect one month's salary in lieu of notice. She cited Judicial Service Commission vs. Gladys Boss Shollei & Another [2014] eKLR to emphasize the importance of abiding by the reasonableness of employer dismissal decisions.

11. In opposition to the appeal, Mr. Majani through the submissions dated 26th August 2020 argued that the respondent's termination was unfair and violated his right to fair administrative action under Article 47 of *the Constitution*. Learned counsel submitted that the respondent was given insufficient hearing notice, which did not comply with section 41(1) of the *Employment Act*. He relied on Judicial Service Commission vs. Mbalu Mutava & Another [2015] KECA 741 (KLR) to emphasize the need for an unbiased tribunal and proper notice. Adverting to Walter Ogal Anuro vs. Teachers Service Commission [2013] KEELRC 386 (KLR), learned counsel asserted that the two-pronged approach for termination requires both substantive justification and procedural fairness. He argued that, as was held in Zakayo Karimi & Another vs. Royal Nairobi Golf Club [2017] K EHC 8520 (KLR), the dismissal failed the test due to inadequate notice and insufficient time for preparation.

12. Mr. Majani asserted it was the employer's responsibility to secure a work permit for him as a foreign national, citing section 45(2) of the *Kenya Citizenship and Immigration Act*. Counsel noted that the appellants failed to respond to the respondent's requests, citing Nicola Romano vs. Master Mind Tobacco (K) Limited [2017] eKLR and Five Forty Aviation Limited vs. Erwan Lanoe [2019] eKLR to reaffirm the necessity of a work permit for contract implementation. To support the assertion that the appellants failed to discharge their statutory responsibilities, learned counsel pointed to the malicious arrest and the threatened deportation that resulted from the appellants' inaction. He proceeded to urge that the damages were justified due to the harassment experienced by the respondent. Counsel maintained that the respondent's right to dignity under Article 28 of the Constitution and right to fair labour practices under Article 41 of *the Constitution* were also infringed, thereby justifying the award of damages. Mr. Majani highlighted that Articles 22 and 23 of *the Constitution* guaranteed the respondent's right to seek court remedies for violations of his fundamental rights. Supporting the quantum of damages, learned counsel referred to Gitobu Imanyara vs. Attorney General [2016] eKLR to argue that compensation should reflect public outrage and the severity of the breach. Ultimately, he submitted that the learned Judge correctly applied the law in this case and the appeal should be dismissed.

13. This being a first appeal, we are reminded of our role under rule 31(1)(a) of the Court of Appeal Rules and as was expounded in Abok James Odera T/A A.J Odera & Associates vs. John Patrick Machira T/A Machira & Co. Advocates [2013] KECA 208 (KLR), ours is to re-evaluate, re-assess, and re-analyze the record and then determine whether the conclusions reached by the learned trial Judge are to stand or not and give reasons either way. We have reviewed the record as well as the submissions and authorities cited by counsel for the parties in arguing their respective cases. In our view, the issues for determination are whether the claim was barred by section 45(3) of the *Employment Act*, if not, whether the respondent established his claim against the appellants, and whether the appellants have established a case for our interference with the awards made by the trial court.

14. Whether the claim was barred by section 45(3) of the *Employment Act* is a question of law. Before we delve into it, we must point out that although it was not part of the appellants' pleadings, it was an argument in their submissions, and the learned Judge did not address it. In our view, this being a question concerning jurisdiction, it must be addressed before addressing anything else, for without jurisdiction, the trial court's judgment will be without a foundation. Section 45(3) of the *Employment Act* provides as follows:

> "An employee who has been continuously employed by his employer for a period not less than thirteen months immediately before the date of termination shall have the right to complain that he has been unfairly terminated."

15. The Court has previously had an opportunity to address the import of this provision in the case of Nation Media Group Limited vs. Onesmus Kilonzo (supra) cited by the appellants, where Githinji, J.A distinguished the terms "unfair termination" and "unfair dismissal" as follows:

> "(16) The Act in part VI stipulates the manner of termination of various contracts of service and the respective remedies available to each category of an employee in case of unlawful termination. Two of them, summary dismissal and unfair termination are relevant to this appeal. The general proposition of the law as stated in section 44(2) is that, no employer has a right to terminate a contract of service without notice or with less notice than that stipulated in statutory provisions or contractual term.

However, section 44(1) allows the employer to summarily dismiss an employee – that is without notice or less notice if the employee has by his conduct indicated that he has fundamentally breached his obligation under the contract of service (S.44(3), or if the employee has committed acts of gross misconduct as stipulated in section 44(4). Such an employee has no right to be heard before summary dismissal. However, if the employer contemplates to summarily dismiss an employee on grounds of misconduct or poor performance, the employer is required before making a decision to summarily dismiss the employee to explain the reason, hear and consider the employee's representations (section 41(1) and 41(2)). An employee who is summarily dismissed for a lawful cause is entitled to be paid all monies, allowances and benefits due to him up to the date of his dismissal - (s. 18(4). On the other hand, if an employee is summarily dismissed for unlawful cause, he has a right to complain to a labour officer or file a suit in ELRC - (section 47 and 87). The remedies for wrongful dismissal are stipulated in section 49 and include wages or salary for a period not exceeding twelve months (s. 49(1) (c) and, reinstatement (S. 49(3)]

Secondly, an employer may terminate the employment of an employee upon giving him notice for other valid and fair reasons which the employer genuinely believes to exist and related to employees conduct, capacity or compatibility or based on operational requirements of an employer and upon according the employee fair procedure before termination (S.43(2); 45(2)). Absent of valid and fair reasons and procedural fairness, the termination is unfair and the employee has a right to complain to Labour Office or file a suit in ELRC for redress. The remedies stipulated in section 49 are the same as those available to an employee who has suffered wrongful dismissal. However, by the impugned section 45(3), such an employee has no right to complain of unfair termination unless he has been continuously employed for a period of not less than thirteen months immediately before the date of termination."

16. And in CMC Aviation Limited vs. Mohammed Noor [2015] KECA 775 (KLR), the Court, though not dealing with section 45(3), differentiated the phrase "unfair termination" from "wrongful dismissal" thus:

> "...Unfair termination involves breach of statutory law. Where there is a fair reason for terminating an employee's service, but the employer does it in a procedure that does not conform with the provisions of a statute, that still amounts to unfair termination. On the other hand, wrongful dismissal involves breach of employment contract, like where an employer dismisses an employee without notice or without the right amount of notice contrary to the employment contract."

17. The distinction created by the cited authorities is relevant as it points to the intentional usage of the two terms independently in the *Employment Act*. Even though we cannot look at the *Employment Act* for a definition of the two terminologies, the provisions of section 35, 47(1), & (5), 49, and 50 of the Act indicates that the terms "unfair termination" and "wrongful dismissal" were intended to arise from and mean two different and distinct scenarios. It is therefore our view that whereas section 45(3) of the *Employment Act* restricts a claim of "unfair termination" to those who have served for over 13 months, a claim based on "wrongful dismissal" is not disbarred by the provision. Courts faced

with such a conundrum must examine the pleadings and determine whether the claim is one of unfair termination or wrongful dismissal. This interpretation would bring life to the provisions of section 35(4)(a) of the *Employment Act*, which reserves the right of an employee whose services have been terminated to dispute the lawfulness or fairness of the termination in accordance with the provisions of section 46. We do not think and do not foresee Parliament, except for known exceptions like time limits for bringing a claim, enacting a statute that would upset the long-established rule that equity will not suffer a wrong without a remedy. Equally important is the Latin maxim "ubi jus ibi remedium", meaning that "where there is a right, there is a remedy". These rules protect the fundamental rights recognized in all legal systems that for every right violated, there is a remedy.

18. Additionally, we must also point out that this fine distinction between "unfair termination" and "wrongful dismissal" significantly alters the foundation of a claim. According to the definition we have adopted above, whereas for unfair termination, the primary reference is to statute, a claim of wrongful dismissal primarily refers to the actual contract between the parties. In either route, the initial burden of proof will still lie with the claimant.

19. Adopting the definitions fronted in CMC Aviation Limited vs. Mohammed Noor (supra), we are of the view that the claim herein was one of wrongful dismissal as opposed to unfair termination. To navigate the thin line between the two concepts, one needs to look no further than the memorandum of the claim to realize that the claim involves the notice and breach of the employment contract between the parties. It is more concerned with the breach of the terms of the contract entered into between the parties on 21st January 2013. We thus find no merit in the appellants' attempt to impeach the respondent's claim on the ground that the trial court lacked jurisdiction to entertain it. In doing so, we align with the holding of this Court in Nation Media Group Limited vs. Onesmus Kilonzo (supra) that:

> " The requirements of procedural fairness in the special case where summary dismissal is contemplated on grounds of misconduct or poor performance, or the fact that the remedies for wrongful termination and unfair termination are similar does not transform a wrongful summary dismissal into unfair termination. The two are distinct concepts. The respondent did not invoke the provisions of section 45 which specifically deals with unfair termination. It is clear from the statutory provisions that Section 45(3) applies to a claim for unfair termination and not to a claim for wrongful or unlawful summary dismissal. [Emphasis ours]

20. We now turn to the question as to whether the respondent's claim was established. In the case at hand, there was no dispute that the appellants, jointly as officials of the Club, employed the respondent for a period of one year, commencing on 4th February 2013. We have reviewed the letter of appointment dated 21st January 2013, and we must say it was not the best of contracts or letters of offer. One of the claims made by the respondent concerned the process of separation between the parties. The contract or offer letter did not make a provision for this. It therefore follows that the Court must fall back on the *Employment Act*, which by section 8 imposes the provisions of the Act in any written or oral contract.

21. The case before the trial court primarily turned on the question of procedural fairness, as opposed to the substantive justiciability of the dismissal. Therefore, without delving into the allegations of misconduct, we dive straight into the process of employee separation. The contract signed between the parties did not provide for a procedure of termination. Therefore, we will read the provisions of the Act to supplement the agreement between the parties as commanded by section 8 of the *Employment Act*. It was the respondent's case that the appellants frustrated the contract and unfairly dismissed him from work. In his evidence, he stated that he was given a short notice to appear before the Club's board to

answer to the show cause letters. On the other hand, the appellants argued that they had procedurally dismissed the respondent on valid grounds.

22. The foundational basis for approaching a court when an employee has been either wrongfully dismissed or the contract unfairly terminated is section 47 of the *Employment Act*. In delivering on its mandate, the trial court must scrutinize, among other things, the procedure adopted by the employer in arriving at the decision to dismiss the employee; the communication of that decision to the employee, and the handling of any appeal against the decision. In this case, the learned Judge, in considering the process of separation, concluded as follows:

> "It is evident that the reasons given in the letter of dismissal are not the same as those in the letter of suspension. Further, the suspension was for an indefinite period, and the letter of suspension did not require the claimant to respond to the charges levelled against him therein.
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> The notice for the hearing for the claimant's disciplinary case was, according to him, sent by email at 10.01 pm on 21st October 2013 for a hearing to be held at 2.00 pm on 21st October 2013 (sic). The letter did not inform the claimant of his right to be accompanied by a colleague to the meeting and did not set out the charges he was expected to respond to....
>
> The notice does not meet the threshold of a notice under Section 41 of the *Employment Act*."

23. Upon considering the evidence in this regard, we cannot agree more. We can only point out that in a letter dated 2nd September 2013, the Chairman of the Club indefinitely suspended the respondent, citing the threats and suspension by FKF. In the summary dismissal letter dated 27th October 2013, the Chairman refers to the suspension letter of 2nd September 2013, and states as follows:

> "The Club has therefore found you culpable of gross misconduct on the charges levelled against you, which you choose not to answer to. This included an abusive communication dated October 17th, continued threatening text messages towards FC Talanta board members, continued media involvement in direct violation of your suspension, fundamental breach of the confidentiality clause in your contract and an inability to perform your duties as per the contract following the suspension by the Football Kenya Federation."

24. The learned Judge went ahead and reproduced the email summoning the respondent for a disciplinary hearing. In that email, allegedly received by the respondent at 10.01 pm on 21st October 2013, the "review" of the respondent's suspension was slated for 22nd October 2013 at 2.00 pm. There was no indication of the charges the respondent was to answer to. In fact, the respondent was not informed that he would be attending disciplinary proceedings. When faced with a similar scenario, the Court in Postal Corporation of Kenya vs. Andrew K. Tanui [2019] KECA 489 (KLR) held that:

> "In this case, the letter inviting the respondent to appear before the Board was only two lines containing the date and venue. It said nothing about the reasons for such invitation. It said nothing about the respondent appearing with another employee of his choice. The retort that an employer has no obligation to ask the employee to be accompanied does not avail the appellant because the law requires that such other person be present to hear the grounds of termination and if so inclined, make representations thereon. A hearing not so conducted is irregular... The Board had in its possession the very document that formed the basis of the charges framed against the respondent but kept it away from him. Even in criminal trials,

which are more serious in nature, an accused is entitled to the statements that support the charges laid against him. That is the essence of fairness even outside a judicial setting. The respondent faced serious indictments which could torpedo his entire career and destroy his future. In our view, this was a matter in which oral hearing was necessary, but none was held... For all those reasons, we agree with the trial court that the procedure adopted by the appellant was short of a fair one. We so find."

25. We associate fully with the above reasoning. Additionally, it was not disputed that the summons was received a few hours before the hearing. We are, therefore, in agreement with the learned Judge that the separation process did not meet the threshold set in section 41 of the Act. The conclusion by the learned Judge is in tandem with the holding of this Court in CMC Aviation Limited vs. Mohammed Noor (supra), that:

> " ... whatever reason or reasons that arise to cause an employer to terminate the services of an employee, that employee must be taken through the mandatory process as outlined under section 41 of the *Employment Act*. That applies in a case for termination as well as in a case that warrants summary dismissal. See also Mary Chemweno Kiptui Vs. Kenya Pipeline Company Limited [2014] eKLR."
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> Unpleasant a character as the respondent may have been, as gleaned from the record, he was entitled to be taken through the procedure provided by the law. He was not, and the learned Judge was therefore correct in finding in his favour.

26. Regarding the appeal challenging the damages awarded, we commence by appreciating that the powers under section 49 of the *Employment Act* are discretionary. This position was affirmed by the Supreme Court in Kenfreight (E.A) Limited vs. Benson K Nguti [2019] eKLR, where it was held that:

> " When giving an award under Section 49 of the *Employment Act*, a court of law is expected to exercise judicial discretion on what is fair in the circumstances. The Black's Law Dictionary, 9th edition, at page 534 defines judicial discretion as follows:
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> "the exercise of judgment by a judge or court based on what is fair under the circumstances and guided by the rules and principles of law; a court's power to act or not to act when a litigant is not entitled to demand the act as a matter of right."

27. Additionally, we are cognizant of the principle that our interference with the award made by the trial judge should be within the test established by the Court in United India Insurance Co Ltd vs. East African Underwriters (Kenya) Ltd [1985] KECA 39 (KLR) as follows:

> " ...The Court of Appeal is only entitled to interfere if one or more of the following matters are established: first, that the judge misdirected himself in law; secondly, that he misapprehended the facts; thirdly, that he took account of considerations of which he should not have taken account; fourthly, that he failed to take account of considerations of which he should have taken account, or fifthly, that his decision, albeit a discretionary one, is plainly wrong."

28. See also the holding of Makhandia, J. (as he then was) in Josephine Angwenyi vs. Samuel Ochillo [2010] KEHC 943 (KLR) as cited in Nakuru Industries Limited vs. Paul Obadha Odhiambo [2015] KECA 389 (KLR), of which we also approve.

29. We reproduce hereunder the learned Judge's determination in arriving at the awards made to the respondent as follows:

> " The claimant did not justify the circumstances under which he claims exemplary damages, nor give justification to support the amount claimed. As was stated in the case of Kampala City Council vs. Nakaye and Obonyo vs. Municipal Council of Kisumu, exemplary damages are basically a relief in tort, where the defendant's conduct is sufficiently outrageous to merit punishment, or where the conduct disclose malice, fraud, cruelty or insolence or similar motive. The claimant has not proved that the actions of the respondent fell within the above yardstick to merit an award of exemplary damages. The prayer is declined. The prayer for general damages is likewise declined as it does not accrue from a breach of employment contract either under common law or statute. Further, the claimant only served for 9 months.
>
> The claimant is entitled to the cost of a return air ticket, as this was provided in his contract. I thus award him Kshs.113,307.80 as prayed, as the respondents did not contest the amount claimed. The claimant is also entitled to pro-rated annual leave for the period served. I award him 18.75 days at Kshs.72,115.40 calculated as (100,000 x 18.75). The prayer for salary for October, November, December 2013 and January 2014 is granted as the respondents did not deny that the claimant was issued with the letter of dismissal on 29th January 2014.
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> The claimant is entitled to general damages for harassment as the respondents did not deny that having failed to facilitate the claimant to obtain a work permit, on 29th January 2014 at 5.28 pm, Zacharius Ogola, the 2nd respondent went to his house with two policemen who assaulted the claimant and dragged him to the police station in the full glare of the public where he was kept in the cells for two hours. It was further
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> not denied that again on 1st November 2013, the respondents caused officers from the Immigration Department to arrest the claimant and lock him up at the cells in Nyayo House, after which he was given an ultimatum to leave the country within 6 days or face deportation. These were not controverted by the respondents. I award the claimant the sum of Kshs. 1 million as general damages for the harassment.
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> The claimant is entitled to pay in lieu of notice of Kshs.100,000 and not the sum of Kshs.267,601.75 claimed. The claimant is further not entitled to broken rent contract in Dubai or to visa as he did not prove that the respondents were responsible for the visa application fees. The claimant is however, entitled to disbursements of own money spent on official business subject to proof. The respondents shall also pay claimant's costs. The decretal sum shall attract interest at court rates."

30. Ms. Tusiime, for the appellant, strongly challenged the award of Kshs. 1,000,000. Counsel erroneously read this award to be one for wrongful dismissal. However, from the excerpt above, it is clear that the award was for harassment of the respondent and subjecting him to humiliation through assault and arrest by the immigration police at the behest of the 1st appellant. We have also considered the other awards made by the learned Judge, and we do not perceive the awards to fall within the parameters that call for the exercise of our jurisdiction to interfere with them. Specifically, we have noted that the learned Judge explained that she awarded the salary for the months of October to December 2013 and January 2014 because the respondent was served with the letter of dismissal on 29th January 2014. In the circumstances, we find that the learned Judge clearly explained the purpose of each award and find no fault with her decision.

31. Flowing from the foregoing, it follows that this appeal lacks merit and is for dismissal. We therefore dismiss the appeal in its entirety. As costs generally follow the event, the respondent shall have the costs of the appeal from the appellants.

DATED AND DELIVERED AT NAIROBI THIS 25TH DAY OF JULY, 2025.

P. O. KIAGE

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JUDGE OF APPEAL

JAMILA MOHAMMED

.....

JUDGE OF APPEAL

W. KORIR

.....

JUDGE OF APPEAL

I certify that this is a True copy of the original

Signed

DEPUTY REGISTRAR