



REPUBLIC OF KENYA



KENYA LAW
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**Emojong v Henkel Chemicals (EA) (Employment and Labour Relations Cause
1910 of 2021) [2025] KEELRC 259 (KLR) (3 February 2025) (Judgment)**

Neutral citation: [2025] KEELRC 259 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
EMPLOYMENT AND LABOUR RELATIONS CAUSE 1910 OF 2021**

**HS WASILWA, J
FEBRUARY 3, 2025**

BETWEEN

EUNICE ARAKIT EMOJONG CLAIMANT

AND

HENKEL CHEMICALS (EA) RESPONDENT

JUDGMENT

1. The Claimant instituted this suit through Memorandum of Claim dated 26th September 2017, later Amended Statement of Claim dated 27th September 2019, seeking reliefs against the Respondent for alleged unlawful termination of employment. She avers that she was employed by the Respondent on 22nd October 2015 as an Administration Manager on a starting salary of Kshs. 85,000 per month and a travel allowance of Kshs. 3,000. She initially worked at the Respondent's Shimanzi factory before being transferred to the Ruiru factory on 18th June 2016, where her role changed to Quality Controller. Her responsibilities later expanded to include those of a Production Manager, and she was placed on probation for three months before receiving formal confirmation of her promotion on 6th September 2016.
2. The Claimant alleges that her termination was unlawful, malicious, and in violation of fair labour practices. She contends that in February 2017, she raised concerns about a company vehicle still bearing the Respondent's logo despite being sold by the fleet manager, Mr. Mayur Nakar. This led to counter-accusations against her, and soon after, she was accused of producing substandard products that allegedly affected the company's sales. She was subsequently placed on one week's leave under the pretext of facilitating investigations. On 11th March 2017, she was summoned to clarify a report on the Respondent's products, only to be served with a Notice to Show Cause dated 13th March 2017, requiring her to provide recommendation letters and contracts from her previous employers.
3. On 17th March 2017, her doctor recommended a four-week sick leave due to pregnancy-related health concerns. After completing this leave, she became eligible for maternity leave, which she took with



the Respondent's knowledge. However, upon resumption on 17th July 2017, she was served with a second Notice to Show Cause, requiring her to provide documents she had previously submitted. She responded comprehensively to the allegations but was ultimately issued a termination letter on 21st August 2017. Her appeal against the termination, dated 29th August 2017, was dismissed on 21st September 2017.

4. The Claimant further asserts that throughout her employment, she faced unfair treatment. She alleges that she was not provided with proper lab equipment, was forced to work with substandard materials, and was subjected to undue scrutiny. She also claims that during her maternity leave, the Human Resource Manager and other employees visited her residence demanding company property, and that her salary was unlawfully withheld in May 2017.
5. Citing unfair labour practices and wrongful termination, the Claimant seeks terminal dues amounting to Kshs. 1,275,000, including her unpaid salary for July 2017, one month's salary in lieu of notice, compensation for unfair termination, and service pay for two years worked. She also claims general damages for distress, costs of the suit, and interest. The Claimant relies on the [Employment Act, 2007](#), which guarantees fair labour practices and prohibits unfair termination under Sections 41, 43, and 45. She argues that the Respondent failed to follow due process and disregarded her rights as an employee, making her termination unlawful. Accordingly, she prays for judgment in her favour, granting her the reliefs sought.
6. The Claimant, in her Witness Statement dated 28th July 2022, stated that she was interviewed on 21st October 2015 and subsequently employed by the Respondent on 22nd October 2015 as an Administration Manager under an oral contract. She was stationed at the Respondent's Shimanzi Factory and later signed a written contract on 1st April 2016. On 18th June 2016, she was transferred to the Ruiru factory, where her title changed to Quality Controller, and on 6th September 2016, she was promoted to include the role of Production Manager. Despite this, her salary and terms of employment remained unchanged. She diligently served the Respondent, but her troubles began in February 2017 when she raised concerns regarding a company vehicle sold by the fleet manager, Mr. Mayur Nakar, but still bearing the company's logo. This led to counter-accusations against her, and she was asked to submit a report on the incident, which she did.
7. On 13th March 2017, the Respondent accused her of negligence, alleging that substandard products had been manufactured under her watch. She was issued a Notice to Show Cause, requiring her to respond within 66 hours and furnish original employment documents from her previous employers. At the time, she was several months pregnant and experiencing declining energy levels. On 17th March 2017, her doctor recommended a four-week sick leave, which she communicated to the Respondent. At the end of her sick leave, she became eligible for maternity leave, which was within the Respondent's knowledge. She requested more time to respond to the Notice to Show Cause due to her condition, and this request was granted. However, while still on maternity leave, the Respondent withheld her salary from 2nd May 2017 without explanation, forcing her to make follow-ups regarding the same.
8. Upon resuming work on 17th July 2017, she was served with a second Notice to Show Cause, again requiring her to provide employment records she had previously submitted. She was placed on compulsory one-week leave to respond to the allegations. She submitted a comprehensive response and attended a disciplinary hearing on 15th August 2017, where she requested to have a fellow employee or an officer from the Office of Labour present, but this request was denied. On 21st August 2017, she was issued a termination letter citing arrogance, insubordination, and negligence. She appealed the decision on 29th August 2017, but the Respondent reaffirmed her termination in a letter dated 21st September 2017.



9. The Claimant asserts that she worked diligently and that the process leading to her termination was predetermined and unfair. She highlights that her salary had been stopped on 2nd May 2017, even before her disciplinary hearing, demonstrating that her fate had been sealed in advance. She further contends that her contract provided for two written warnings before dismissal, but she never received any warnings, making her termination unlawful and in breach of contract. The Claimant maintains that the cause of action arose within the jurisdiction of the court and urges the court to enter judgment in her favour and grant the reliefs sought in her claim.

Claimant's Written Submissions

10. The Claimant, in her written submission dated 27th November 2024, stated that she filed this suit through a Memorandum of Claim dated 26th September 2017, later amended on 27th September 2019, seeking terminal dues of Kshs. 1,275,000, general damages for distress, and costs of the suit with interest. She asserted that she was employed by the Respondent on 22nd October 2015 as an Administration Manager, earning a monthly salary of Kshs. 85,000. Initially stationed at the Shimanzi Factory in Mombasa, she worked for six months before being issued a formal contract on 1st April 2016. She was later transferred to the Respondent's Ruiru Factory on 18th June 2016, where her title changed to Quality Controller. On 6th September 2016, she was further assigned additional duties as a Production Manager, overseeing the factory's operations. Despite these increased responsibilities, her salary remained unchanged, and she was placed on a three-month probation period.
11. The Claimant argued that her troubles with the Respondent began in February 2017 when she reported irregularities concerning a company vehicle. Subsequently, on 13th March 2017, she was issued a Notice to Show Cause, accusing her of negligence and laxity, with vague allegations about the production of substandard products. She was required to respond within 66 hours and submit original documents from her previous employers, despite having already provided copies at the time of employment. She later applied for sick leave due to pregnancy, and on 17th March 2017, her doctor recommended a four-week leave. The Respondent was aware of this and granted her more time to respond to the allegations. However, while still on maternity leave, the Respondent unlawfully withheld her salary from 2nd May 2017.
12. Upon resuming work on 17th July 2017, she was issued a second Notice to Show Cause, again requiring her to furnish employment records already in the Respondent's possession. She responded comprehensively and attended a disciplinary hearing on 15th August 2017, where her request for legal representation was denied. On 21st August 2017, she was summarily dismissed for alleged arrogance, insubordination, and negligence. Her appeal against the termination was rejected by the Respondent in a letter dated 21st September 2017.
13. The Claimant submitted that her termination was unlawful, unfair, and contrary to Section 45 of the *Employment Act*, which mandates that termination must be based on valid and fair reasons and conducted in accordance with due process. She relied on *Jane Samba Mukala v Ol Tukai Lodge Limited* (2013) eKLR, where the court held that an employer must demonstrate that it has an objective system in place to assess employee performance before terminating for alleged poor performance. She contended that the Respondent had no such system in place. Further, in *Kenfreight (E.A.) Limited v Benson K. Nguti* [2016] eKLR, the Court of Appeal upheld a 12-month compensation award for unfair termination, emphasizing the difficulty the employee would face in securing alternative employment. The Claimant urged the court to adopt a similar approach in her case.
14. The Claimant sought the following amounts as compensation:



1. Unpaid salary for July 2017 – Kshs. 85,000
 2. 12 months' salary as compensation for wrongful termination – Kshs. 1,020,000
 3. One month's salary in lieu of notice – Kshs. 85,000
 4. Service pay for two years – Kshs. 85,000
- Total amount claimed – Kshs. 1,275,000
15. She also relied on *Mrao Ltd v First American Bank of Kenya Ltd & 2 Others* [2003] eKLR, where the Court of Appeal held that for a party to succeed in a claim, they must establish a prima facie case with a probability of success. The Claimant argued that she had provided sufficient evidence demonstrating that the termination of her employment was not only unfair but also malicious and unjustified. She contended that the Respondent had failed to justify the reasons for her dismissal, making her case a clear instance of wrongful termination.
 16. Additionally, the Claimant submitted that the Respondent had not shown whether it had any mechanisms in place to assess her performance and subsequently terminate her employment for poor performance. She argued that her performance was exemplary, as evidenced by her promotions and increased responsibilities.
 17. From the foregoing, the Claimant urged the court to find that her termination was both substantively and procedurally unfair. She prayed for an award of Kshs. 1,275,000 as terminal dues, general damages for distress, and costs of the suit plus interest, stating that the Respondent's actions had subjected her to significant hardship and financial loss. She implored the court to allow all the prayers sought in her Memorandum of Claim.

Respondent's Case

18. The Respondent filed a Memorandum of Defence dated 10th January 2018, opposing the Claimant's suit and seeking its dismissal with costs. The Respondent, Henkel Chemicals (EA) Limited, a limited liability company incorporated in Kenya, contends that the Claimant was employed as an Administration Manager on 1st April 2016 and later transferred to the Ruiru Factory as a Quality Controller on 25th June 2016, a role aligned with her claimed experience. At the time of separation, the Claimant earned a consolidated salary of Kshs. 85,000, a transport allowance of Kshs. 3,000, and a 5% employer pension contribution.
19. The Respondent denies the Claimant's allegations and asserts that starting 6th September 2016, the Claimant was assigned additional responsibilities at the Ruiru Factory on a three-month probationary basis. However, by early 2017, the Respondent began receiving multiple customer complaints about product quality from the Ruiru Factory, which led to an internal investigation. The investigation report dated 3rd March 2017 implicated the Claimant, revealing that she had misrepresented her experience and references from previous employers, namely Ideal Manufacturing Co. Ltd and Mamba Hotel. The Respondent verified this information and discovered discrepancies, prompting the issuance of a Show Cause letter on 13th May 2017, requiring the Claimant to explain herself and submit original employment documents. The Claimant responded on 16th March 2017, but her response was deemed unsatisfactory as it failed to address the key concerns raised.
20. The disciplinary process was delayed when the Claimant proceeded on maternity leave but resumed work on 17th July 2017, upon which the Respondent granted her one week to respond to the Show



- Cause letter. On 24th July 2017, the Respondent extended the period by an additional two weeks, setting a meeting for 7th August 2017. The Claimant responded via email on 2nd August 2017, but failed to address the allegations and instead accused a colleague, Mayur, of victimizing her. She was invited to a disciplinary hearing on 15th August 2017, where she allegedly refused to cooperate, was unremorseful, and demanded a dismissal letter. The disciplinary committee found her conduct insubordinate and, after reviewing all evidence, terminated her employment on 21st August 2017, informing her of her right to appeal.
21. On 24th August 2017, the Claimant collected her terminal benefits, including salary in lieu of notice and a Certificate of Service, in accordance with Section 50 of the Employment Act, 2007. She later appealed the termination on 29th August 2017, but her appeal was denied on 21st September 2017, with the management upholding the decision to terminate her employment. The Respondent further asserts that the Claimant's claims for reinstatement, salary for July 2017, compensation for wrongful termination, and damages are unfounded since all terminal dues were duly paid.
 22. The Respondent submits that the termination was lawful, citing Section 44(3), 44(4)(c) & (e), and Section 45(2)(b)(ii) of the Employment Act, 2007, which justify dismissal for gross misconduct, negligence, and disobedience of lawful orders. The Respondent also relies on Section 49(4) of the Employment Act, arguing that reinstatement is impracticable due to the Claimant's conduct, the circumstances of her termination, and the lack of exceptional grounds for specific performance in employment contracts. Additionally, the Respondent contends that the Claimant was afforded a fair hearing per Section 41 of the Employment Act, which requires employers to provide employees with an opportunity to respond to allegations before termination. The Claimant allegedly squandered multiple opportunities to defend herself and failed to mitigate her losses.
 23. The Respondent maintains that it had a valid reason to terminate the Claimant's employment, as she had fundamentally breached her contract of service under Section 44(3) of the Employment Act. The Claimant's negligence and failure to obey lawful orders also constituted grounds for summary dismissal under Section 44(4)(c) & (e). Further, the Respondent argues that the Claimant's claims for general damages and costs are without merit, as she was taken through a lawful disciplinary process and paid all her dues. Consequently, the Respondent prays that the Honourable Court dismisses the Claimant's suit with costs.
 24. The Respondent filed a Witness Statement dated 28th July 2022, sworn by Arti Issar, the Personnel Manager of Henkel Chemicals (EA) Limited. She confirmed the correctness of the averments in the Memorandum of Defence, reiterating that the Claimant was employed as an Administration Manager on 1st April 2016 and transferred to the Ruiru Factory on 25th June 2016 as a Quality Controller, a role aligned with her claimed experience. By the time of her separation, the Claimant was earning a consolidated salary of Kshs. 85,000, a transport allowance of Kshs. 3,000, and a 10% employer pension contribution.
 25. The Respondent began receiving customer complaints about product quality from the Ruiru Factory and initiated an internal investigation, appointing Alphonse to lead the inquiry. The investigation report dated 3rd March 2017 implicated the Claimant, prompting further verification of her credentials with previous employers, Ideal Manufacturing Co. Ltd and Mamba Hotel. The Respondent discovered that the Claimant had misrepresented her experience and references, leading to the issuance of a Show Cause letter on 13th May 2017, requesting explanations and original employment documents. The Claimant's response dated 16th March 2017 failed to satisfactorily address these concerns.



26. The disciplinary process was delayed when the Claimant proceeded on maternity leave but resumed work on 17th July 2017, upon which she was given one week to respond to the Show Cause letter. On 24th July 2017, she was granted an additional two weeks, with a meeting set for 7th August 2017. However, her email response on 2nd August 2017 failed to address the allegations, instead accusing a colleague, Mayur, of victimizing her. A disciplinary hearing was scheduled for 15th August 2017, where the Claimant allegedly refused to cooperate, was arrogant, and demanded a dismissal letter. The disciplinary committee, after assessing all the facts, terminated her employment on 21st August 2017, informing her of her right to appeal.
27. On 24th August 2017, the Claimant collected her terminal benefits, including salary in lieu of notice, in accordance with Section 50 of the *Employment Act*, 2007. She appealed on 29th August 2017, but her appeal was declined on 21st September 2017, with the management upholding the termination. The Respondent denies the allegations of unfair termination and maintains that the Claimant was dismissed on valid grounds, as provided under Section 44(3), 44(4)(c) & (e), and Section 45(2)(b)(ii) of the *Employment Act*, 2007, which justify dismissal for gross misconduct, negligence, and disobedience of lawful orders.
28. The Respondent also relies on Section 49(4) of the *Employment Act*, arguing that reinstatement is impracticable due to the Claimant's conduct, the circumstances of her termination, and the lack of exceptional grounds for specific performance in employment contracts. Additionally, the Respondent asserts that fair procedure was followed, citing Section 41 of the *Employment Act*, which requires that an employee be given a chance to respond to allegations before termination. The Claimant allegedly failed to mitigate her losses, exhibited insubordination, and did not remorsefully address the disciplinary charges.
29. The Respondent maintains that all terminal dues were paid, including salary for July 2017, and that the Claimant's claims for general damages, wrongful termination, and costs should be dismissed as untenable. The termination was lawful, and the Respondent was lenient by terminating her employment instead of summarily dismissing her under Section 44(3) of the *Employment Act*. The Respondent prays that the Claimant's suit be dismissed with costs.

Respondent's Written Submissions

30. The Respondent, in their written submissions dated 10th December 2024, relies on their Memorandum of Defence dated 10th January 2018, their bundle of documents, and the viva voce evidence of Arti Issar, as contained in her Witness Statement executed on 28th July 2022. The Respondent asserts that the Claimant was employed on 1st April 2016 as an Administration Manager and later redesignated as Quality Controller on 25th June 2016, based on her claimed expertise in quality control. However, following multiple customer complaints, an internal investigation conducted on 3rd March 2017 implicated the Claimant. Further inquiries into her employment history revealed that she had misrepresented her qualifications and work experience, leading the Respondent to issue a Show Cause Letter on 13th May 2017, requesting an explanation and original employment documents. The Claimant's response dated 16th March 2017 was deemed unsatisfactory, and despite being given multiple opportunities, including after returning from maternity leave on 17th July 2017, she failed to adequately respond. On 2nd August 2017, she replied via email but did not provide the required documents, instead alleging victimization by a colleague, Mayur. A disciplinary hearing was held on 15th August 2017, where the Claimant allegedly refused to cooperate, displayed arrogance, and demanded a dismissal letter. Consequently, her employment was terminated on 21st August 2017, and



she was informed of her right to appeal, which she exercised on 29th August 2017, but the appeal was declined on 21st September 2017.

31. The Respondent submits that the termination was lawful and justified under Section 43 of the [Employment Act](#), 2007, which requires an employer to provide valid reasons for termination and demonstrate that they genuinely believed those reasons to exist. The Respondent argues that the Claimant's negligence and dishonesty regarding her qualifications justified disciplinary action, as the quality complaints had the potential to damage the company's reputation and financial stability. The Respondent further contends that procedural fairness was observed in accordance with Section 41 of the [Employment Act](#), 2007, as the Claimant was given multiple opportunities to explain herself and present documents verifying her credentials. However, she failed to do so, thereby breaching fundamental employment obligations. The Claimant's refusal to provide the requested documents and her uncooperative attitude at the disciplinary hearing further justified the Respondent's decision to terminate her employment under Section 44(3) and 44(4)(c) & (e) of the [Employment Act](#), 2007, which permit summary dismissal for gross misconduct, neglect of duty, and insubordination.
32. The Respondent also invokes the doctrine of equitable estoppel, citing *Serah Njeri Mwobi v John Kimani Njoroge* (2013) eKLR, where the court held that a person is precluded from contradicting prior statements or actions. The Respondent further relies on *Coastal Bottlers Limited v Kimathi Mithika* [2018] eKLR, where the Court of Appeal ruled that a settlement agreement or discharge voucher signed by an employee bars further claims unless misrepresentation or coercion is proven. The Respondent submits that the Claimant collected her terminal benefits on 24th August 2017 and executed a Discharge Voucher without reservation, thereby waiving any further claims. The Claimant's subsequent demands for reinstatement and compensation are, therefore, legally untenable. Additionally, the Respondent argues that reinstatement is not viable under Section 12 of the [Employment and Labour Relations Court Act](#), 2011, read together with Section 49(4) of the [Employment Act](#), 2007, which sets out factors to consider before ordering reinstatement. The Respondent emphasizes that the Claimant was terminated on valid grounds, refused to respond to Show Cause Letters, and exhibited insubordination, making her reinstatement impracticable.
33. The Respondent asserts that all salary and benefits, including salary for July 2017, were duly paid, as evidenced by Appendix 17. Claims for salary in lieu of notice and compensation for wrongful termination should be dismissed, as the Claimant was taken through a fair disciplinary process and paid all her terminal dues, per Appendix 13(c). The claim for general damages amounting to Kshs. 2,201,500 lacks justification and should also be dismissed. The Respondent relies on *Langat v Unilever Tea Kenya Limited* (Cause E004 of 2021) (2022) KEELRC 1238 (KLR), where the court upheld procedural fairness in termination, and *Anthony Mkala Chitavi v Malindi Water and Sewerage Co. Ltd* (2013) eKLR, which reiterated that an employer must inform an employee of charges, provide an opportunity to respond, and consider the response before making a termination decision. The Respondent submits that it adhered to these procedural requirements.
34. The Respondent further argues that the Claimant's termination was lawful under Section 45(2) of the [Employment Act](#), 2007, which provides that a termination is unfair if the employer fails to prove a fair reason related to the employee's conduct or capacity and fails to follow fair procedure. The Respondent maintains that the Claimant was given ample opportunity to respond to allegations, was afforded a fair hearing, and failed to challenge the reasons for disciplinary action. The settlement of her terminal benefits, along with her executed Discharge Voucher, precludes any further claims. Consequently, the Respondent prays that the Claimant's suit be dismissed with costs.



35. I have examined all evidence and submissions of the parties herein. The claimant contends that she was unfairly terminated because she was subjected to a flawed disciplinary process and that her termination was premeditated.
36. From the evidence on record, the claimant was initially served with a show cause letter on the 13/3/2017 following complaints of poor products from respondent's customers. From the tone of the letter, the claimant being the quality control manager it was felt that she had failed in her duties and hence was required to provide to management evidence that she had performed same duties with her previous employers.
37. The claimant responded to this show cause letter vide hers dated 16/3/2017 indicating that her contract from a previous employer was given to her in May 2016 whereas she joined the said company on 22/10/2015. She also responded that she was pregnant and her pregnancy was delicate and needed rest.
38. The claimant indicated that she proceeded for her maternity leave thereafter and upon resuming from the said leave she was issued with another letter dated 17/7/2017 requesting for copies of the documents she had been asked to provide previously. She was even asked to take one week paid leave in order to respond to the said show cause letter.
- On 24/7/2017 the claimant was served with yet another show cause letter and a request for her to produce the required documents once more. She was given two weeks to respond.
39. It appears that the claimant did not submit the requested documents. Her email of 2/8/2017 related to issues of discrimination and double standards only alleging that the case against her was a fabrication. She was then invited for a disciplinary hearing vide a letter dated 7/8/2017 and was expected for the hearing on 15/8/2017. She was asked to be accompanied by an employee of her choice.
40. The claimant admitted that she attended a disciplinary hearing on the 15/8/2017. She avers that she requested to have an employee of her choice and a trade union official but the request was denied. Minutes of the disciplinary hearing were never submitted in Court and therefore this Court is unable to discern comprehensively what transpired during the said hearing. Indeed with the claimant having averred double standards and denial of her witness during the hearing, the respondents were duty bound to produce the minutes of the disciplinary hearing in order to prove what happened. In the absence of the minutes being produced, it cannot be ascertained as to whether or not the case against the claimant was addressed or not.
41. It is not clear what the charges against the claimant were. Whether it was failure to produce documents or negligence of duty or insubordination. The respondents were also obligated to frame charges against the claimant and ask her to answer to them. This was never done.
42. The claimant was thereafter terminated on 21/8/2017 and from the termination letter, reasons for termination were due to arrogance, insubordination, negligence of duties e.t.c of which the claimant was never subjected to a disciplinary process.
43. Under section 41 of the *Employment Act*, the disciplinary process envisaged against an employee is explicit and should be as follows:
- (1) Subject to section 42 (1), an employer shall, before terminating the employment of an employee, on the grounds of misconduct, poor performance or physical incapacity explain to the employee, in a language the employee understands, the reason for which the employer is considering termination and the employee shall be entitled to have another employee or a shop floor union representative of his choice present during this explanation.



44. Section 45(2) of the *Employment Act* 2007 on the other hand states as follows:

“A termination of employment by an employer is unfair if the employer fails to prove——

- a. that the reason for the termination is valid;
- b. that the reason for the termination is a fair reason——
 - i. related to the employees conduct, capacity or compatibility; or
 - ii. based on the operational requirements of the employer; and
- (c) that the employment was terminated in accordance with fair procedure.”

45. There is no indication that the process set above was followed and without any minutes of what transpired and with claimant expressing reservation of the entire process, I find the respondent did not establish the existence of valid reason for claimant’s dismissal nor is there evidence that the claimant was subjected to a fair disciplinary process.

46. I therefore find for the claimant and I award her as follows:

1. Compensation for unfair termination equivalent to 6 months’ salary = $6 \times 85,000 =$ Kshs 510,000/-
2. Salary for July 2017 Kshs 85,000/-
3. Pay in lieu of notice Kshs 85,000/-
Total= Kshs 680,000/-
Less statutory deductions
4. The respondents will pay costs of this suit plus interest at court rates w.e.f the date of this judgment.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 3RD DAY FEBRUARY, 2025.

**HELLEN WASILWA
JUDGE**

