



**Apex Steel Limited v Mulinge (Employment and Labour Relations Appeal
E063 of 2021) [2025] KEELRC 736 (KLR) (6 March 2025) (Judgment)**

Neutral citation: [2025] KEELRC 736 (KLR)

REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
EMPLOYMENT AND LABOUR RELATIONS APPEAL E063 OF 2021
MA ONYANGO, J
MARCH 6, 2025

BETWEEN

APEX STEEL LIMITED APPELLANT

AND

JAMES MULINGE RESPONDENT

*(Being an appeal from the Judgment and Decree of the Principal
Magistrate at Milimani Commercial Courts Nairobi (Hon E.M
Kagoni) delivered on 20th May 2021 in CMEL No. 1065 of 2019)*

JUDGMENT

1. The Appellant herein was the Respondent, while the Respondent was the Claimant in Nairobi CMEL No. 1065 of 2019 wherein the Respondent sued the Appellant vide a Memorandum of Claim dated 19th June 2019 seeking compensation and terminal dues for the alleged unfair termination of his employment.
2. After hearing the parties, the trial court delivered its judgment on 20th May 2021 and held that the Appellant did not prove that it had a valid reason to terminate the Respondent's employment and that due process was not followed in the termination of the Respondent's employment. Judgment was entered in favour of the Respondent and he was awarded reliefs as set out in the judgment which reliefs will be addressed later in this judgment.
3. The Appellant being dissatisfied with the said Judgement instituted the instant appeal vide the Memorandum of Appeal dated 15th June 2021 on the following grounds of appeal:
 - i. The learned magistrate erred in holding that the respondent was unfairly terminated as the appellant had proven there were valid reasons for termination.



- ii. The learned magistrate erred in disregarding evidence of the respondent's letter of 4th August 2018 in which he admitted he was complicit in the theft of company goods and expressed remorse.
 - iii. The learned magistrate erred in law and in fact by holding that the respondent was not notified of the disciplinary hearing against him.
 - iv. The learned magistrate erred in failing to hold that the respondent was subjected to the appellant's internal disciplinary process.
 - v. The learned magistrate erred in awarding the respondent salary for the remainder of the contract period without a basis in law.
 - vi. The learned magistrate erred in awarding the respondent 6 months' salary as compensation for unfair termination.
4. Consequently, the Appellant prayed for the following orders:
- a. That the appeal be allowed
 - b. That the judgment of 20th May 2021 be set aside and be substituted thereof with an order dismissing the suit against the Appellant
 - c. That the costs of this appeal and the trial court case be allowed to the Appellant
 - d. Any other alternative relief this court may deem fit to grant
5. The appeal was disposed of by way of written submissions. The Appellant filed its written submissions on 17th November 2022 while the Respondent filed his submissions on 24th November 2022.

Analysis

6. This being a first appeal, this court is guided by the principles espoused in several decisions among them, *Selle & Another Vs Associated Motor Boat Co. Ltd & Another* (1968) EA 123, to re-evaluate and re-examine the evidence adduced in the trial court in order to reach its own finding, taking into account the fact that this court had no opportunity of hearing or seeing the parties as they testified.
7. Vide his Memorandum of Claim dated 19th June 2019, the Claimant (now the Respondent) averred that he was employed by the Appellant as driver in the Transport Section from 14th July 2016 for 6 months. He stated that he was subsequently engaged on fixed term contracts of employment for fixed periods from 4th January 2017 to 31st December 2017 and from 2nd January 2018 to 31st December 2018.
8. The Respondent averred that on 23rd July 2018, he was accused of gross misconduct on allegations that the General Manager Mr. Thomas, a director of the Appellant, while driving behind the Respondent's truck, saw the turn boys alight from behind the truck with scrap binding and reported the matter to the HR department.
9. The Respondent contended that based on the said allegations, he was issued with a show cause letter, which he responded to elaborately. He averred that he was invited to a meeting on 4th August 2018 and on reporting to work on 6th August 2018 as instructed by the transport manager, the Respondent could not access the company premises as his clocking system number 5808 had already been deactivated and removed from the Appellant's system.



10. It was the Respondent's case that he was later served with a summary dismissal letter at the gate as he was leaving the Appellant's premises.
11. The Respondent therefore contended that owing to the alleged unfair summary dismissal, he was entitled to terminal benefits which he itemized as follows:
 - i. Benefits in respect of loss of income owing to unlawful, wrongful and premature summary dismissal from employment totaling to Kshs. 5,040,000
 - ii. Compensation for unlawful, unfair and wrongful dismissal Kshs 336,000
 - iii. Overtime consolidated in 2 years Kshs. 356,125
 - iv. Remaining months of contract Kshs. 140,000
 - v. Notice Kshs. 28,000
 - Total Kshs. 5,900,125
12. The Respondent prayed for the following reliefs:
 - i. General damages on discrimination and damages generally
 - ii. Exemplary and punitive damages
 - iii. Costs of the suit
 - iv. Interest at court rates on the above amounts till payment in full; and
 - v. Any further orders that the court deems fit
13. The Appellant on its part filed a Statement of Response on 17th July 2019 and maintained that the Respondent was dismissed for his gross misconduct. According to the Appellant, on 23rd July 2018, the Respondent was assigned duties to make a delivery to Kabete Road site with two employees of Jokali Limited, a labour contract supplier to the Appellant. While returning from the site, he slowed down at Pepe area in Athi River and allowed the two employees of Jokali Limited to steal and sell binding wires belonging to the Respondent.
14. The Appellant averred that the Respondent was issued with a notice to show cause letter dated 23rd July 2018 informing him that he was required to appear before the disciplinary committee on 4th August 2018 and was thereafter issued with a notice to appear before the disciplinary committee as indicated in the notice to show cause letter.
15. It was the Appellant's assertion that on 4th August 2018, a disciplinary hearing was held and the Respondent was given an opportunity to make representations in his defence in the presence of his witness, Elijah Gichia.
16. It was further contended that after the disciplinary hearing, the Respondent wrote an apology letter admitting the occurrence of the theft that took place on 23rd July 2018. That after deliberations, the disciplinary committee was satisfied that the Respondent had misconducted himself and recommended to the management that the Respondent be summarily dismissed for gross misconduct.
17. The Appellant maintained that the summary dismissal was justified as the Respondent had committed a serious breach that amounted to gross misconduct.



18. The Appellant therefore averred that the Respondent is not entitled to any of the reliefs he sought in his Memorandum of claim and urged the court to dismiss the Respondent's suit with costs

The Evidence adduced

19. At trial the Respondent testified as CW1 and adopted his witness statements recorded on 19th June 2019 and 28th August 2019 as his evidence in chief. He also relied on the documents he filed in support of his case as his evidence.
20. On cross examination, while denying his involvement in the alleged theft incident, the Respondent contended that it was practically impossible for him to see what the turn boys were doing at the back of the lorry while driving. He also stated that he attended the meeting on 4th August 2018 which meeting was a routine meeting and not a disciplinary hearing as alleged by the Appellant. Further, that the meeting did not discuss the alleged theft of wires by turn boys.
21. The Respondent contended that he was forced to write a letter of apology for an offence he did not commit and was given a summary dismissal letter immediately after the meeting.
22. The Appellant called Abraham Ombogo Ondona, its Human Resource Manager who testified as RW1. He adopted his witness statement recorded on 16th July 2019 as his evidence in chief. It was RW1's evidence that the Respondent was paid all his terminal dues.
23. After hearing the parties, the trial court delivered its judgment on 20th May 2021 in favour of the Respondent in the following terms:
- i. A declaration be and is hereby issued that the Claimant was unfairly terminated
 - ii. The Claimant is awarded Kshs. 28,000 in lieu of notice
 - iii. The Claimant is awarded Kshs. 140,000 for the remaining part of the contract
 - iv. The Claimant is awarded Kshs. 168,000 as compensation for unfair termination
 - v. Costs and interests awarded to the Claimant from the date of judgment
24. It is the said judgment that is now the subject of this appeal.

Appellant's submissions

25. The Appellant crystallized the grounds of appeal into the following two issues:
- i. Whether the Respondent was fairly terminated employment by the Appellant
 - ii. Whether the Respondent is entitled to the reliefs awarded
26. On the first issue, the Appellant submitted on two limbs, that is whether the reason for the Respondent's termination was valid, fair, and related to his conduct and whether the Appellant followed due process in the dismissal of the Respondent from employment
27. On whether the reason for the Respondent's termination was valid and fair, the Appellant submitted that on 23rd July 2018, the Respondent in the company of two turn boys from Jokali Limited who had been sub-contracted to supply casual labour for loading and unloading of materials, stole binding wires belonging to the Respondent. The Appellant averred that on the material day, at Pepe area in Athi River, the Respondent while driving the Appellant's lorry, slowed down the vehicle and allowed one of the turn boys to alight from the vehicle and remove binding wires from the lorry. That further,



- the said turn boy proceeded to sell the binding wires to scrap metal dealers nearby as the Respondent and the other turn boy proceeded to the Appellant's garage. It was the Appellant's submission that the Respondent was observed engaging in the theft by its General Manager who reported the incident to the Appellant's Human Resources Manager.
28. The Appellant submitted that the two turn boys who were with the Respondent on that date, Martin Wabwile Juma and Olang Odhiambo Kennedy were interviewed and admitted to stealing the binding wires and wrote statements admitting to the incident stating that they had done this with the knowledge of the Respondent.
 29. According to the Appellant, this incident led it to genuinely believe that the Respondent deliberately allowed the theft of the binding wires from the vehicle he was operating as he did not report the incident to the management.
 30. The Appellant submitted that after institution of the disciplinary proceedings, the Respondent wrote a letter dated 4th August 2018 admitting that he ought to have reported the theft and expressed remorse for the incident.
 31. The Appellant submitted that the reasons for the termination of the Respondent's employment were fair, valid, and related to his misconduct of allowing the theft of the binding wires from the vehicle he was operating and failing to report the incident to the management.
 32. Regarding the issue whether due process was followed by the Appellant in the termination of the Respondent's employment, it was the Appellant's submission that the Respondent was issued with a notice to show cause letter on 23rd July 2018 which letter informed him of the charge against him. That in the show cause letter, the Respondent was asked to make written representations on the accusations against him and vide a notice dated 24th July 2018, he was invited to appear before the disciplinary committee on 4th August 2018 with a representative of his choice.
 33. The Appellant submitted that the Respondent attended the disciplinary hearing on 4th August 2018 accompanied by his representative, Mr. Elijah Gichia. It was contended that after the disciplinary hearing, the Respondent wrote an apology letter to the Appellant admitting to having failed to report the theft incident when it happened. That the disciplinary committee considered the representations made by the Respondent and found that his explanations regarding the incident were not satisfactory and resolved to summarily dismiss him.
 34. On this basis, the Appellant maintained that the termination of the Respondent's employment was in accordance with the due procedure stipulated in section 41 of the *Employment Act*. The court was urged to set aside the trial court's finding that the Respondent's termination from employment did not follow due process.
 35. On the second ground on whether the Respondent is entitled to the reliefs awarded, the Appellant submitted that the Respondent having been dismissed from employment fairly and lawfully is not entitled to the reliefs awarded by the trial court.
 36. With regard to the award of Kshs 140,000 for the remaining part of the contract, the Appellant submitted that the award has no basis in law and amounts to unjust enrichment of the Respondent. According to the Appellant, the Respondent was employed on one-year fixed-term contracts and there was no guarantee of employment until the expiry of the contract or retirement.
 37. On the award of 6 months' salary as compensation for unfair termination, the Appellant submitted that as demonstrated in its submissions, it had valid reasons and terminated the Respondent's employment in accordance with the internal disciplinary process. It is the Appellant's contention that



there was no basis for this award by the trial court. Further, while placing reliance on the case of *Benson Muraguri Maina v Kassam & Bros Co. Ltd* [2016] eKLR, the Appellant submitted that the trial court failed to take into consideration the Claimant's conduct that resulted in his dismissal and length of service with the Appellant. According to the Appellant, the Respondent had only worked for the Appellant for just under 2 years and at the time of termination he was serving a one-year contract terminable with one month's notice. The Appellant therefore urged the court to award the Respondent one month's salary should it find that the Respondent was unfairly terminated from employment.

38. In sum, the Appellant submitted it had demonstrated that the appeal has merit and prayed that the appeal be allowed with costs. The Appellant therefore prayed for the setting aside of the trial court's judgment in its entirety.

The Respondent's submissions

39. On his part, the Respondent framed the issues in his submissions to be:
- i. Whether the Respondent was unfairly dismissed
 - ii. Whether the Respondent was entitled to reliefs awarded by the trial court
40. On the first issue, it was the Respondent's submission that the Appellant did not discharge its burden of justifying the grounds for the termination of his employment as provided under section 47(5) of the *Employment Act* 2007. According to the Respondent, the Appellant failed to provide authentic evidence or sworn statements from the witnesses and co-conspirators who allegedly participated and witnessed the theft of the steel bindings which was the sole reason for the termination of the Respondent's employment.
41. The Respondent submitted that the trial court was correct in determining that the Appellant had failed to provide any credible evidence to describe the circumstances surrounding the alleged theft as the trial court could not properly ascertain the credibility of the alleged confessions.
42. It was the Respondent's submission that the trial Court was correct in determining that the Appellant did not have any justification for terminating the Respondent's contract.
43. On the issue whether the proper legal procedure was followed while terminating the Respondent, the Respondent submitted that the Appellant did not provide credible evidence to prove this ground. According to the Respondent, he was not given any notice and was not heard over his alleged misconduct. The Respondent contended that the Appellant's notice to show cause and notice to appear are not genuine as he never received them. In addition, the Respondent submitted that the Appellant provided no evidence to show that he received the notices.
44. It is therefore the Respondent's submission that the Trial Court was correct in concluding that the Appellant completely disregarded the procedural fairness provided under section 41 of the *Employment Act* 2007.
45. With regard to the second issue whether the Respondent was entitled to the remedies awarded by the trial court, the Respondent submitted that the court made a correct finding in awarding him salary for the remainder of the contract period and 6 months' salary as compensation for unfair termination as provided under sections 50 and 49(1) of the *Employment Act*.
46. In the end, the Respondent submitted that the grounds in the Memorandum of Appeal have no legal or factual basis and urged the Court to dismiss the appeal with costs to the Respondent on a higher scale with interest.



Analysis and determination

47. I have considered the Appellant's Record of Appeal and the submissions by both parties. The many grounds of appeal may be summarized as follows:
- i. Whether the Learned Magistrate erred in failing to hold that the summary dismissal of the Respondent was procedurally unfair
 - ii. Whether the Learned Magistrate erred in failing to hold that the summary dismissal was substantively unfair.
 - iii. Whether the compensatory damages awarded to the Respondent by the trial court should be set aside.

Whether the learned Magistrate erred in failing to hold that the summary dismissal of the Respondent was procedurally unfair

48. The burden of proof in termination of employment is on the employer who is required to prove that the reasons for the termination are valid and the procedure is fair.

49. Section 41 of the *Employment Act* supplies the structure for procedural fairness, it provides:

- “(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 the explanation.
- (2) Notwithstanding any other provision of this Part, an employer shall, before terminating the employment of an employee or summarily dismissing an employee under section 44 (3) or (4) hear and consider any representations which the employee may on the grounds of misconduct or poor performance, and the person, if any, chosen by the employee within subsection (1), make.”

50. In summary, under section 41 of the *Employment Act*, the mandatory procedure requires notification, a hearing and consideration of the employee's representations and his co-worker's before termination.

51. The termination of the Respondent's employment was initiated by the show cause letter issued by the Appellant. It reads:

Section : RMD Driver-KBJ443R.

From : Human Resources Department

Date : 23rd July 2018.

Re : To Show Cause-theft of Company Goods

On the above named date (while returning from delivery Kabete Road site with two contractor employees of Jokali (turn boys), on reaching Pepe area In Athi-River you allowed the employees to steal binding wires and sold them to nearby scrap dealer.



Secondly, you gave them time after the employees asked you to reduce the speed of the vehicle so that they can off load the binding wires from your vehicle you were driving knowingly that it is an offence.

Finally, you failed to report the above theft to management so that action is taken to contractor employees

Therefore, you are required to submit your written statement by 28 /7/2018 before end of the day. Your statement should include a show cause why management should not proceed take stern disciplinary action against including even summary dismissal for theft of company goods which was under your custody on 23/07/2018.

Any evidence you might have that will assist you in this matter should be submitted with your defense statement. Where you fail to submit your written statement as required or you fail to appear before the disciplinary committee on 04/08/2018 without any lawful cause known by the management, take note that the company shall proceed and will take lawful action against you.

You may contact the undersigned if you need any further assistance while preparing for your defense.

Yours sincerely

For:Apex Stell Limited,

Signed

Abraham Ondara

Human resource manager.

52. From the record, the Respondent was invited to a disciplinary hearing scheduled for 4th August 2018 vide the notice dated 24th July 2018. On the date for disciplinary hearing as can be deduced from the standard disciplinary hearing form at page 67 of the Record of Appeal, the Respondent indeed appeared before the committee. I have considered the contents of the disciplinary hearing form and noted that the form is not filled as expected. In fact, the only filled items are the names of the committee members appearing and the particulars of misconduct. The form does not indicate what the Respondent's response to the charge was. Particularly, clause (e) of that form on employee confirmation of the hearing and allegations was not signed by the Respondent and neither was the resolution of the committee at clause (g) indicated thereon.
53. In my view, the disciplinary hearing form does not show that the Respondent was heard, given an opportunity to defend himself against the allegations and his representation on the charges considered before he was summarily dismissed.
54. In the upshot, I find and hold that the summary dismissal of the Respondent from employment was procedurally unfair.
55. The trial's court finding on this limb is therefore upheld.

Whether the Learned Magistrate erred in failing to hold that the summary dismissal was substantively fair.

56. Section 43 of [Employment Act](#) 2007 provides inter alia:

43. Proof of reason for termination



- (1) In any claim arising out of termination of a contract, the employer shall be required to prove the reason or reasons for the termination, and where the employer fails to do so, the termination shall be deemed to have been unfair within the meaning of section 45.
- (2) The reason or reasons for termination of a contract are the matters that the employer at the time of termination of the contract genuinely believed to exist, and which caused the employer to terminate the services of the employee.

57. Section 45(1) of the *Employment Act* provides that:

“No employer shall terminate the employment of the employee unfairly. A termination of employment by an employer is unfair if the employer fails to prove: -

- a) That the reason or reasons for the termination is valid.
- b) That the reason for the termination is a fair reason.
 - (i) Related to the employee’s conduct, capacity or compatibility or
 - (ii) Based on the operational requirements of the employer was that the Employment was terminated in accordance with fair procedure”.

58. In the case of *Pius Machafu Isindu v Lavington Security Guards Limited* [2017] eKLR this Court had the following to say on the burden of proof: -

“There can be no doubt that the Act, which was enacted in 2007, places heavy legal obligations on employers in matters of summary dismissal for breach of employment contract and unfair termination involving breach of statutory law. The employer must prove the reasons for termination/dismissal (section 43); prove the reasons are valid and fair (section 45); prove that the grounds are justified (section 47 (5), amongst other provisions. A mandatory and elaborate process is then set up under section 41 requiring notification and hearing before termination. The Act also provides for most of the procedures to be followed thus obviating reliance on the *Evidence Act* and the *Civil Procedure Act*/Rules. Finally the remedies for breach set out under section 49 are also fairly onerous to the employer and generous to the employee. But all that accords with the main object of the Act as appears in the preamble:

“...to declare and define the fundamental rights of employees, to provide basic conditions of employment of employees...”

Those provisions are a mirror image of their constitutional underpinning in Article 41 which governs rights and fairness in labour relations.”

59. From the show cause letter reproduced above, the Respondent was summarily dismissed on the grounds that he allowed the turn boys to steal binding wires which they sold to a nearby scrap metal dealer and that he failed to report the theft incident to the management. The Respondent in his testimony denied his involvement in the incident and stated that he was not able to see what was happening at the back of the lorry. He further testified that he was forced by the Respondent to write an apology letter on which the Appellant based the summary dismissal. The Appellant on its part maintained that the turn boys involved in the theft of the binding wires recorded statements and wrote statements admitting to stealing the wires with the knowledge of the Respondent.



60. In the case of *Evans Kamadi Misango v- Barclays Bank of Kenya Ltd* [2015] eKLR, the Court observed as follows:

“To my mind, the burden placed on the employer by section 43 is to demonstrate that there was a valid reason which would cause a reasonable employer to determine the employment of an employer. The Halsbury’s Law of England [4th Edition Volume 16], at page 482 expands this principle as follows:

“In adjudication on the reasonableness of the employer’s conduct, an employment tribunal must not simply substitute its own views with those of the employer and decide whether it would have dismissed on those facts. It must make a wide inquiry to determine whether a reasonable employer could have decided to dismiss on the same facts. The basis of this approach [the range of reasonable test] is that in many cases there is a band of reasonable responses to the employee’s conduct within which one employer might reasonably take another; the function of a tribunal whether in the particular circumstance of each case the decision to dismiss the employee fell within the bond of reasonable responses which a reasonable employer might have adopted. If the dismissal falls within the band the dismissal is fair but if it falls outside the band, it is unfair.”

61. I have considered the evidence tendered by the parties with regard to the reason advanced for the summarily dismissal of the Respondent. The Appellant in its pleadings, testimony of RW1 and submissions contended that its general manager witnessed the incident that led to the Respondent’s summary dismissal. It was alleged that the said general manager was trailing the Respondent from behind and he saw the Respondent slowing down and one of the turn boys alighted and removed the binding wires. He further stated that the said wires were sold to nearby scrap metal dealers. The Respondent in his Defence denied any involvement in the theft of the wires and contended that it would not have been possible for him to see what was happening behind the lorry as he was driving.
62. From the explanation given as to the occurrence of the incident, one would have expected that the general manager as the eye witness would have testified in court or even written a statement to support the allegations he made that indeed the Respondent was involved in stealing the binding wire. Further, the turn boys who are alleged to have written statements implicating the Respondent in the alleged theft incident were not called to testify.
63. More fundamentally is that the Respondent was not involved in the theft. He was only accused of aiding the theft by slowing down to allow the turnboy who alighted with the binding wire to alight, a fact that was not proved based on his explanation that he was not able to see what was happening at the back of the truck. Secondly, the vehicle he was driving had just come from making a delivery and it is likely that whatever was in the vehicle was not the property of the Respondent but binding wire that had been used to bind the goods that were delivered. There was therefore no proof that there was any theft of the Appellant’s property at all.
64. I therefore find that the reasons advanced for the termination of the Respondent’s employment were not proved.
65. Having found that the reason for summary dismissal of the Appellant was not proved by the Respondent, the summary dismissal was unfair in terms of section 45(2) of the *Employment Act*.



Whether the compensatory damages awarded to the Respondent by the trial court should stand.

66. In its judgment, the trial court awarded the Respondent Kshs. 28,000 in lieu of notice, Kshs. 140,000 for the remaining part of the contract and Kshs. 168,000 as compensation for unfair termination.

67. I will proceed to address the awards under the specific heads.

i. One month pay in lieu of notice.

Having found that the summary dismissal of the Respondent was without valid reason and due process was not followed, he is entitled to pay in lieu of notice. I uphold the award by the trial court.

ii. 6 months' salary as compensation for unfair termination

From the evidence on record, the Respondent was in the Appellant's employment for over two years. Taking into consideration all the circumstances of the case and the factors set out in section 49(4) of the *Employment Act*, it is my view that the award of 6 months' salary as compensation was not inordinately high as to justify interference by this court. I decline to interfere with the same.

iii. Salary for the remainder of the contract period

The trial court awarded the Respondent Kshs 140,000 as salary for the remainder of the contract period. No justification was given for this award. Having been awarded compensation for unfair termination, I find this award was a duplication of the compensation and without legal basis or justification. The award is hereby set aside.

68. In sum, the judgment of the Trial Court is set aside only in respect of the award of salary for the remainder of the contract period. The court substitutes the same with the following:

i. The award of one month's salary in lieu of notice is upheld

ii. The award of 6 months' salary as compensation for unfair termination is upheld

iii. The award of salary for the remainder of the contract period is set aside.

69. This Appeal having only partially succeeded and the Respondent not having participated in the appeal, I order that each party bears their own costs of the Appeal. The orders for costs in the lower court is upheld as this court has upheld that the termination of the Respondent's employment was unfair. The same will however be based on the sum awarded in the appeal.

70. Judgment accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY ON THIS 6TH DAY OF MARCH 2025

MAUREEN ONYANGO

JUDGE

