



Ndung'u v Ministry of Agriculture, Livestock and Fisheries & 2 others (Cause 1285 of 2018) [2025] KEELRC 1148 (KLR) (9 April 2025) (Judgment)

Neutral citation: [2025] KEELRC 1148 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 1285 OF 2018**

SC RUTTO, J

APRIL 9, 2025

BETWEEN

PATRICK NDUNG'U CLAIMANT

AND

**MINISTRY OF AGRICULTURE, LIVESTOCK AND FISHERIES 1ST
RESPONDENT**

**KENYA CEREAL ENHANCEMENT PROGRAM, CLIMATE RESILIENT
AGRICULTURAL LIVELIHOOD WINDOW (KCEP-CRAL) . 2ND RESPONDENT**

ESTHER MAGAMBO 3RD RESPONDENT

JUDGMENT

1. The Claimant avers that he has at all material times been an employee of the 1st Respondent under the 2nd Respondent's programme through a contract dated 30th August 2016 as a Monitoring and Evaluation/Knowledge Management Officer. The Claimant has averred that the contract was for a period of five years but renewable subject to satisfactory performance and after receipt of no objection from the International Fund for Agricultural Development, the financier of the 2nd Respondent.
2. According to the Claimant, he worked diligently and with loyalty for the 1st and 2nd Respondent during his tenure as the Monitoring and Evaluation/Knowledge Management Officer, which led to the renewal of his contract of employment on 17th January 2018.
3. It is apparent from the record that the Claimant's engagement with the 2nd Respondent started deteriorating when the Claimant attended a course on Post-Harvest Losses in Egypt sometime in November 2017. Subsequently, the Claimant was cited for absenteeism in that he did not seek the approval of the Senior Programme Management of the 2nd Respondent and vide a letter of termination dated 25th February 2018, the Claimant's engagement with the 2nd Respondent was terminated.



4. According to the Claimant, the termination of his employment with the 2nd Respondent was unfair, unlawful and unprocedural as the Respondents did not adhere to the provisions of the Constitution and the Employment Act. Consequently, he seeks the following reliefs against the Respondents:
 - a. A declaration that the termination of employment against the Claimant was unprocedural, illegal and unfair.
 - b. An order directing the Respondents to pay the Claimant his dues as follows:
 - i. Salary for the remainder of the period of the Programme being Kshs.13,293,456 (3,323,364.00 x 4 years remaining on the Contract).
 - ii. Two Months' Severance Pay of Kshs.553,894.00 being (Kshs.276,947 x 2months).
 - iii. Gratuity and Applicable allowances
 - iv. Loss of income equivalent of five years'
 - c. A declaration that the Claimant is entitled to compensation for economic loss and hardships unreasonable, unconstitutionally and illegally visited upon him by the Respondents.
 - d. Damages for unfair, unprocedural and unlawful termination of employment.
 - e. An Order that the Respondents be and is hereby compelled to compensate the Claimant for damages and or loss arising from the violation of his Constitutional rights.
 - f. An order that the Claimant be issued with the Certificate of Employment.
 - g. Any further remedies as the court may deem fit.
 - h. Costs of this suit.
5. Opposing the claim, the Respondents aver that the Claimant is an employee of the State Department of Crop Development (SDCD) and was formerly with the ASDSP programme before joining the 2nd Respondent programme after successful recruitment on contract on 1st September 2016, on secondment from the 1st Respondent.
6. The Respondents have further denied the Claimant's assertions that his contract with the 2nd Respondent was for five years. According to the Respondents, the Claimant's contract was for one year and was renewable subject to the following conditions:
 - a. Performance appraisal by clause 5 of the contract.
 - b. If (sic) contract is not terminated as provided under clause 13 of the contract;
 - c. Receipt of NO objection from the international fund for agricultural development (IFAD), the financier of the 2nd Respondent.
7. The Respondents have further averred that the Claimant breached the trust and honest relationship as he did not make any negligible efforts to inform the 2nd Respondent that he had applied for the course in question. That further, the course was not relevant to the Claimant's deployment at the programme as the Monitoring and Evaluation Officer in Western Region PCU Office.
8. According to the Respondents, the termination of contract was within the provisions of the employment contract between the Claimant and the 2nd Respondent and the rules of natural justice.



On this account, the Respondents have asked the Court to dismiss the Claimant's Memorandum of Claim with costs.

9. Upon being served with the Respondents' Reply to the Statement of Claim, the Claimant filed a Response dated 2nd June 2023, in which he denied each and every allegation contained in the Respondent's Reply.
10. In his Response, the Claimant avers that his employment under the 2nd Respondent was not mandatory on secondment. He has further denied being out of office for nine days from 9th November 2018 to 18th November 2018.
11. As to the relevance of the course in Egypt, the Claimant has averred that the Principal Secretary considered the training needs and approved the same, making it clear that the course would not only advance him but also the Ministry.
12. The Claimant has further averred that despite the notice to the immediate supervisor by the Principal Secretary, he ensured that he informed his immediate supervisor too. That during the period leading up to training, his immediate supervisor was duly aware of the training. That further, his immediate supervisor informed him that his request was okay as long as the principal secretary approved it. He contends that this allegedly changed only after he had left for the training.
13. On account of the foregoing, the Claimant prays that the Respondents' Reply to the Statement of Claim be dismissed and the Statement of Claim be allowed as prayed.
14. The matter proceeded for hearing on 19th November 2024 and 10th December 2024, during which both parties called oral evidence.

Claimant's Case

15. The Claimant testified in support of his case, and at the outset, he sought to adopt his witness statement and the initial list and bundle of documents filed alongside the Memorandum of Claim as well as his supplementary list and bundle of documents to constitute his evidence in chief. This was with the exception of the documents appearing as numbers 9 and 10 in the initial list and bundle of documents.
16. It was the Claimant's evidence that he was nominated to participate in a Post Harvest Losses Program by the Government of the Arab Republic of Egypt through the Embassy of the Arab Republic of Egypt and was required to travel on 12th November 2017. The Embassy communicated the nomination to the 1st Respondent via a letter dated 9th November 2017.
17. The Claimant averred that the Principal Secretary of the State Department for Public Service and Youth Directorate of Public Service Management further approved the training and communicated the same to the Principal Secretary for the 1st Respondent on 9th November 2017 and 14th November 2017, respectively.
18. He further averred that the 1st Respondent, through the State Department of Agriculture (CRA&MD-MAAS), approved the training vide a letter dated 10th November 2017, addressed to him through the Director, Crop Resources, Agribusiness and Market Development.
19. The letter from the Principal Secretary requested his immediate supervisor to release him from duty in order to attend the training. That the Claimant requested for permission from his immediate supervisor, Carol Kamau, vide a letter dated 9th November 2017.
20. According to the Claimant, his immediate supervisor agreed to release him in order to attend the training through a text message since the travel notice was short. He also informed the 3rd Respondent



- vide an email dated 9th November 2017 and undertook to send her all the necessary approvals once he received them. He did as much on 16th November 2017.
21. To his surprise, the 3rd Respondent sent him an enquiry dated 5th December 2017 requesting that he explain his whereabouts and alleging that he had been absent without lawful authority. He responded on 7th December 2017, attaching all the necessary approvals.
 22. The Claimant averred that he reported back to work on 18th December 2017 in accordance with the directions of the Principal Secretary, State Department of Agriculture.
 23. It was the Claimant's testimony that he was notified by the 3rd Respondent vide a letter dated 17th January 2017 that the contract between the KCEP-CRAL Programme was renewed for another year for having satisfactorily discharged his duties and the 3rd Respondent congratulated him for having discharged his duties well.
 24. The Claimant averred that without any wrong doing and or hearing notice, he was served with a letter of termination dated 26th February 2017 on grounds of absenteeism from duty for the diverse dates that he was attending the training in Egypt.
 25. He wrote an appeal letter to the 1st Respondent requesting that the decision of the steering committee be set aside.
 26. All his efforts for appeal against the decision of the Steering Committee were neglected or ignored and he was instead served with a notice to collect all his dues.
 27. According to the Claimant, he has suffered loss following the illegal and unfair termination of his employment contract.
 28. In the Claimant's view, the actions taken by the Respondents are tainted with malice and are meant to harass him both psychologically and economically.

Respondents' Case

29. The Respondents called oral evidence through Ms. Carol Kamau who testified as RW1. She identified herself as the Head of the Western Region in the 2nd Respondent programme. Similarly, RW1 adopted her witness statement as well as the list and bundle of documents filed on behalf of the Respondents to constitute her evidence in chief.
30. RW1 told the Court that although the Claimant has produced approvals from other Government offices, no communication was channeled through the programme where the Claimant was working on contract.
31. She further averred that the Claimant applied for the training in August 2017 and therefore had every opportunity to notify the programme of his application and expected travel in good time ahead of the required approvals from different offices but never bothered to do so.
32. RW1 averred that the Claimant travelled to Nairobi on 9th November 2017 and was there for about nine days making travel arrangements before he finally left for Egypt on the night of 18th November 2017, and yet he did not find time to visit the PCU office, which is in the same locality to request for programme approval and clearance, even when he had acquired all travel and training approvals from the different Departments.



33. She further averred that the Claimant was given one day off by the Head-WR on the 9th of November 2017 to travel to Nairobi to follow up on his nomination and, while in Nairobi, to seek approval from PCU, which the Claimant never did.
34. RW1 averred that although the Claimant got approvals from other levels of Government, he overlooked the programme management where he was contracted and reports.
35. It was RW1's further testimony that the Claimant also misrepresented himself as staff of the ASDSP programme while applying for the course and seeking the necessary approvals while he had left the ASDSP programme and joined the 2nd Respondent in September 2016. According to RW1, the Claimant, therefore, breached clause 16 of the contract on acting in good faith.
36. That since the Claimant never bothered to get approval from the programme where he was contracted and reports, he absented himself from the programme between 13th November 2017 and 17th December 2017 (for about 35 days) without permission.
37. RW1 further stated that it is the Claimant's immediate supervisor, Head-Western Region, who reported his absence contrary to the Claimant's allegations that he had sought and obtained permission from his immediate supervisor.
38. The Claimant was issued with a show cause letter and given 14 days to explain his absence from duty without authorization from the programme vide a memo dated 5th December 2017. He responded to the show-cause letter vide his response dated 7th December 2018, which was considered but found unsatisfactory.
39. RW1 further stated that even though the Claimant reported back on duty on 18th December, 2017 and his contract renewed for another year with effect from 1st September 2017 vide letter dated 17th January, 2018, he knew that the renewal was done with full knowledge that his case was pending determination by the relevant body whose decision was to be final in respect to the validity of the contract.
40. RW1 averred that the renewal of contracts is a process that goes through many stages and was ongoing even before the offense was committed.
41. It was RW1's further evidence that the programme management presented the Claimant's case of "being absent without permission" to the Programme Steering Committee (PSC), a body that provides overall oversight to the Programme on behalf of the SDCD.
42. After deliberations and consideration of the Claimant's response to the show-cause letter, PSC concluded the Claimant's case as "Indiscipline", arrived at a decision that his contract be terminated with the programme and referred the Claimant back to PS, SDCD for further redeployment.
43. The Claimant was redeployed back to SDCD on 26th February 2018 and was cleared and was officially released from the programme in accordance with the law on 13th April 2018.
44. According to RW1, the Claimant was given a chance to defend himself as he tendered his response to the show cause letter having been given 14 days.
45. That further, the hearing notice was not a requirement as the disciplinary proceedings were not to be equated to be proceedings in a court of law.
46. It was RW1's evidence that the Claimant's appeal was considered, but he did not cite any new material facts in support of why he did not seek approval of the programme management.



Submissions

47. According to the Claimant, he has proved to the required standard that the Respondents' claim regarding his absenteeism from work is ludicrous and far from the truth. In the same breath, the Claimant submitted that he had approvals for the training in Egypt.
48. The Claimant further posited that a Principal Secretary is the highest-ranking official in any Ministry and that an approval from an official of that rank cannot then be overlooked. In the Claimant's view, any directions from a Principal Secretary should be viewed as unequivocal and authoritative.
49. The Claimant further submitted that his attendance to the training was lawfully permitted and the same cannot be tied to absenteeism.
50. Referencing Section P, Clause P3 of The Civil Service Code of Regulations [Revised 2006], the Claimant further submitted that he was on duty, albeit being away in Egypt for the training that had been approved by the 1st Respondent. That therefore, the claim by the Respondents that he was dismissed for absenteeism is trivial.
51. Placing reliance on the case of Josephine M. Ndungu & others v Plan International Inc [2019] eKLR, the Claimant submitted that he has provided prima facie evidence to show that his employment contract was terminated and that the termination by the Respondents lacked substantive reason.
52. The Claimant stated in further submission that he was not afforded an opportunity to be heard before he was terminated from employment and the fact that his appeal and consequent demand letter from his advocate goes to prove that there was no procedural fairness in the way his employment contract was terminated. In support of this position, the Claimant cited the case of Dungan v West Kenya Sugar Company Limited (Employment and Labour Relations Appeal 12 of 2023) [2024] KEELRC 172 (KLR).
53. The Claimant further argued that his redeployment after he was unfairly terminated from employment is unjustified as the same does not in any way address the initial unlawful actions by the Respondents. In the Claimant's view, the redeployment was a direct demotion for merely attending a training that was sanctioned by the Principal Secretary.
54. Countering the Claimant's submissions, the Respondents submitted that there was a valid and fair reason to terminate the employment of the Claimant due to absenteeism. According to the Respondents, the Claimant admitted not communicating his absence and from his response to show cause dated 7th December, he apologized for the inconvenience caused to the programme.
55. To reinforce the Respondents' submissions, reliance was placed on Martin Waweru Nguru v Attorney General [2019] eKLR, Teachers Service Commission v Sarah Nyanchma Ratemo, Civil Appeal No.14 of 2014 and Mugane v Kenya Revenue Authority (Cause E449 of 2020) [2023] KEELRC 3220.
56. The Respondents further submitted that under the Civil Service Code of Conduct Revised (2006), there is no provision for an oral hearing hence the Claimant cannot purport to have been denied a right to fair hearing, yet he responded to the show cause dated 5th December 2017.
57. In the same vein, the Respondents submitted that the Claimant's allegation that he was not accorded an opportunity to be heard is unfounded because by signing the contract, he accepted to be subjected to the provisions on handling grievances as provided for under the Revised 2006 Code of Conduct.
58. In the Respondents' view, the Claimant was accorded a fair hearing based on the Civil Service Code of Conduct Revised 2006. To this end, the Respondents placed reliance on Kenya Ports Authority v



Fadhil Juma Kisuwa [2017] eKLR, and *Alomba v Green Park Golf & Country Complex t/a the Great Rift Valley Lodge & Golf Resort* (Civil Appeal 46 of 2019) [2025] KECA 378 (KLR).

59. It was the Respondents' further submission that the suit has been overtaken by events due to the fact the 2nd Respondent programme was wound up in 2022.
60. The Respondents further posited that the Claimant's attitude to being redeployed back is that of a greedy employee who is after huge money and not service delivery.
61. The Respondents are of the view that the redeployment back to the Ministry was logical considering the Claimant was at the programme on secondment.

Analysis and Determination

62. Flowing from the pleadings, the evidentiary material on record, and the rival submissions, the following issues stand out for determination:
 - i. Whether termination of the Claimant from the 2nd Respondent programme was for a valid and fair reason.
 - ii. Whether the Claimant's termination from the 2nd Respondent programme was in accordance with fair procedure.
 - iii. Is the Claimant entitled to the reliefs sought?

Valid and fair reason?

63. As can be discerned from the record, the Claimant was terminated from the 2nd Respondent's programme on grounds that he was absent from duty without authority from 13th November 2017 up to 18th December 2017.
64. It is also apparent from the record that during the period the Claimant is alleged to have been absent from duty, he was attending a course on Post-Harvest Losses in Egypt.
65. In terms of Section 43(1) of the *Employment Act*, the Respondents were required to prove the reasons for termination. In default, the termination of the Claimant's employment would be deemed to be unfair. That is not all. Under Section 45 (2) (a) and (b) of the *Employment Act*, the Respondents were bound to prove that the reasons for the termination of the Claimant's contract of employment with the 2nd Respondent were valid, fair and related to his conduct.
66. The question this Court must therefore answer is whether the reason advanced for the termination of the Claimant's employment with the 2nd Respondent was valid and fair within the meaning of the aforementioned Section 45(2) (a) and (b) of the *Employment Act*.
67. According to the Claimant, he received approval to attend the training in Egypt. To this end, he averred that the 1st Respondent, through the State Department of Agriculture, approved the training vide a letter dated 10th November 2017, addressed to him through the Director, Crop Resources, Agribusiness and Market Development.
68. In support of his case, the Claimant exhibited a copy of the said letter dated 10th November 2017, in which he requested his immediate supervisor to release him from duty in order to attend the training.
69. Notably, the letter dated 10th November 2017 is not addressed to the 2nd Respondent but rather the Director, Crop Resources, Agribusiness and Market Development. Coupled with that, there is no



evidence that the Claimant transmitted the said letter to the 2nd Respondent to secure his official release from duty.

70. It is common cause that at the material time, the Claimant was employed by the 2nd Respondent hence it follows that he was not serving directly under the 1st Respondent. As such, he was directly answerable to the 2nd Respondent programme, more so noting that he had executed a contract of employment to that effect and was bound by the terms therein.
71. It is therefore inaccurate for the Claimant to state that the approval by the Principal Secretary was unequivocal and authoritative, implying that he did not require any other approval from the 2nd Respondent programme.
72. In as much as the Claimant may have received approvals from the Principal Secretary of the parent Ministry, he was still required to obtain express approval to be away from the 2nd Respondent programme, which was the entity he was serving under and drawing his salary from at the time.
73. Clause 8.1 of the Claimant's contract of employment with the 2nd Respondent provides as follows:
If the employee is absent from duty for whatever reason and the absence has not previously been authorized, he /she must inform the immediate supervisor by 9:00 am on the first day of absence so as to reason for absence. Failure to this will be considered to mean absenteeism.
74. According to the Claimant, he requested for permission from his immediate supervisor (RW1), vide a letter dated 9th November 2017, and she agreed to release him in order to attend the training through a text message since the travel notice was short.
75. In further support of his case, the Claimant exhibited a copy of a memo dated 9th November 2017, through which he had requested his immediate supervisor to be away on 13th November 2017 to follow up on the clearance with the Ministry and Head of Public Service. Indeed, RW1 did not dispute that she gave the Claimant permission for one day to follow up on the travel arrangements in Nairobi.
76. However, there is no evidence that the Claimant received express approval to attend the course in Egypt from his immediate supervisor at the 2nd Respondent programme.
77. This is further confirmed by the Claimant's response dated 7th December 2017, in which he was explaining his absence from duty. In this regard, the Claimant did not indicate or suggest that he had received permission from this immediate supervisor to be away from duty. Instead, he explained that the notice for the training was very short and that he received the course approval requesting his release from his supervisor and travel clearance on 15th November 2017, while the travel date was 18th November 2017. In essence, he blamed the short notice for his failure to formally obtain approval from his supervisor.
78. In addition to the foregoing, the Claimant admitted in his appeal against the termination that his mistake was traveling before obtaining a release letter from his immediate supervisor due to the limited time from the date of approval to the date of travel.
79. Further, the Claimant's explanation that his failure to obtain permission from his supervisor was on account of the limited time from the date of clearance on 14th November 2017 to the date of travel on 18th November 2017 does not hold. I say so noting that this was a period of four days hence was sufficient time to secure the permission of his supervisor to attend the course.
80. In any event, the Claimant stated in his Response to the Respondents' Reply to the Statement of Claim that he reported to the office on 14th November 2017, and for the remaining period, he remained in



the office until he travelled to Egypt. If the Claimant's version is to be believed, one wonders why he did not deem it suitable to obtain approval from his immediate supervisor during the period he was waiting to travel.

81. In light of the foregoing, I am inclined to agree with the Respondents that with respect to this travel to Egypt, the Claimant overlooked the 2nd Respondent's programme management where he was contracted.
82. Indeed, it is rather odd that the same supervisor (RW1) the Claimant states he received permission from is the same person who reported his absence vide a memo dated 24th November 2017. This can only be interpreted to mean that she was unaware of the Claimant's whereabouts or had not granted him permission to be away.
83. In view of the above, it is apparent that the Claimant breached his contract of employment with the 2nd Respondent by being out of his workstation for a considerable period of time without obtaining express permission from his immediate supervisor at the programme.
84. This was by all means improper and amounted to absence from work without lawful authority hence availed the 2nd Respondent a fair and valid reason to terminate his employment.

Fair procedure?

85. In terms of Section 45(2) (c) of the *Employment Act*, an employer is duty-bound to prove that it terminated an employee's employment in accordance with fair procedure. What entails fair procedure is to be found in Section 41 of the *Employment Act*. Specifically, an employer is required to notify the employee of the allegations he or she is required to respond to and thereafter grant him or her the opportunity to make representations in response to the said allegations, in the presence of a fellow employee or shop floor union representative of his own choice.
86. The record bears that the Claimant was asked to explain his absence from duty vide a memo dated 5th December 2017 from the 2nd Respondent's Senior Programme Coordinator.
87. In his response dated 7th December 2017, the Claimant explained that he was in Egypt attending the course on Post-Harvest Losses and was to resume duty on 18th December 2017.
88. It is apparent that vide a letter dated 1st February 2018, which was exhibited by the Respondents, the matter was referred to the Project Steering Committee for deliberation. What followed was a letter dated 26 February 2018, terminating the Claimant's employment.
89. There is no evidence that the Claimant was given an opportunity to make his representations in the presence of a fellow employee or shop floor union representative of his own choice prior to being issued with the letter of termination.
90. With respect to this, the Respondents have submitted that under the Civil Service Code of Conduct Revised, 2006, there is no provision for an oral hearing hence the Claimant cannot purport to have been denied a right to fair hearing, yet he responded to the show cause dated 5th December 2017.
91. Addressing a similar issue in the case of *Kenya Revenue Authority v Reuwel Waithaka Gitahi & 2 others* [2019] KECA 300 (KLR), the Court of Appeal cited with approval its decision in *Postal Corporation of Kenya v Andrew K. Tanui* [2019] eKLR and to this end, rendered itself as follows:

“The main conflict is whether the hearings before the disciplinary committee should be oral or not and whether the employee must have another employee of his choice, or a shop



floor representative, to be present and be heard on the allegations...We find that KRA substantially complied with its Code of Conduct but the Code does not require the presence of another employee or shop floor attendant at the disciplinary proceedings. To that extent, the Code is not consonant with the statute and must give way. The four elements decanted in the above authority were thus not complied with...Consequently, for reasons other than those advanced by the trial court, we find that the disciplinary process did not pass muster.”

92. This Court adopts and is bound by the above finding by the Court of Appeal. As such, the Court returns that the Civil Service Code of Conduct Revised, 2006, is inconsistent with Section 41 of the *Employment Act* and must give way.
93. In sum, the process applied by the Respondents in terminating the Claimant’s employment from the 2nd Respondent programme was flawed and procedurally unfair.
94. As I conclude, I find it imperative to address an issue raised by the Claimant with respect to his redeployment to the parent Ministry. In this regard, the Claimant has argued that he was not on secondment to the 2nd Respondent programme and has termed his redeployment as a demotion.
95. The Claimant’s assertions are not factual. I say so for the reason that, in a letter dated 9th February 2017, addressed to the Claimant by the Principal Secretary, State Department of Agriculture, he was informed that the Ministry of Public Service, Gender and Youth Affairs State Department of Public Service vide their letter dated 6th February 2017 had approved his secondment to the 2nd Respondent for a period of one year, with effect from 1st September 2016.
96. It is therefore, quite baffling for the Claimant to allege that he was not on secondment and that his redeployment back to the parent Ministry was a demotion.
97. Indeed, it was only logical that after the termination of his employment with the 2nd Respondent programme, he was to be redeployed back to the parent Ministry, which had seconded him to the 2nd Respondent in the first place. This would have been the same case had the engagement ended for any other reason other than termination. If anything, his employment at the parent ministry was the basis for his secondment to the 2nd Respondent. How then did his redeployment back to the parent Ministry amount to a demotion?

Reliefs

98. As the Court has found that the termination of the Claimant’s employment with the 2nd Respondent, although for a fair and valid reason, was flawed hence procedurally unfair, the Court will award him nominal compensatory damages equivalent to one (1) month of his last salary. This award has taken into account the length of the contractual engagement with the 2nd Respondent programme and the fact that the termination of the Claimant’s engagement with the 2nd Respondent did not result in the total loss of employment.
99. The rest of the claims are declined.

Orders

100. The total sum of my consideration is that the claim only succeeds to the extent that the Claimant’s termination from the 2nd Respondent’s employment was procedurally flawed. To this end, he is awarded Kshs 276,947/= being equivalent to one (1) month of his last salary.
101. Each party to bear its own costs.



DATED, SIGNED AND DELIVERED AT NAIROBI THIS 9TH DAY OF APRIL 2025.

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STELLA RUTTO

JUDGE

In the presence of:

For the Claimant Ms. Maganda

For the Respondents No appearance

Court Assistant Millicent

Order

In view of the declaration of measures restricting court operations due to the COVID-19 pandemic and in light of the directions issued by His Lordship, the Chief Justice on 15th March 2020 and subsequent directions of 21st April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules, which requires that all judgments and rulings be pronounced in open court. In permitting this course, this court had been guided by Article 159(2)(d) of the Constitution which requires the court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of the Constitution and the provisions of Section 1B of the Civil Procedure Act (Chapter 21 of the Laws of Kenya) which impose on this court the duty of the court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

STELLA RUTTO

JUDGE

