



**Brinks Security Services Limited v Chahasi (Appeal E037 of 2024)  
[2025] KEELRC 1425 (KLR) (19 May 2025) (Ruling)**

Neutral citation: [2025] KEELRC 1425 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KISUMU  
APPEAL E037 OF 2024**

**JK GAKERI, J  
MAY 19, 2025**

**BETWEEN**

**BRINKS SECURITY SERVICES LIMITED ..... CLAIMANT**

**AND**

**ELIJAH UKIRU CHAHASI ..... RESPONDENT**

**RULING**

1. Before the court for determination is the appellant's Notice of Motion dated 10<sup>th</sup> May, 2025 seeking Orders that:
  1. The Honourable court stays execution of the Judgment pending hearing and determination of the application herein inter partes.
  2. The Honourable court be pleased to vary, set aside, correct, or review its Judgment delivered on 23<sup>rd</sup> January, 2025 with respect to computing the amount awarded under the head House allowance.
  3. Applicant be granted costs of this application.
2. The Notice of Motion is expressed under Section 1A, 1B, 3A, 80 and 99 of the *Civil Procedure Act* and Order 45 Rule 1 and 2, Order 51 Rule 1 of the *Civil Procedure Rules* and based on the grounds enumerated on its face and the Supporting Affidavit sworn by Duncan Otieno Njuga on 10<sup>th</sup> May, 2025 who deposes that on perusal of the Judgment dated 23<sup>rd</sup> January, 2025 he discovered that the court interfered with the award of the trial court, that the amount payable to the respondent was Kshs.273,444.53.



3. That under House allowance the court stated that:

This is one of the statutory rights of an employee under Section 31 of the *Employment Act*, and the respondent was entitled to the same as follows”.

4. The court thus did not compute the House allowance under this head and the Judge made an error arising from the accidental slip or omission when he failed to compute the award under this head.

5. The affiant depose that Section 99 of the *Civil Procedure Act* gives the court the mandate to correct any clerical or arithmetic mistake or any error arising from an accidental slip or omission and it was in the interest of justice that court varies, sets aside, corrects or reviews its Judgment delivered on 23<sup>rd</sup> January, 2025 with respect to computation of the amount awarded under house allowance and the application has been made without delay and no prejudice will be occasioned on the respondent.

6. During the mention on 12<sup>th</sup> May, 2025, counsel for the appellant informed the court that page 6 of the Judgment delivered on 23<sup>rd</sup> January, 2025 had a mistake and the instant application was seeking clarification on the issue of house allowance.

7. Counsel for the respondent agreed that having perused the Supporting Affidavit all that was necessary was a ruling date for the court to rectify the omission and the applicant’s counsel was agreeable.

8. During the mention, the court ascertained that the copy of the Judgment on the Judiciary CTS had no computation of House allowance as contended by the appellant and gave a ruling date.

9. The court also ascertained that the hard copy of the Judgment in the court file contains the computation and informed counsel’s as much.

10. In light of the foregoing, the respondent did not file any response.

11. As correctly contended by counsel for the appellant/Applicant, the court is clothed with power to make corrections on clerical mistakes, incidental error or omission.

12. Rule 75 of the *Employment and Labour Relations Court (Procedure) Rules*, 2024 provides:

The court shall, at the request of the parties or on its own motion, cause any clerical mistake, incidental error or omission to be rectified and shall notify the parties of such rectification.

13. Having confirmed that the copy of the Judgment delivered on 23<sup>rd</sup> January, 2025 omitted the computation of House allowance as contended by the appellant/Applicant, the court perused the file copy of the Judgment and ascertained that the computation had been inserted but not picked by the CTS during the uploading of the Judgment.

14. The omitted part of the computation is styled as:  $(^{15}/100 \times 15,141.95) \times 36 \text{ months} = 81,766.53$ , as computation for House allowance.

15. (See *Fredrick Otieno Outa V Jared Odoyo Okello* [2017] eKLR, *Leonard Mambo Kuria V Ann Wanjiru Mambo* [2017] eKLR, *Republic V Attorney General & 15 others Ex Parte Kenya Seed Co. and 5 others* [2010] eKLR, *Steve Onyango V Techspa General Supplies Ltd & 2 others* [2020] eKLR).

16. As the parties are in agreement that this was an accidental omission, and the court has power to cause a correction of the Judgment to correct errors, clerical mistakes and omissions there in, the Orders that commend themselves are:

a. The Notice of Motion dated 10<sup>th</sup> May, 2025 is hereby allowed.



- b. Consequently, the Judgment dated 23<sup>rd</sup> January, 2025 be and is hereby corrected in respect of House allowance to read that the respondent was awarded the sum of Kshs.81,766.53 being 15% of his basic salary for a period of 36 months.
- c. Parties shall bear own costs.

**DATED, SIGNED AND DELIVERED VIRTUALLY AT KISUMU ON THIS 19<sup>TH</sup> DAY OF MAY, 2025.**

**DR. JACOB GAKERI**

**JUDGE**

