



REPUBLIC OF KENYA



**KENYA LAW**  
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**Koech v Ekatera Tea Kenya PLC (Cause E029 of 2023)  
[2025] KEELRC 1995 (KLR) (4 July 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1995 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KERICHO  
CAUSE E029 OF 2023**

**AN MWAURE, J**

**JULY 4, 2025**

**BETWEEN**

**BENARD KIPTONUI KOECH ..... CLAIMANT**

**AND**

**EKATERA TEA KENYA PLC ..... RESPONDENT**

**JUDGMENT**

1. The Claimant commenced this suit vide a Statement of Claim dated 14<sup>th</sup> December 2023, against the Respondent seeking the following reliefs:
  - a. A declaration that the Claimant's termination was unfair and/or unlawful.
  - b. An order for the Respondent to pay the Claimant Service Pay for the period worked, that is, Kshs.2,076,564/=.
  - c. An order for the Respondent to pay the Claimant twelve (12) months' salary compensation for unfair termination, amounting to Kshs.2,076,564/=
  - d. General damages for breach of contract, punitive and/or aggravated damages, and exemplary damages for the unlawful termination of the Claimant's employment.
  - e. Interest on the aforesaid sums at the court rates from the date of termination.
  - f. An order for the Respondent to issue a certificate of service.
  - g. Cost of the suit and interest thereon at court rates
  - h. Any other or further relief that this Honourable Court may deem just and fit to grant.



### Claimant's case

2. The Claimant avers that he was employed by the Respondent from 4<sup>th</sup> April 1999 and rose through the ranks to become the Maintenance Manager by August 2023, earning a monthly salary of Kshs.173,047/=.
3. The Claimant avers that he held several roles over the years, including Pump Mechanic and Workshop Supervisor, and had a strong performance record with no prior disciplinary issues.
4. However, in August 2023, the Claimant avers that he received a Notice to Show Cause for allegedly failing to act during a breakdown of a boiler fan at Jamji Factory, which the Respondent viewed as misconduct under section 44(4)(c) of the *Employment Act*.
5. The Claimant avers that between 16<sup>th</sup> August and 5<sup>th</sup> September 2023, the Claimant responded to two show cause notices and attended a disciplinary hearing.
6. The Claimant avers that the first notice to show cause letter dated 16<sup>th</sup> August 2023, concerned a boiler breakdown on 9<sup>th</sup> August 2023, allegedly due to inaction on an abnormality flagged in May. In his 17<sup>th</sup> August 2023 reply, the Claimant detailed timely maintenance and corrective steps, clarifying that factory operations were not fully halted. A second notice followed on 25<sup>th</sup> August 2023 with new allegations, including negligence in handling vehicles brought to the Jamji Service Bay.
7. The Claimant avers that he responded on 28<sup>th</sup> August 2023, outlining actions taken on specific vehicles, such as raising requisitions for repairs, noting that unit KTCA 832B was beyond repair and marked for auction, and that vehicle KBS 096T was repaired and released on the same day it arrived. He also explained that roller supply delays were due to procurement issues and responded to claims about factory standards.
8. The Claimant avers that he then attended a disciplinary hearing on 5<sup>th</sup> September 2023, defended himself orally, and submitted supporting documents and correspondence.
9. The Claimant avers that following a disciplinary hearing held on 5<sup>th</sup> September 2023, he was summarily dismissed on 20<sup>th</sup> September 2023, and he appealed on 27<sup>th</sup> September 2023, but which was rejected on 9<sup>th</sup> October 2023.
10. The Claimant reiterates that the dismissal was unfair, unlawful, and premeditated, alleging that his responses to the notice show cause letters of 16<sup>th</sup> and 25<sup>th</sup> August 2023 were ignored, and that he was denied a fair hearing.
11. The Claimant avers that the Respondent failed to prove valid or justifiable reasons for dismissal as required under sections 43 and 45 of the *Employment Act*, and disregarded his clean disciplinary record and consistent performance.
12. The Claimant further avers that the dismissal violated constitutional rights, labour laws, and principles of natural justice, and that he was denied gratuity/service pay.
13. The Claimant avers that his advocates issued a formal demand letter dated 14<sup>th</sup> November 2023, and despite demand and notice of intention to sue, the Respondent refused and/or neglected to settle the Claimant's claim.



### **Respondent's statement of response**

14. In opposition to the Memorandum of Claim, the Respondent filed a statement of response dated 9<sup>th</sup> February 2024.
15. The Respondent avers that the Claimant was inefficient and had previously faced disciplinary action, contrary to his claims.
16. The Respondent avers that after a 6-hour boiler breakdown at Jamji Factory on 9<sup>th</sup> August 2023, allegedly due to the Claimant's inaction despite a report issued on 16<sup>th</sup> May 2023, a notice to show cause was issued.
17. The Respondent avers that the Claimant's 17<sup>th</sup> August 2023 response was deemed inadequate, leading to suspension on 24<sup>th</sup> August 2023 and a further notice citing failures in fleet maintenance, roller replacement, and factory hygiene.
18. After a disciplinary hearing on 5<sup>th</sup> September 2023, the Respondent avers that the Claimant's suspension was extended and he was summarily dismissed on 20<sup>th</sup> September 2023 for gross misconduct under section 44(c) and (d) of the [Employment Act](#).
19. The Respondent avers that the Claimant filed his appeal on 27<sup>th</sup> September 2023, which was dismissed on 9<sup>th</sup> October, 2023.
20. The Respondent avers that both substantive and procedural fairness were observed, a certificate of service was issued on 6<sup>th</sup> November 2023, and claims for compensation and service pay are baseless as NSSF contributions had been duly remitted.
21. The Respondent avers that the Memorandum of Claim lacks merit, is an abuse of the court process, and that the Claimant's allegations are baseless.
22. Consequently, the Respondent urged this court to dismiss the Memorandum of claim in its entirety with costs.

### **Claimant's reply to the Respondent's statement of response**

23. The Claimant filed a reply to the Respondent's statement of response dated 16<sup>th</sup> December 2024.
24. The Claimant largely reiterates the contents of his Memorandum of Claim in response to the Respondent's Statement of Response.
25. The Claimant admits only paragraphs 2 and 3, but otherwise joins issue with the rest, specifically restating paragraphs 7 to 27 of his Memorandum of Claim as responses to corresponding sections of the Response.
26. The Claimant maintains that his pleadings stand and prays that the Respondent's Statement of Response be dismissed and struck out, with judgment entered in his favour.

### **Claimant's evidence in court**

27. The Claimant, CW1, adopted his witness statement dated 14<sup>th</sup> December, 2023 and the bundle of documents dated even date, together with a further list of documents dated 12<sup>th</sup> February 2024, produced and marked as exhibits 1 to 23 respectively as his evidence in chief.



28. CW1 testified that he joined the Respondent as a labourer, became an apprentice in 2013, and rose to the role of Maintenance Manager, which he held for three months before being dismissed. He stated that he received two notices to show cause letters, responding to the first dated 9<sup>th</sup> August 2023 on 17<sup>th</sup> August, 2023. He explained the 6-hour boiler breakdown was due to a known fault and maintenance efforts applied. The second notice to show cause was issued on 25<sup>th</sup> August, 2023, which he also responded to, denying the allegations of failing to maintain the vehicles at Jamji Tea Factory.
29. CW1 stated that the disciplinary hearing took place on 9<sup>th</sup> September 2023 without access to supporting documents, as his laptop had been confiscated. He stated that no investigation report was shared with him, despite being suspended for that purpose, and noted his colleague was not disciplined despite being responsible for similar responsibilities. Regarding the vehicle maintenance charge, he explained delays were due to pending procurement processes and that one vehicle was slated for disposal.
30. CW1 stated that he appealed his dismissal, and he received a response via email confirming his dismissal and claimed he was not issued a certificate of service, although he was paid up to termination.
31. In cross-examination, CW1 confirmed receiving a suspension letter dated 23<sup>rd</sup> August 2023 and a further Notice to Show Cause on 25<sup>th</sup> August 2023, to which he responded. He acknowledged being summoned to a disciplinary hearing, was allowed to bring a witness, Bernard Rono, and reiterated that he was not issued with a certificate of service.

#### **Respondent's evidence in court**

32. RW1, Gerald Odhiambo Wabwire, the Respondent's Head of Manufacturing, adopted his witness statement dated 25<sup>th</sup> July 2024, as his evidence in chief.
33. In cross-examination, RW1 testified that CW1 was dismissed for negligence, citing his failure to service a vehicle that remained stuck in the garage for an extended period.
34. RW1 stated that while performance appraisal follows a separate structured cycle, CW1's matter was purely disciplinary, and the disciplinary committee found his explanations unsatisfactory, leading to his termination.
35. In re-examination, RW1 stated that CW1 was terminated summarily as the Maintenance Manager was responsible for the equipment.
36. The court directed the parties to file their respective written submissions.

#### **Claimant's written submissions**

37. The Claimant submitted that his dismissal was unfair, wrongful, and unlawful on several grounds: the Respondent disregarded his substantive responses and evidence; failed to conduct a fair disciplinary hearing; and did not prove valid or justifiable reasons for termination, as required under sections 43 and 45 of the *Employment Act*, 2007. The Claimant maintains that he diligently performed his duties, was never previously sanctioned for misconduct, and that the Respondent failed to act with fairness, justice, or equity in terminating his employment.
38. The Claimant relied on section 45(1) and 45(2) of the *Employment Act*, which provides that termination of employment is deemed unfair if the employer cannot prove that the reason was valid, that it related fairly to the employee's conduct, capacity, compatibility, or operational requirements, and that proper procedure was followed in executing the termination.



39. The principles drawn from the cases of *George Musamali v G4S Security Services Kenya Limited* [2016] KEELRC 1665 (KLR) and *Anthony Mkala Chitavi V Malindi Water & Sewerage Company Ltd* [2013] KEELRC 920 (KLR) emphasize that fair termination of employment must meet two key criteria: a valid and justifiable reason and a fair procedure. In *George Musamali V G4S Security Services Kenya Ltd* (supra), the Court held that even where the misconduct appears obvious, the employee must be informed of the charges and given a chance to respond before dismissal. In *Anthony Mkala Chitavi V Malindi Water & Sewerage Company Ltd* (supra) reinforced that procedural fairness requires clear communication of the charges, adequate time to prepare a defence, and a meaningful opportunity to be heard, either in writing, orally, or through representation. Both cases affirm that employers must ensure due process is followed, especially in cases of summary dismissal.
40. The Claimant contended that his dismissal was unjustified, as he provided detailed explanations and supporting evidence in response to both the 16<sup>th</sup> and 25<sup>th</sup> August 2023 notices to show cause. He explained that the 6-hour boiler breakdown on 9<sup>th</sup> August 2023 resulted from necessary maintenance efforts that he had initiated beforehand, ensuring factory operations continued via one active line. He further addressed accusations regarding delayed vehicle servicing by documenting procurement delays and actions taken, including raising requisitions and advising the disposal of irreparable units like KTCA 832B. He also clarified that roller replacement delays were due to supply chain issues beyond his control, and that he implemented corrective steps for maintaining factory standards. These responses, reinforced during the disciplinary hearing and supported by documents and photographs, demonstrate that he fulfilled his managerial duties diligently.
41. The Claimant maintains that his dismissal was premeditated, unfair, and based on unsubstantiated allegations, as no witness or evidence was presented to challenge his responses during the disciplinary hearing on 5th September 2023. The Claimant argues that he was denied access to his work laptop, which hindered his preparation, and that no investigation report was ever shared to justify his suspension on 23<sup>rd</sup> August 2023. He asserts that he diligently performed his duties, as evidenced by bonuses and promotions, and that there was no proof of misconduct or financial loss attributable to him. Despite addressing all issues raised in the two notices to show cause, the Respondent proceeded with summary dismissal without valid grounds.
42. The Claimant relied on section 44(4) of the *Employment Act* which provides an employer may summarily dismiss an employee for gross misconduct, which includes, but is not limited to the following: absence from work without lawful cause, intoxication during working hours, willful neglect or improper performance of duties, use of abusive or insulting language toward the employer or superiors, disobedience of lawful and proper instructions, being arrested and not released within 14 days, or committing (or being reasonably suspected of committing) a criminal offence to the employer's detriment. However, this list is not exhaustive, and either party may dispute whether certain facts or other matters not listed constitute justifiable grounds for dismissal, as each case must be assessed on its merits. The Claimant contended that none of the grounds cited for his dismissal were substantiated during the disciplinary hearing, and no investigative report or evidence was presented, either at the hearing or in court, demonstrating that he failed to fulfil his contractual duties to the Respondent.
43. The Claimant submitted that the Respondent failed to justify the termination, as required under section 43 of the *Employment Act*, and did not provide credible evidence of negligence or financial loss. In *Masaba V Teachers Service Commission* [2024] KEELRC 2232 (KLR) and *Josephine M. Ndungu & others V Plan International Inc* [2019] KEELRC 663 (KLR), the courts emphasized that employers must prove the validity and fairness of termination reasons on a balance of probabilities.



44. Similarly, in *Evans Otieno Nyakwana V Cleophas Bwana Ongaro* [2015] KEHC 8440 (KLR), it was held that the burden of proof lies on the party asserting a fact. *Nicholus Muasya Kyula V Farmchem Ltd* [2012] KEELRC 125 (KLR) clarified that employers must conduct proper investigations before dismissal. The Claimant contends that no such process or evidence, including investigation reports or financial records, was presented. In *Jane Nyandiko V KCB* (2017) eKLR, the court reiterated that both substantive justification and procedural fairness are essential. Accordingly, the Claimant argues that his dismissal lacked a lawful basis and violated the principles set out in the cited authorities.
45. The Claimant submitted that he is entitled to service pay and compensation for unfair termination as set out in section 49 of the [Employment Act](#), both amounting to Kshs. 4,153,128/=.
46. In conclusion, the Claimant submitted that he has proved his case on a balance of probabilities and urged this Honourable Court to enter judgment in his favour and award him costs of the suit.

### **Respondent's written submissions**

47. The Respondent relied on the Court of Appeal case of *Naima Khamis V Oxford University Press (E.A) Ltd* [2017] KECA 480 (KLR) where the court stated that section 43(1) of the [Employment Act](#) mandates that an employer must justify the reason for terminating an employee; failure to do so renders the termination unfair. Additionally, under section 45(2)(c), a fair procedure must be followed during termination. Therefore, a dismissal may be deemed unfair either substantively, where no valid reason is provided, or procedurally, where the proper steps, such as giving the employee a chance to be heard, are not followed in accordance with the contract or legal requirements.
48. The Respondent submitted that the Claimant's termination was justified and lawful. The Respondent argued that the Respondent issued a Notice to Show Cause on 16<sup>th</sup> August 2023, citing a breach of section 44(4)(c) of the [Employment Act](#) by the Claimant for willful neglect and improper performance of duty. The charge stemmed from a six-hour breakdown of the JTA Boiler ID fan at Jamji Factory on 9<sup>th</sup> August 2023. The Respondent relied on a factory inspection report dated 16<sup>th</sup> May 2023, which had flagged the issue, alleging the Claimant failed to act within the intervening period. Based on this, the Respondent held a genuine belief that the Claimant's inaction directly caused the downtime and proceeded to terminate his employment. The Respondent relied on the case of *Kenya Power & Lighting Company Limited V Aggrey Lukorito Wasike* [2017] KECA 446 (KLR), where the Court of Appeal held that the test under section 43 of the [Employment Act](#) is partly subjective, requiring only that the employer prove the reasons they genuinely believed existed at the time of dismissal. Courts should not expect employers to conduct a forensic-level investigation before terminating an employee, as long as there is a reasonable and honest belief behind the decision.
49. The Respondent submitted that the Claimant, as Maintenance Manager, failed to take corrective action after a 16<sup>th</sup> May 2023 report flagged abnormal vibrations in the JTA Boiler ID fan, which later broke down on 9<sup>th</sup> August 2023, causing 6 hours of downtime. During the disciplinary hearing on 5<sup>th</sup> September 2023, the Claimant acknowledged delays in addressing the issue.
50. The Respondent submits that this negligence breached the Claimant's contractual duties. It further asserts that the Claimant's response to the 17<sup>th</sup> August 2023 Notice to Show Cause failed to directly address the specific incident. The Respondent relied on sections 107 and 109 of the [Evidence Act](#), where it discharged its burden of proof and had a valid reason for termination, while the Claimant failed to prove that corrective measures were taken.
51. The Respondent contended that the Claimant's termination met both substantive and procedural fairness standards under sections 43 and 45 of the [Employment Act](#), citing *George Musamali V G4S*



Security Services Kenya Ltd(supra), the Respondent argues that the Claimant was informed of the allegations, primarily wilful neglect of duty under section 44(4)(c) of the *Employment Act*, and given an opportunity to respond during a disciplinary hearing convened in line with due process. Additional charges were communicated through a second Notice to Show Cause, and the Claimant exercised his right to attend the hearing with a representative, aligning with principles in Anthony Mkala Chitavi V Malindi Water & Sewerage Co. Ltd(supra). The Respondent submits that these steps justify the summary dismissal.

52. The Respondent submitted that the Claimant’s prayer for a declaration of unfair termination lacks merit and should be dismissed. The Respondent cited the case of D.K. Njagi Marete V Teachers Service Commission [2013] KEELRC 575 (KLR), the Respondent emphasizes proportionality in awarding remedies and argues that compensatory awards serve to redress economic injury, not to punish employers. In Alfred Githinji V Mumias Sugar Co. Ltd [1996] KECA 207 (KLR) and CMC Aviation V Mohammed Noor [2015] KECA 775 (KLR), where the courts held that only salary in lieu of notice is appropriate, especially where contracts are terminable with minimal notice. The Respondent also relied on Elijah Kipkoros Tonui V Opticians [2014] KEELRC 715 to argue that service pay is not applicable due to NSSF contributions.
53. For costs, the Respondent relied on the case of Jasbir Singh Rai V Tarlochan Singh Rai [2014] eKLR, and urge the Court to exercise its discretion under section 12(4) of the *Employment and Labour Relations Court Act* to award costs in their favour, submitting that both substantive and procedural fairness were observed and the claim should be dismissed in full.

### **Analysis and determination**

54. The court has considered the pleadings by both parties, rival submissions by both counsels; the issues for determination are as follows:
  - i. Whether the Respondent followed due process in terminating the Claimant
  - ii. If (i) above is in the negative, whether the Claimant is entitled to the relief sought
  - iii. Who should bear costs of the suit?
55. In Walter Ogal Anuro V Teachers Service Commission [2013] KEELRC 386 (KLR) the court stated as follows:

“..... for a termination to pass the fairness test, it must be shown that there was not only substantive justification for the termination but also procedural fairness.”
56. In Echwa V Kenya Airports Authority [2024] KECA 828 (KLR), the Court of Appeal cited the case of Ndugu Transport Company Limited V Sewe [2024] KECA 127 (KLR), where the court held that the question of whether or not a termination is unfair is dependent on whether or not an employer has adhered to the twin requirements of due procedure and substantive justification.
57. The Claimant was charged by the Respondent for negligence of duty. He was the Maintenance Manager who was responsible for management of the mechanical workshop and garage workshop to ensure high standards of machinery and fleet maintenance are achieved. This was from 24<sup>th</sup> May 2023. The Claimant was issued a notice to show cause letter dated 16<sup>th</sup> August 2023 for failure to repair JTA Boiler ID for over 6 hours. The contention was that even in May 2023 an inspection report had been written showing abnormality on the Boiler and Claimant had not taken any corrective measure for all those months.



58. The Claimant's response was that the regular maintenance was done in the required standards including months of May, June and July 2023. He says as the boiler was being repaired on 8<sup>th</sup> and 9<sup>th</sup> August 2023 one line of the boiler was still operating. He says the six hour breakdown was not just breakdown but was a result of work that needed to be done on the boiler.
59. The Claimant was issued another Notice dated 25<sup>th</sup> August 2023 about broken fleets of vehicles.
60. The Claimant responded by his letter dated 28<sup>th</sup> August 2023 and said he had received requisitions for the broken vehicles and was waiting for action from the Procurement Department. Some machines he said were beyond repair. The Claimant was then invited to a Disciplinary hearing which took place on 5<sup>th</sup> September 2023. He was informed to have his witness present at the hearing.
61. He said the colleague was not allowed to make any representation; Claimant after the hearing was dismissed on 20<sup>th</sup> September 2023 and he appealed the dismissal. The appeal was dismissed on 9<sup>th</sup> October 2023.
62. The Court finds the reasons given by the Respondent for dismissing the Claimant were reasonable. Claimant was in charge of maintaining the boilers and fleet and yet he neglected to do so and hence the boilers broke down for 6 hours. The machines and vehicles were also not repaired and yet the Claimant was not proactive in performing his duty as per his role in the job description "to manage the mechanical workshop and garage workshop and to ensure high standards of machinery and fleet maintenance were maintained."
63. The reasons given pass the test for a valid reason as provided in Section 45(1) and (2) of the [Employment Act](#). The same states as follows-
- “(1) No employer shall terminate the employment of an employee unfairly.”
  - (2) 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.
64. In the case of Kenya Power & Lighting Company Limited V Aggrey Lukorito Wasike [2017] eKLR, where the Court of Appeal held that the test under Section 43 of the [Employment Act](#) is a partly subjective one in that all an employer is required to prove are the reasons that the employer' genuinely believed to exist, causing him to terminate the employee's contract of service and, 'it is improper for a court to expect that an employer would have to undertake a near forensic examination of facts...."
65. Court is also as well persuaded by case of Antony Mkala Chitavi v Malindi Water and Sewerage Company Limited [2013] eKLR (Supra): - "The ingredients of procedural fairness as I understand it within the Kenyan situation is that the employer should inform the employee as to what charges the



employer is contemplating using to dismiss the employee. This gives a concomitant statutory right to be informed to the employee.

Secondly, it would follow naturally that if an employee has a right to be informed of the charges he has a right to a proper opportunity to prepare and to be heard and to present a defense/state his case in person, writing or through a representative or shop floor union representative if possible.

Thirdly, if it is a case of summary dismissal, there is an obligation on the employer to hear and consider any representation by the employee before making the decision to dismiss or give other sanction.”

66. Having established the Respondent had valid reasons of terminating the Claimant they informed the Claimant of the same by two Notices to show cause. After he responded to the same and they were not satisfactory he was invited to a disciplinary hearing as mandated in Section 41 of the Employment Act. Section 4(1) of Employment Act states 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.”

67. The disciplinary hearing took place on 5<sup>th</sup> September 2023 and the Claimant participated fully in the hearing. He was in the presence of Bernard Rono his representative. Both of them signed the minutes.

68. The court is therefore convinced the Respondent complied with the requirements set out in the case of Walter Ogal Onuro -vs- Teachers Service Commission Cause No. 955 of 2011 where the court stated “for termination to pass the fairness test it ought to be shown that there was not only substantive justification for the termination but also procedural fairness.”

69. The court having perused the pleadings and the viva voce evidence of the respective parties and the submissions and case laws the court is convinced the Claimant was lawfully and procedurally terminated from his employment. His claim is therefore dismissed.

70. Each party will meet their costs of the suit.

71. The Claimant to be given his certificate of service within 30 days.

Orders Accordingly.

**DATED, SIGNED AND DELIVERED VIRTUALLY AT NAKURU THIS 4<sup>TH</sup> DAY OF JULY, 2025.**

**ANNA NGIBUINI MWAURE**

**JUDGE**

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 15<sup>th</sup> March 2020 and subsequent directions of 21<sup>st</sup> 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 has 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.

A signed copy will be availed to each party upon payment of Court fees.

