



**Digital Security Services Limited v Angatia (Appeal E168 of 2024)  
[2025] KEELRC 2378 (KLR) (8 August 2025) (Ruling)**

Neutral citation: [2025] KEELRC 2378 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MOMBASA  
APPEAL E168 OF 2024  
M MBARŪ, J  
AUGUST 8, 2025**

**BETWEEN  
DIGITAL SECURITY SERVICES LIMITED ..... APPELLANT  
AND  
IBRAHIM MOI ANGATIA ..... RESPONDENT**

**RULING**

1. The respondent, Ibrahim Moi Angatia, filed an application dated 8 July 2025 seeking to have the judgment herein delivered on 30 June 2025 be reviewed, varied, and there be a correction of an error apparent on the face of the record.
2. The application is supported by the affidavit of the respondent because, in the judgment, the court failed to make a finding on the claim for house allowances, which matter is still pending determination. The same should be allowed to meet the ends of justice.
3. The respondent avers that, in the judgment, the appeal related to a claim dated 21 June 2023, where the court held there was unfair termination of employment and the court awarded terminal dues and damages. However, the award of house allowance was omitted.
4. There is an error, a mistake that is apparent on the face of the record, which should be rectified with a review of the judgment and award the claimed house allowance.
5. In reply, the appellant filed Grounds of Opposition on the basis that the application should be dismissed with costs. There is no error in the judgment as alleged. If the respondent is aggrieved by the judgment, there is a right of appeal.
6. Indeed, under Rule 68, 74 and 75 of the Employment and Labour Relations Court (Procedure) Rules, the court is allowed to review, vary and correct any errors in the judgment or ruling to meet the ends of justice.



7. The applicant herein is seeking that the judgment herein failed to make a pronouncement on the issue of house allowance that is still pending determination.
8. In the judgment herein, the court considered the record and took into account the claim before the trial court, but left out the issue of the house allowances under clause (e) of the Memorandum of claim. The summary should have reflected and related to the following matters:
  - a. salary arrears February 2022 ksh.13,572.90
  - b. salary arrears March 2022 Ksh.13,572.90
  - c. payment in lieu of notice Ksh.13,572.90
  - d. payment in lieu of annual leave June 2018 – March 2022 63 days x 522.08 per day Ksh.32,888.18
  - e. underpaid house allowance June 2018 – March 2022 46 months x 15% x 13,572.90 total Ksh.93,653.01
  - f. Underpayment May 2018 – March 2022 Ksh.13,522.90 – 7,000 x 47 months Ksh. 308,926.30.
9. On this basis, under page 4/5 of the judgment, each claim is considered with a finding.
10. The finding is that there was underpayment of Ksh. 7,000 to the due wage per the Wage Orders at Ksh. 13,572.90.  
This is the basic wage under the Wage Orders.
11. The 15% house allowance is due to bring the gross wage up to the required level.
12. The 15% of the basic pay gives a house allowance at Ksh. 2,035.95 per month.
13. However, the accruing house allowance is a monthly provision which ought to be claimed within the provisions of section 90 of the *Employment Act* as a continuing injury. On the claim and findings that there was an unfair termination of employment provision for the house allowance, which should have been factored.  
For 12 months, the underpaid house allowance is Ksh. 24,431.22.
14. Accordingly, judgment delivered on 30 June 2025 shall be reviewed to include the amount of Ksh.24,431.22 for house allowance. Application dated 8 July 2025 is allowed to this extent only.

**DELIVERED IN OPEN COURT AT MOMBASA THIS 8 DAY OF AUGUST 2025.**

**M. MBARŪ**

**JUDGE**

In the presence of:

Court Assistant: Japhet

..... and .....

