



**Kidero & 7 others v Shurie & 2 others (Cause 893 of 2017)  
[2024] KEELRC 539 (KLR) (8 March 2024) (Judgment)**

Neutral citation: [2024] KEELRC 539 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE 893 OF 2017  
SC RUTTO, J  
MARCH 8, 2024**

**BETWEEN**

**LUCY AKINYI KIDERO & 7 OTHERS ..... CLAIMANT**

**AND**

**MOHAMMED MOULID SHURIE ..... 1<sup>ST</sup> RESPONDENT**

**WATER RESOURCES MANAGEMENT AUTHORITY ..... 2<sup>ND</sup> RESPONDENT**

**ATTORNEY GENERAL ..... 3<sup>RD</sup> RESPONDENT**

**JUDGMENT**

1. The Claimants aver through their joint Memorandum of Claim dated 28<sup>th</sup> April 2017, that they were all employees of the 2<sup>nd</sup> Respondent, having been employed on diverse dates. They aver that when the 1<sup>st</sup> Respondent took over management of the 2<sup>nd</sup> Respondent, he terminated their employment contracts and directed them to stay away promising to address their status. The Claimants contend that to date, this has not happened.
2. According to the Claimants, their termination from employment was purely intended to employ their colleagues who are related to top bosses within the management level and Board members in a manner they perceive as totally unfair and open nepotism.
3. It is on account off the foregoing that each of the Claimants has sought an order of reinstatement, payment of salary and expenses for three months and in the alternative, compensatory damages.
4. The Claim did not go unopposed. Through a joint Memorandum of Response dated 27<sup>th</sup> June 2017, the 1<sup>st</sup> and 2<sup>nd</sup> Respondents aver that at no time has the 1<sup>st</sup> Respondent single-handedly undertaken management and control of the 2<sup>nd</sup> Respondent or made a unilateral decision against the Claimants as he acts on the decisions arrived at in the Board meetings. The Respondents further aver that the 2<sup>nd</sup> Respondent adheres to the laid out procedures and upholds professionalism in carrying out its daily



duties and in its decision-making. That further, the Respondents do not advocate for nepotism. To this end, it is contended that the Claimants' assertions are aimed at tarnishing the image and reputation of the Respondents.

5. The Respondents further aver that the termination of the Claimants' employment was lawful and in accordance with the applicable provisions of the *Employment Act*.
6. Against this background, the Respondents have asked the Court to dismiss the Claim with costs.
7. Both parties called oral evidence during the hearing which proceeded on diverse dates.

### **Claimant's Case**

8. The 2<sup>nd</sup> Claimant, Mr. Baron Otieno Oluoch testified as CW1 on behalf of the other Claimants. To this end, he sought to rely on the Letter of Authority to Act dated 7<sup>th</sup> July 2022 and sought the Court's leave to have his name substituted in the place of the 1<sup>st</sup> Claimant, Lucy Akinyi Kidero. The said leave was granted by consent.
9. Mr. Otieno proceeded to adopt his Affidavit sworn on 2<sup>nd</sup> May 2017, to constitute his evidence in chief. He further produced the documents filed alongside the Memorandum of Claim as the Claimants' exhibits before Court.
10. It was Mr Otieno's testimony that sometime in July 25, 2016, he received a letter of appointment to the position of Surface Water Officer and was to be based at Mombasa Sub-Regional Office, scale 6, with a monthly gross salary of Kshs 86,000/=.
11. He reported for duty on July 27, 2016, and was issued with a reporting letter dated July 11, 2016, signed by the Chief Human Resource Officer, Mr. Festus Riungu.
12. Mr. Otieno averred that he performed his duties diligently without any problems until when a new Chief Executive Officer (CEO), Mr. Mohamed Moulid Shurie reported on August 1, 2016, and replaced the former CEO. Subsequently, on August 29, 2016, he received a text message from his head of station, Mr. Munyao which read as follows:

“I am reliably informed that you should not continue to report to the office until your issues are sorted out. I do suggest that you consult the headquarters for further directions”.
13. According to Mr. Otieno, he continued reporting to work and trying to contact the Chief Human Resources Officer, Mr. Festus Riungu for directions. He never responded and by August 31, 2016, he gave up and travelled to Nairobi to pursue the matter, which is outstanding to date.
14. He further stated that when he got the offer of employment with the 2<sup>nd</sup> Respondent, he made urgent arrangements to relocate from Maseno to Mombasa to take up the job. During the period, he spent Kshs 700/= on fare and lunch daily. Further, he had a monthly rent of Kshs 10,000/= monthly Electricity and water for Kshs 4000/= per month.
15. Mr. Otieno further stated that when he was given an offer of employment by the 2<sup>nd</sup> Respondent, it came with the legitimate expectation that he was henceforth employed, and as a result, he would be able to provide for his family and take care of his expenses, including those monies borrowed in order to settle at Mombasa and work and earn a living.
16. It was his testimony that he currently lives from hand to mouth begging with the hope that one day, he will receive a call from his head of station or the 2<sup>nd</sup> Respondent's CEO.



17. Mr. Otieno further stated that he has since learnt and confirmed to be true, that those colleagues who have been employed were not ordinary people. Among them was Nasimiyu Busolo Charity, who was employed as a Supplies Chain Management Officer. She is a daughter to Soulo Busolo, a Governing Board member at the 2<sup>nd</sup> Respondent.
18. Similarly, a colleague by the name, Nganga Doreen Wairimu, was employed as a Human Resource Assistant. She is the wife to the firstborn son of Agnes Shonko a member of the 2<sup>nd</sup> Respondent's Governing Board.
19. Mr. Otieno further stated that employment was offered to Karanja Evans Mugambi who was employed as an Accountant. He is a brother-in-law to Francis Mutua Mboya a member of the 2<sup>nd</sup> Respondent's Governing Board.
20. He further named Toroitich Evans Kimutai who was employed as a Laboratory Technologist, a nephew to Hon Boaz Kaino a Director at the 2<sup>nd</sup> Respondent.
21. That further, Kivetu John Muindi was employed as a Clerical Officer and is the son to the driver of the 2<sup>nd</sup> Respondent's Governing Board Chairman Hon. Peter L. Kiilu. And further, Kiplagat Wycliffe employed as an ICT officer, is a nephew to Hon. Boaz Kaino a Director at the 2<sup>nd</sup> Respondent.
22. That he also confirmed that Muteti Scholastica, wife to Hon. Peter L. N Kiilu's brother, was also considered as a Records Management Officer.
23. In Mr. Otieno's view, this is clear discrimination and open nepotism which is outlawed by Article 10 of *the Constitution*.

### **Respondents' Case**

24. The Respondents called oral evidence through Mr. Festus Riungu who testified as RW1. He identified himself as the Respondent's Chief Human Resources Officer. Similarly, Mr. Riungu adopted his witness statement to constitute his evidence in chief. He proceeded to produce the documents filed on behalf of the Respondents as exhibits before Court.
25. It was Mr. Riungu's evidence that the 2<sup>nd</sup> Respondent employed the Claimants in different capacities. He further averred that the Claimants' employment contracts stipulate that they were from 1<sup>st</sup> June 2016 to 30<sup>th</sup> July 2016 and their duties and responsibilities specified.
26. Mr. Riungu stated without prejudice to the foregoing averment, that the Claimants' employment was undertaken under unclear circumstances, as there are no documents on how the same was done.
27. He further averred that the Claimants were reporting to different Personnel as laid out in their employment contracts and appointment of the 1<sup>st</sup> Respondent as the Chief Executive Officer could not be the reason behind their performance as he could not directly interfere with their duties.
28. He further averred that none of the Claimants' supervisors or the Human Resource Department instructed either of the Claimants not to report to work on diverse dates as alleged nor were they directed to follow up on getting their employment.
29. Mr. Riungu maintained that the Claimants' employment contracts clearly stipulated the employment period and when it was coming to an end, and no extension thereof was ever sought or issued by the 2<sup>nd</sup> Respondent.



30. According to Mr. Riungu, the Respondents are strangers to the allegations that the Claimants had to relocate from different towns to the respective towns where they were stationed. He further denies the allegations of the monies spent on fare and lunch. He invited the Claimants to strict proof thereof.
31. Similarly, the Respondents are strangers to the allegations by the Claimants on the monthly rent they paid as well as the monthly electricity each one has claimed to have paid. He put them to strict proof.
32. It was his evidence that all the Claimants' salary was inclusive of their house allowance, commuter allowance and other allowances.
33. Mr. Riungu further denied the Claimants' allegations that their colleagues have been employed by the 2<sup>nd</sup> Respondent without being subjected to any interview process.
34. He further denied the claims of nepotism and contended that no Board member has a relative as alleged and in case any has ever been recruited, it was done on merit following due procedure.
35. Mr. Riungu maintained that the Respondents have been in compliance with the Circular from the Chief of Staff, which prevents the hiring of new staff unless it was for replacement of staff, and which has no financial implications on the 2<sup>nd</sup> Respondent.
36. He further averred that the Respondents have not breached any Articles of the Constitution as alleged by the Claimants as their employment lapsed by virtue of the employment contracts.
37. In the same vein, he denied breach of the legitimate expectations of the Claimants as the contract period for which they had been engaged lapsed hence their employment relationship with the 2<sup>nd</sup> Respondent came to an end. He thus denied that the Respondents terminated the Claimants' employment.
38. In Mr. Riungu's view, there are no pending payments owed to the Claimants and as such, none of them contacted the 2<sup>nd</sup> Respondent's Chief Human Resource Manager seeking payments as alleged.
39. He further denied that there is no recruitment undertaken by the 1<sup>st</sup> Respondent and that any member of staff currently in employment was either absorbed after internship or successful completion of probation periods having been recruited before the 1<sup>st</sup> Respondent assumed office within the organization, pursuant to the circular dated 26<sup>th</sup> February 2016.
40. Mr. Riungu opined that this claim is an attempt at using this Honorable Court to extort public funds from the 2<sup>nd</sup> Respondent.

### **Submissions**

41. It was the Claimants' submission that their termination from employment was in breach of the provisions of Section 41 of the Employment Act, read with Sections 43 (1) and (2) of the said Act.
42. The Claimants further submitted that Section 41 is couched in mandatory terms hence where an employer fails to follow these mandatory provisions, whatever outcome of the process is bound to be unfair. On this score, they posited that they were not given a hearing, and no explanation was given as to why their contracts were being terminated.
43. Referencing the case of Kenfreight (EA) Limited v Benson K. Ngugi (2016) eKLR, the Claimants submitted that an employee must be informed of the reasons for termination which must be valid, legal, and must be within the tenets of the rules of Natural Justice. It was the Claimants' further submission that the reason for termination of their employment was not a valid or fair reason nor was fair procedure followed in accordance with section 45(2) of the Employment Act, 2007.



44. In further support of the Claimants' submissions, the case of *Mary Chemweno Kiptui v Kenya Pipeline Company Limited* (2014 eKLR) was cited.
45. On the part of the Respondents, it was submitted that the Claimants failed to discharge the evidential burden to prove that their employment was regularly undertaken in clear circumstances, in line with the 2<sup>nd</sup> Respondent's Human Resource Manual, as well as the principles underlined in Article 232 of *the Constitution*. In the same breath, the Respondents posited that the Claimants did not present any shred of evidence, such as the 2<sup>nd</sup> Respondent's advertisement for vacant positions, their applications, or the proceedings of the interviews, to substantiate that their employment was regular.
46. It was the Respondents' further submission that the manner in which the Claimants' employments were undertaken represents a major breach of the internal procedures of the 2<sup>nd</sup> Respondent's Human Resource Policy, the Treasury Circular dated 26<sup>th</sup> February 2016, the Mwongozo guidelines on the governance of state corporations, the *Water Act*, and the Constitutional provisions of leadership, integrity, and governance by the previous management authority of the 2<sup>nd</sup> Respondents before the inception of the 1<sup>st</sup> Respondents as CEO.
47. The Respondents stated in further submission that all the Claimants save for Baron Otieno Oluoch, whose employment term was from 1<sup>st</sup> June 2016 to August 2016, were employed from 1<sup>st</sup> June 2016 to 30<sup>th</sup> July 2016. Maintaining the same line of argument, the Respondents submitted that the Claimants were employed under fixed-term contracts, which automatically expired due to the passage of time.
48. The Respondents thus argued that the claims made to the effect that the Claimants' contracts were unfairly terminated, as outlined in the Memorandum of Claim, have no basis and should be dismissed.
49. It was further posited that the Claimants misconstrued Clauses 6 and 7 of the 2<sup>nd</sup> Respondent's letters of appointment, failing to appreciate that these sections are standard clauses that do not confer permanent employment status.
50. In further submission, the Respondents maintained that the Claimants were not terminated but their contracts of employment lapsed because of effluxion of time and thus there was no contract to terminate contrary to their allegations. In support of this position, reliance was placed on the case of *Amatsi Water Services Company v Francis Shire Chachi* (2018) eKLR.
51. The Respondents further submitted that fixed term contracts carry no rights, obligations, or expectations beyond the date of expiry. To buttress this argument, the Respondents made reference to the case of the *Registered Trustees De La Salle Brothers T/A St. Mary Boy's Secondary School v Julius D. M Bani* (2017) eKLR and the *Registered Trustees of the Presbyterian Church of East Africa & another v Ruth Gathoni Ngotho – Kariuki* (2017) eKLR.
52. The Respondents stated in further submission that there is no recruitment undertaken by the 1<sup>st</sup> Respondent and that any members of staff currently in employment were either absorbed after internship or successful completion of probation periods having been recruited before the 1<sup>st</sup> Respondent assumed office within the organization.

### **Analysis and Determination**

53. Having considered the pleadings by both parties, the evidence, as well as the rival submissions, the following issues stand out for determination:
  - i. On what terms were the Claimants engaged?



- ii. Whether the Claimants were unfairly and unlawfully terminated from employment;
- iii. Whether the Claimants are entitled to the reliefs sought?

### **Terms of engagement**

54. It is the Respondents' case that the Claimants were engaged on fixed term contracts hence their contracts of employment lapsed on account of effluxion of time. It is worth pointing out that the Claimants did not submit on this issue.

55. In light of the Respondents' contention, I have considered the Claimants' contracts of employment and specifically Clause 3, which provides as follows:

“Date of this Appointment  
June 1, 2016 to July 30, 2016”

56. It is worth noting that this date of appointment was standard for the 1<sup>st</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> Claimants. In this regard, the 2<sup>nd</sup> and 7<sup>th</sup> Claimants' contract of employment indicate at Clause 3, that the date of appointment was June 1 2016 to August 2016.

57. Besides the aforesaid distinction in the dates of appointment, the rest of the clauses in the Claimants' contracts of employment are similarly worded.

58. What can be discerned from the clause containing the Claimant's date of appointment is that the same infers that the contracts of employment were for a fixed period hence were fixed term in nature.

59. All would have been well were it not for the subsequent clauses of the same contracts of employment. Case in point is Clause 6 which provides as follows:

“Probation  
You will be placed on probation for six (6) months from the date of your reporting which may be extended by the Board for not more than three (3) months and be confirmed on permanent terms after satisfactory performance from your supervisor.”

60. And further, Clause 7 which states:

“Type of Employment and Duration  
You will serve on permanent and pensionable terms of service after successful service of probation.”

61. Evidently, the foregoing Clauses 6 and 7 are in direct conflict with Clause 3 of the Claimants' contracts of employment. Here is why. Whereas Clause 3 envisages a fixed-term appointment, Clauses 6 and 7 envisage an open-ended contract of employment subject to successful completion of probation.

62. The nature of a fixed-term contract is that it binds the parties for the term stated in the contract hence such a contract automatically lapses by effluxion of time. Differently expressed, the lifespan of the contract is already predetermined. It has a start and an end date.

63. On the other hand, an open-ended contract has no fixed term and runs from month to month. Therefore, such a contract is terminable according to the termination clause thereunder or Section 35(c) of the *Employment Act*, as the case may be. In this case, the notice period stipulated under Clause 20 of the Claimants' contracts of employment was three (3) months.



64. It is also worth pointing out that in such a contract, an employee is protected against unfair termination of employment and in case of termination, the same has to be undertaken procedurally in compliance with the provisions of Sections 41,43 and 45 of the *Employment Act*.
65. Having drawn the distinction between a fixed-term contract and an open-ended contract, it is evident that the same are governed by different regimes.
66. This being the case, I am led to question whether the Claimants' contracts of employment were fixed-term in nature or open-ended.
67. Indeed, it is not surprising that the parties have taken different positions with respect to the manner in which they perceive the said contracts of employment. As expected, each party has taken the position that favours their case.
68. I find it worth mentioning that the parties have not addressed the apparent conflicting positions regarding the contracts of employment herein.
69. No doubt, the apparent contradiction in the Claimants' contracts of employment has created an ambiguity as it is not clear whether their engagement was for a fixed term or open-ended.
70. This being the case, I have to resort to the rules of interpretation of contracts.
71. Under the contra proferentem rule, an ambiguity in a contract is to be construed unfavourably to the drafter [Black's Law Dictionary, 10<sup>th</sup> ed., p. 401].
72. Section 9(2) of the *Employment Act* imposes an obligation on the employer to draw up a contract of service stating the particulars of employment. It thus follows that the contracts of employment herein were drafted by the 2<sup>nd</sup> Respondent in its capacity as the employer.
73. Applying the rule of contra proferentem herein, it goes without saying that any ambiguity in the contracts of employment should be construed against the Respondents.
74. I am fortified by the determination of the Court (Radido J) in the case of *Mwangi Ngumo v Kenya Institute of Management* [2012] eKLR where the learned Judge reckoned as follows: -
- “...I do agree with the Claimant that any ambiguities in the contract should be construed against the party who drew the contract and that party is the respondent. This is what has been construed as the contra proferentem rule and which was applied in the case of *Horne Coupar v Velletta & Co.* 2010 BCSC 483 relied on by the Claimant.”
75. Accordingly, I am inclined to find that the parties were not in a fixed-term contract but rather, were in an open-ended contract. Therefore, termination of the Claimants' employment was subject to Sections 41, 43 and 45 of the *Employment Act* as opposed to being time bound.
76. That said, I now turn to consider whether the termination of the Claimants from employment was fair and unlawful within the meaning of Sections 41,43 and 45 of the *Employment Act*.

### **Unfair and unlawful termination?**

77. At the outset, it is worth noting that the Claimants' letters of termination were not exhibited before Court. Be that as it may, it can be inferred from the record herein, that the employment relationship came to an end. Whereas the Claimants averred that they were verbally informed not to report to work, the Respondents contended that the Claimants' appointment ended by effluxion of time. Either way,



the employment relationship was terminated. The question thus, is whether the same was within the confines of the *Employment Act*.

78. In support of the Claimants' case, Mr. Otieno exhibited before Court the following text message, which he claims was sent to him by his head of station, Mr. Munyao:

“I am reliably informed that you should not continue to report to the office until your issues are sorted out. I do suggest that you consult the Hq for further directions. Am sorry for this but hope it will be sorted out amicably.

Good night.”

79. Pursuant to Section 43(1) of the *Employment Act*, an employer is required to prove the reasons for which it terminated an employee's employment, and in default, such termination is deemed to be unfair. Further, Section 45 (2) of the *Employment Act*, provides that a termination of employment is unfair if the employer fails to prove that the reason for the termination is valid, fair and relates to the employee's conduct, capacity or compatibility; or based on its operational requirements.

80. In this case, the Respondents did not table any reason for the Claimants' termination. As stated herein, the Respondent's stand on the matter was that the Claimants were on fixed term contracts and that their contracts had lapsed. As I have found to the contrary, it follows that the Respondents were bound to prove the reasons for the Claimants' termination and demonstrate that the same were fair, valid and related to their conduct, capacity or compatibility; or based on its operational requirements.

81. As it is, the 2<sup>nd</sup> Respondent did not satisfy these requirements hence the Claimants' termination was unfair for want of reasons.

82. The 2<sup>nd</sup> Respondent was further required to prove that the termination of the Claimants' employment was in accordance with fair procedure. Section 45 (2) (c) of the *Employment Act* provides as much.

83. Connected to this, Section 41(1) elaborates what entails a fair procedure. In this regard, an employer is required to notify an employee of the intended termination, in a language he or she understands and in the presence of another employee or a shop floor union representative.

84. In this case, there was no evidence that the Claimants were notified of any reasons that may have led to the termination of their employment contracts. Similarly, there was no evidence to suggest that the 2<sup>nd</sup> Respondent gave the Claimants an opportunity to tender their defences against the allegations if any, prior to such termination.

85. This being the case, it is apparent that the Claimants' termination from employment was unfair for want of procedure.

86. The Respondents have further questioned the manner in which the Claimants were recruited. In this regard, the Respondents have submitted that the manner in which the Claimants were employed, represents a major breach of the internal procedures of the 2<sup>nd</sup> Respondent's Human Resource Policy, the Treasury Circular dated 26<sup>th</sup> February 2016, the Mwangozo guidelines on the governance of state corporations, the *Water Act*, and the Constitutional provisions of leadership, integrity, and governance.

87. Granted, if that was the case, why did the Respondents fail to notify the Claimants as much and undertake termination of their respective contracts of employment in a procedural manner?



88. To this end, I arrive at the inescapable conclusion that there were no reasons to justify the termination of the Claimants' contracts of employment, and in addition, the termination was undertaken unprocedurally.
89. The net effect of the foregoing is that the Claimant's termination from employment was unfair and unlawful as it fell below the legal parameters stipulated under Sections 41, 43(1) and 45(2) of the Act.

### **Reliefs**

90. Having found that the termination of the Claimants from employment was unfair and unlawful, the Court awards each Claimant three (3) months' salary in lieu of notice in accordance with Clause 20 of their respective contracts of employment.
91. In addition, the Claimants are awarded compensatory damages being equivalent to three (3) months of the gross salary payable. This award is informed by several factors; first is the length of the employment relationship, second is the fact that the Claimants' contracts of employment were terminated unceremoniously and unprocedurally so. Third, from the wording of the Claimants' contracts of employment, it is apparent that they were led to believe that they had secured employment on permanent and pensionable terms. This was not to be as they were terminated barely one month into the employment. Therefore, it can very well be said that the Respondents breached the Claimants' legitimate expectation.

### **Orders**

92. It is against this background that I enter Judgment in favour of the Claimants against the 2<sup>nd</sup> Respondent as follows:

#### 1<sup>st</sup> Claimant

- a. Three (3) month's salary in lieu of notice being Kshs 258,000.00
- b. Compensatory damages in the sum of Kshs 258,000.00 which sum is equivalent to three (3) months of her gross salary.
- c. The total award is Kshs 516,000.00.
- d. Interest on the amount in (c) at court rates from the date of Judgment until payment in full.

#### 2<sup>nd</sup> Claimant

- a. Three (3) month's salary in lieu of notice being Kshs 258,000.00.
- b. Compensatory damages in the sum of Kshs 258,000.00 which sum is equivalent to three (3) months of his gross salary.
- c. The total award is Kshs 516,000.00.
- d. Interest on the amount in (c) at court rates from the date of Judgment until payment in full.

#### 3<sup>rd</sup> Claimant

- a. Three (3) month's salary in lieu of notice being Kshs 165,000.00.



- b. Compensatory damages in the sum of Kshs 165,000.00 which sum is equivalent to three (3) months of his gross salary.
- c. The total award is Kshs 330,000.00.
- d. Interest on the amount in (c) at court rates from the date of Judgment until payment in full.

4<sup>th</sup> Claimant

- a. Three (3) month's salary in lieu of notice being Kshs 129,000.00.
- b. Compensatory damages in the sum of Kshs 129,000.00 which sum is equivalent to three (3) months of his gross salary.
- c. The total award is Kshs 258,000.00.
- d. Interest on the amount in (c) at court rates from the date of Judgment until payment in full.

5<sup>th</sup> Claimant

- a. Three (3) month's salary in lieu of notice being Kshs 129,000.00.
- b. Compensatory damages in the sum of Kshs 129,000.00 which sum is equivalent to three (3) months of his gross salary.
- c. The total award is Kshs 258,000.00.
- d. Interest on the amount in (e) at court rates from the date of Judgment until payment in full.

6<sup>th</sup> Claimant

- a. Three (3) month's salary in lieu of notice being Kshs 174,000.00.
- b. Compensatory damages in the sum of Kshs 174,000.00 which sum is equivalent to three (3) months of his gross salary.
- c. The total award is Kshs 348,000.00.
- d. Interest on the amount in (c) at court rates from the date of Judgment until payment in full.

7<sup>th</sup> Claimant

- a. Three (3) month's salary in lieu of notice being Kshs 88,500.00.
- b. Compensatory damages in the sum of Kshs 88,500.00 which sum is equivalent to three (3) months of his gross salary.
- c. The total award is Kshs 177,000.00.
- d. Interest on the amount in (c) at court rates from the date of Judgment until payment in full.

8<sup>th</sup> Claimant

- a. Three (3) month's salary in lieu of notice being Kshs 88,500.00.



- b. Compensatory damages in the sum of Kshs 88,500.00 which sum is equivalent to three (3) months of her gross salary.
- c. The total award is Kshs 177,000.00.
- d. Interest on the amount in (c) at court rates from the date of Judgment until payment in full.

93. The Respondents shall bear the costs of the suit.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 8<sup>TH</sup> DAY OF MARCH, 2024.**

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**STELLA RUTTO**

**JUDGE**

In the presence of:

For the Claimants Mr. Ochieng instructed by Mr. Jaoko

For the Respondents Ms. Mbithe instructed by Mr. Garat

Court Assistant Millicent Kibet

**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 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**

