



**Sichenje v Computer Revolution Africa Limited (Cause
2068 of 2016) [2024] KEELRC 888 (KLR) (24 April 2024) (Ruling)**

Neutral citation: [2024] KEELRC 888 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 2068 OF 2016
L NDOLO, J
APRIL 24, 2024**

BETWEEN

PATRICK NGALA SICHENJE CLAIMANT

AND

COMPUTER REVOLUTION AFRICA LIMITED RESPONDENT

RULING

1. On 28th September 2023, I delivered judgment in favour of the Claimant in the sum of Kshs 172,481 plus costs and interest.
2. Subsequent to the judgment, the Respondent filed a Notice of Motion dated 24th January 2024, seeking leave to pay the decretal sum together with interest to Safaricom Sacco Limited.
3. The Motion is supported by an affidavit sworn by the Respondent's Managing Director, Freshia Githua and is based on the grounds that:
 - a. During his employment with the Respondent, the Claimant was a member of Safaricom Sacco Limited (member number 004442) from which he had obtained a loan facility secured by his payslip;
 - b. Prior to being advanced the said loan, the Claimant had given irrevocable instructions permitting the Respondent to have his terminal dues utilised to meet his loan balance;
 - c. The Claimant filed the suit herein claiming unlawful termination and by a judgment delivered on 28th September 2023, an award was made in his favour to the tune of Kshs 172,481 together with interest and costs of the suit;
 - d. It is apparent that the Claimant failed to service and defaulted on his Sacco loan. As a consequence, Safaricom Sacco Limited, through a letter dated 24th October 2023, requested



the Respondent to effect deductions in the payroll with effect from October 2023, in order to reduce the risk and exposure to guarantors;

- e. The Respondent is under an obligation to effect deductions from monies it is holding on behalf of the Claimant in favour of Safaricom Sacco, in accordance with the terms and conditions of the loan facility executed between the Sacco and the Claimant;
 - f. By a letter dated 31st October 2023, the Respondent sought the Claimant's concurrence to forward the decretal sum to the Sacco but the Claimant declined, by his email dated 3rd November 2023;
 - g. In the circumstances, it is imperative that the Court formally permits the payment of the decretal sum to Safaricom Sacco Limited;
 - h. It is in the interest of justice that the application be allowed.
4. The Claimant opposes the application by his replying affidavit sworn on 24th January 2024.
 5. The Claimant points out that Safaricom Sacco is not a party to this suit. He depones that he is struggling, in his own way, to repay the loan which he took from the Sacco. He adds that the said loan was fully guaranteed and that the Sacco has the right to sue him in case of default.
 6. The Claimant denies having given Safaricom Sacco Limited irrevocable instructions to access his terminal dues.
 7. In his written submissions dated 20th February 2024, the Claimant states that the Court has no jurisdiction to deal with the issue of the outstanding loan owed by him to Safaricom Sacco Limited; first, because the Sacco was not a party to the suit and second, because there was no employment relationship between the Claimant and the Sacco.
 8. Looking at the documents filed by the parties, it is evident that the Sacco loan owed by the Claimant to Safaricom Sacco Limited was not part of his employment relationship with the Respondent. The decretal sum arising from the said employment cannot therefore be assigned to liquidate the outstanding loan.
 9. The Respondent's application dated 24th January 2024 is therefore declined with costs to the Claimant.
 10. Orders accordingly.

DELIVERED VIRTUALLY AT NAIROBI THIS 24TH DAY APRIL 2024

LINNET NDOLO

JUDGE

Appearance:

Mr. Khalwale for the Claimant

Mr. Thuita for the Respondent

