



**Maubi v Rural Electrification and Renewable Energy Corporation (Cause E672 of 2022) [2024] KEELRC 2848 (KLR) (15 November 2024) (Judgment)**

Neutral citation: [2024] KEELRC 2848 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E672 OF 2022  
SC RUTTO, J  
NOVEMBER 15, 2024**

**BETWEEN**

**COLLINS MAUBI ..... CLAIMANT**

**AND**

**RURAL ELECTRIFICATION AND RENEWABLE ENERGY  
CORPORATION ..... RESPONDENT**

**JUDGMENT**

1. Through a Memorandum of Claim which was amended on 3<sup>rd</sup> October 2022, the Claimant avers that he was employed by the Respondent through a letter of appointment dated 4<sup>th</sup> August 2016 and was confirmed on 4<sup>th</sup> August 2016. That he was working as an Accountant 1 REA 6 and owing to a restructure of the Respondent, he was redesignated to the position of Senior Accountant REA 6 vide a letter dated 27<sup>th</sup> June 2017.
2. It is apparent from the record that the employment relationship started to go downhill when the Claimant was issued with a Notice to Show Cause on 3<sup>rd</sup> August 2022. Subsequently, the Claimant was sent on suspension and following a disciplinary hearing which was conducted on 2<sup>nd</sup> September 2022, he was issued with a letter summarily dismissing him from employment with effect from 6<sup>th</sup> September 2022. It is the Claimant's case that his suspension and dismissal from employment was skewed, unfair, unprocedural, illegal and designed to vex him. Against this background, the Claimant prays for judgment against the Respondent as follows:
  - a. A declaration that the Respondent's Decision to terminate the Claimant's Employment was/is illegal, malicious and unprocedural, in blatant breach of the Respondent's Human Resource Policy and Procedure Manual, 2019, Articles 25 (c), 47, 48, 50 and 232 of *the Constitution* of Kenya and Section 45 of the *Employment Act* and attendant provisions and as such amounts to unfair labour practices.



- b. A declaration that the Respondent is in breach of contract of the employment between itself and the Claimant and the Respondent's Human Resource Policy and Procedures Manual, 2019.
  - c. An order of Certiorari does hereby issue to bring to the Court for the purposes of Quashing the Respondents decision summarily dismissing the Claimant from his Employment communicated vide the Letter dated the 6<sup>th</sup> day of September, 2022.
  - d. An order compelling the Respondent to Reinstate the Claimant to the position of Senior Accountant REA 6.
  - e. Compensation for violation of the Claimant's rights under Article 25. 47, 48 and 50 of the Constitution.
  - f. Compensation for illegal, malicious, unfair and unprocedural termination of employment and violation of rights and fundamental freedoms under article Articles 25 (c). 47, 48, 50 and 232 of the Constitution of Kenya and Section 45 of the Employment Act and attendant provisions
  - g. Salary arrears to be tabulated from the date of Termination to the date of Reinstatement to the position of Senior Accountant REA 6.
  - h. Alternatively, 12 months gross salary being damages for unfair sum dismissal.
  - i. Service pay.
  - j. Costs of suit and interests thereto from the date of filing of the claim.
  - k. Any other award that the court may deem fit.
3. Through a Memorandum of Response dated 18<sup>th</sup> September 2023, the Respondent contends that it had valid reasons and followed due procedure in conducting the disciplinary process against the Claimant. Consequently, the Respondent holds that the Claimant is not entitled to the reliefs sought and prays that the Claim herein be dismissed with costs.
4. During the trial, which took place on diverse dates, both parties called oral evidence.

#### **Claimant's Case**

- 5. The Claimant who testified in support of his case, started by adopting his witness statement as well as the list and bundle of documents filed on his behalf to constitute his evidence in chief.
- 6. It was the Claimant's evidence that his mandate entailed checking and confirming that all documents required are duly attached and signed by the relevant department prior to any payments to a service provider being made.
- 7. That he solely relied on the documents presented to him by the survey department for processing of any payments. That this would mean that it was the duty of the survey department to ensure that works are completed or goods delivered before issuing of completion certificate and subsequent payments made.
- 8. The Claimant averred that on 3<sup>rd</sup> August 2022, he was served with a Notice to Show Cause where it was alleged that he checked and cleared irregular payment invoices together with payments for certificates of survey for projects that did not exist amounting to Kshs 430,000,000/= which was revealed vide an internal Audit Report dated 20<sup>th</sup> July 2022. He was given seven (7) days to respond to the allegations. He was further issued with a suspension letter dated 3<sup>rd</sup> August 2022.



9. He proceeded to tender a reply to the Notice to Show Cause wherein he requested to be heard. His response was received by the Respondent on the same day. His Advocates also submitted an additional response dated 1<sup>st</sup> September 2022.
10. In his response to the Notice to Show Cause, he categorically denied the allegations set out and reiterated his roles which fell outside the responsibilities so breached.
11. He further reiterated that he had no means to rectify illegal, fraudulent or forged documents presented to him as this is duly allocated to the survey department which counter-checks the works done or goods delivered against the service contract before issuance of the Completion Certificate.
12. Through a letter dated the 30<sup>th</sup> day of August 2022, he was invited for a disciplinary hearing slated for 2<sup>nd</sup> September 2022.
13. He honoured the summons and appeared before the Respondent's Board on the 2<sup>nd</sup> of September 2022 albeit on short notice and despite having not been provided with the evidentiary material that the Board intended to rely upon as the letter inviting him for the disciplinary proceedings had indicated.
14. The Claimant further stated that at the disciplinary hearing, he was never presented with any evidentiary documents, investigation report(s) and or the impugned audit report of 20<sup>th</sup> July 2022 forming the basis of the allegations by the Corporation that preceded his suspension and eventual summary dismissal.
15. It was the Claimant's contention that the Respondent did not have any proof to support their allegations.
16. That despite incessant pleas on the unprocedural nature of the events, the Respondent went ahead and issued a summary dismissal letter dated 6<sup>th</sup> September 2022.
17. The Claimant contended that from the Respondent's Human Resource Policy and Procedure Manual (HR Manual), the disciplinary proceedings against him should have been within the mandate of the CEO and not the Board.
18. According to the Claimant, it is demonstrative of bias, ill will and utter malice for the Board to have sat on his disciplinary proceedings in the first instance, reach at an adverse decision and yet again demand that he subjects his appeal to them within 42 days.
19. In the Claimant's view, his suspension and dismissal was actuated by malice and a keen desire to injure his reputation and his career in the most callous manner.

### **Respondent's Case**

20. The Respondent called oral evidence through Mr. Hassan Al Haji Yusuf Abubakar and Ms. Sophia Githuku who testified as RW1 and RW2 respectively. Mr. Hassan who was the first to go, identified himself as the Respondent's General Manager, Internal Audit.
21. Similarly, he adopted his witness statement to constitute his evidence in chief. He further produced all the documents filed on behalf of the Respondent as exhibits before Court.
22. It was RW1's evidence that sometime in August 2022, the Respondent's Internal Audit Directorate reviewed payments made by the Respondent from January 2022 to July 2022 to three companies, namely: - Universal Land Services, Geospatial Engineering and Theodore Surveys.



23. The internal audit revealed that payments to the tune of Kshs. 430 million were made to the three survey companies for survey projects that did not exist.
24. It was his testimony that all projects undertaken by the Respondent are given reference numbers in its SAP system. That the reference number is quoted on the payment documents such as invoices and payment certificates.
25. That the internal audit revealed that the reference numbers provided in the payment documents being the invoices and the payment certificates did not exist in the SAP system. A review of the payment documents further revealed that the Claimant had checked the irregular payment vouchers.
26. Ms. Sophia Githuku who testified as RW2, identified herself as the Respondent's General Manager, Human Resource & Administration. Equally, she adopted her witness statement to constitute her evidence in chief and proceeded to produce all the documents filed on behalf of the Respondent as exhibits before Court.
27. It was RW2's testimony that she was aware that the General Manager of the Respondent's Internal Audit Directorate reviewed payments made from January 2022 to July 2022 to three companies (Universal Land Services, Geospatial Engineering and Theodore Surveys). That the internal audit revealed that the Respondent had lost amounts to the tune of Kshs. 430 million which payments were made for survey projects that did not exist.
28. It was her evidence that the Respondent considered that the Claimant had negligently performed his duties in that he checked and cleared irregular payment invoices together with payment certificates of survey for projects that did not exist and instituted disciplinary proceedings against him.
29. That by a letter dated 3<sup>rd</sup> August 2022, the Claimant was suspended from duty pending completion of the disciplinary proceedings in line with the HR Manual.
30. He was also issued with a Notice to Show Cause dated 3<sup>rd</sup> August 2022 inviting him to respond to the allegations against him within seven (7) days of the letter. The Claimant provided a response to the allegations on 8<sup>th</sup> August 2022.
31. By a letter dated 30<sup>th</sup> August 2022, the Respondent invited the Claimant to a disciplinary hearing to be held on 2<sup>nd</sup> September 2022. He was also informed that he could pick any documents he required for the hearing from the Acting CEO's office.
32. The Claimant responded to the invitation to the disciplinary hearing through his advocates by a letter dated 1<sup>st</sup> September 2022.
33. RW2 averred that the Claimant was provided with sufficient information to respond to the allegations against him. She is aware that he did not request for additional documents in his response to the show cause letter dated 8<sup>th</sup> August 2022 or in his advocate's letter dated 1<sup>st</sup> September 2022.
34. According to RW2 it is not correct that the hearing was held on short notice. On this issue, she averred that the Claimant was aware of the allegations against him since 3<sup>rd</sup> August 2022 until 2<sup>nd</sup> September 2022 when the disciplinary hearing was held.
35. That owing to the gravity of the matter, the disciplinary hearing for all the employees implicated in the loss of the Respondent's funds was heard by the Board. She denied the Claimant's assertions that the decision to have the Claimant be heard by the Board in the first instance was motivated by malice.
36. RW2 further stated that the Claimant attended the disciplinary hearing and made oral representations on the allegations raised in the show cause letter.



37. The Respondent's Board considered the Claimant's representations and the evidence before it and concluded that he had negligently performed his duties.
38. The Claimant was informed of the Respondent's decision by a letter dated 6<sup>th</sup> September 2022 that the disciplinary committee had recommended his dismissal based on factors stated therein.
39. The Claimant was also informed that his terminal dues would be computed and remitted when he completed the formal clearance procedure.
40. In RW2's view, the Respondent had reasonable cause to take out disciplinary proceedings against the Claimant and the termination was lawful, fair and justifiable.
41. She further averred that the Respondent has lost trust in the ability of the Claimant to undertake his duties and the remedy of reinstatement is thus not tenable in the circumstances.
42. According to her, the Claimant is not entitled to the orders sought.

### **Submissions**

43. Following the hearing, both parties filed submissions which I have considered. On his part, the Claimant submitted that the Respondent has not discharged the burden in proving that he failed to perform his duty to the required standard or that he contravened Section 44 of the *Employment Act* warranting summary dismissal.
44. The Claimant further submitted that the Respondent's disciplinary procedure was unfair. In further submission, the Claimant argued that the doctrine of due process encompasses the right to be treated fairly, efficiently and effectively in the administration of justice. In support of the Claimant's submissions, reference was made to the cases of Anthony Mkala Chitavi v Malindi Water and Sewerage Company Limited (2013) eKLR and Walter Ogal Anuro v Teachers Service Commission (2013) eKLR.
45. The Claimant further posited that the Respondent conducted a haste disciplinary process disregarding statutory procedures and its HR Manual to dismiss him.
46. The Respondent on the other hand submitted that the Claimant's employment was lawfully terminated for a fundamental breach of his duties. That as a professional in the accounting field, the Claimant had a duty of care to the Respondent to provide his services to the standard of a reasonably competent member of the profession.
47. According to the Respondent, the Claimant's conduct was manifestly negligent and incompatible with the fundamental terms of his employment bearing in mind his role was in the accounting department. That as a result of the Claimant's actions, there was an irretrievable breakdown of trust that is essential in an employer-employee relationship. In support of the Respondent's submissions, the Court was invited to consider the cases of Judicial Service Commission vs Gladys Boss Shollei & another (2014) eKLR, Lucy Nyambura Mbugua vs The Avenue Group (2019) eKLR and Robert Kenga & another vs Ocean Sports Resort (2015) eKLR.
48. Placing reliance on the case of Kenya Revenue Authority vs Reuwel Waitthaka Gitahi & 2 others (2019) eKLR, the Respondent further posited that it had discharged the burden of proving that the termination was fair and for valid reasons.
49. The Respondent further submitted that due process was followed. To this end, it made reference to the case of Bett Francis Barngetuny & another vs Teachers Service Commission & another (2015) eKLR.



## **Analysis and Determination**

50. Arising from the pleadings by both parties, the evidentiary material on record, as well as the rival submissions, the following issues stand out for determination: -
- i. Whether the Respondent has proved that there was a valid and fair reason to terminate the employment of the Claimant;
  - ii. Whether the Claimant was taken through a fair process prior to termination; and
  - iii. Is the Claimant entitled to the reliefs sought?

### **Valid and fair reason for termination?**

51. The Claimant herein was terminated on grounds that he failed to execute his responsibilities as a Senior Accountant occasioning loss to the Respondent by failing to identify the internal control gaps, implementing the internal control systems, ensuring risk based processes, detecting and reporting fraud as outlined in the Respondent's finance policy.
52. It was further noted that the Claimant checked and cleared payments based on forged documents and he ought to have instituted a process of ensuring authenticity of documents presented for payment. That further, the Claimant posted the documents in the system committing the Respondent's funds for projects that did not exist and based on his explanation, the Respondent would have continued to loose funds indefinitely.
53. Pursuant to Section 43(1) of the *Employment Act* (Act) the Respondent was required to prove the reasons for termination. In default, the termination of the Claimant's employment would be deemed to be unfair. Worthy to note is that under Section 45 (2) (a) and (b) of the Act, the reasons for the termination of employment ought to be valid, fair and related to the employee's conduct, capacity or compatibility; or based on the operational requirements of the employer.
54. That said, it is apparent that in this case, the reason cited for the termination of the Claimant's employment related to his conduct. Thus, the question that begs an answer is whether the said reasons were fair and valid.
55. The Respondent's case is that the internal audit undertaken revealed that payments to the tune of Kshs 430 million were made to three survey companies (Universal Land Services, Geospatial Engineering and Theodore Surveys) for survey projects that did not exist. In this regard, the Claimant was accused of having checked and cleared the irregular payment invoices together with the payment certificates of survey projects that did not exist.
56. On his part, the Claimant stated that his role entailed checking and confirming that all documents required are duly attached and signed by the relevant department prior to any payments to a service provider being made. That in the discharge of his duties, he solely relied on the documents presented to him by the survey department for processing. According to the Claimant, it was the duty of the survey department to ensure that works are completed or goods delivered before issuance of a completion certificate and subsequent payment.
57. In support of its case, the Respondent exhibited a copy of a spreadsheet showing the schedule of payments with respect to the projects in question. What stands out from the said spreadsheet is that almost all the payment entries originated from one Ibrahim Ongeru while the Claimant's name appears as the one who released the payments.



58. Cross-examined, the Claimant testified that he would confirm the project number from the system then proceed to verify the documents uploaded by the procurement department. In this regard, he confirmed that the said Ibrahim Ongeru was assigned to the Respondent's Survey Department. Notably, the said Ibrahim Ongeru signed the Route Survey Certificate of Completion as a Surveyor. Therefore, this confirms that he was not in the procurement department hence was not authorized to originate the payments.
59. Needless to say, the foregoing was a red flag which should have signaled the Claimant to halt further processing of payments. However, it is evident from the record that he proceeded and approved the payments despite the glaring anomaly that the same had not originated from the authorized officer in the procurement department.
60. In as much as the Claimant contended that the payments he cleared were accompanied by all the supporting documents, the system told another story as the payment entries originated from an unauthorized officer.
61. In view of the foregoing, I am led to conclude that in approving and clearing the payments in question, the Claimant did not exercise the level of care reasonably expected of him as a Senior Accountant.
62. The total sum of my consideration is that the Respondent has proved to the requisite standard that the Claimant was negligent in the performance of his duties and as such, it had a valid and fair reason to summarily dismiss him from its employment.

#### **Fair process?**

63. In terms of Section 45 (2) (c) of the Act, an employer is required to prove that it terminated an employee's employment in accordance with a process that is fair. The specific requirements of a fair process are encapsulated under Section 41 of the Act.
64. In this case, the Claimant has raised several issues regarding the process he was subjected to prior to termination of his employment.
65. First, the Claimant has averred that he had a right of appeal before the Board which was the same body that heard and determined his disciplinary case. According to the Claimant, disciplinary matters for employees serving in grades REREC 6 to REREC 10 ought to be handled by the CEO whilst those in grades REREC 1 to REREC 5 are under the purview of the Board. It is his contention that he was in grade REREC 6.
66. In support of his case, the Claimant exhibited a copy of a letter dated 27<sup>th</sup> June 2017 which indicates that he was redesignated to Senior Accountant grade REA 6.
67. The Respondent's HR Manual provides under Clause 13.5.2 that; "The CEO shall handle and determine disciplinary matters of members of employees out of the purview of the Board who are in grades REREC 6 to REREC 10 as guided in the disciplinary procedure. Appeals from these cases shall lie with the Board or Appeals Committee..."
68. In this case, it is common ground that the Claimant's case was heard and determined by the Respondent's Board. Therefore, this meant that the Claimant's right to appeal had been stifled as he had no avenue to ventilate his appeal.
69. Interestingly, the Claimant was advised in the letter of summary dismissal that he had a right to appeal to the Board within 42 days. This was absurd noting that it is the same Board that had heard his



- disciplinary case and determined that he be dismissed from employment. Hence, I cannot help but question what other Board the Claimant was being advised to appeal to.
70. Suffice to say, the Claimant's right to appeal under the Respondent's HR Manual was violated.
  71. Second, the Claimant has contended that the Respondent did not give him the evidentiary material the Board intended to rely on. In particular, the Claimant cites the internal audit report and the payment vouchers in question.
  72. It is notable that the Notice to Show Cause dated 3<sup>rd</sup> August 2022 made reference to an Internal Audit Report dated 20<sup>th</sup> July 2022. Be that as it may, the Respondent did not avail the said report to the Claimant. Further, the Respondent did not give any plausible reasons for its refusal to furnish the Claimant with the said report. In any event, it is that same report that was the basis for the disciplinary action against the Claimant. As such, one wonders why the Respondent would withhold the same without any justifiable reason.
  73. On this issue, I agree with the determination by the Court (Ndolo J) in the case of Rebecca Ann Maina & 2 others vs Jomo Kenyatta University of Agriculture and Technology [2014] eKLR, that the employee is entitled to documents in the possession of the employer which would assist them in preparing their defence.
  74. In light of the foregoing, I cannot help but conclude that failure by the Respondent to furnish the Claimant with the relevant documentary evidence to allow him mount his defence, impaired his right to a fair hearing.
  75. Third, the Claimant has averred that he was not given adequate notice to attend the disciplinary hearing.
  76. The record bears that the Claimant was invited through a letter dated 30<sup>th</sup> August 2022, to attend a disciplinary hearing which was scheduled for 3<sup>rd</sup> August 2022. Essentially, this was a two days notice. According to the Claimant, this was not adequate notice to allow him prepare and present his case.
  77. One of the guiding principles under Clause 13.7.1 of the Respondent's HR Manual, is that an officer must be allowed adequate opportunity to prepare and present his case.
  78. The Court of Appeal in considering the issue of the adequacy of the notice period in the case Nebert Mandala Ombajo vs Institute of Certified Public Accountants of Kenya (ICPAK), Nakuru Civil Appeal No. 62 of 2018, reckoned that disciplinary proceedings are a grave matter for an employee as the consequences may be catastrophic to the employee's life. The learned Judges of Appeal proceeded to hold that in that case, the complaints against the employee were serious, and there is no doubt that he needed sufficient time to prepare psychologically, and if need be, get the best advice that he could.
  79. Similarly, in this case, I do not doubt the Claimant's assertions that the timeframe given, was not adequate to allow him prepare sufficiently for the disciplinary hearing. Indeed, it is highly probable that this impaired his defence and his level of preparedness for the disciplinary hearing. This is further considering the gravity of the offences leveled against the Claimant and the implication on his career.
  80. In any event, the Respondent stood to suffer no prejudice by allowing the Claimant sufficient time to prepare for the disciplinary hearing. It is therefore not clear why he could not be accorded sufficient time as required under the Respondent's HR Manual.
  81. The Claimant has further taken issue with the wording of the Notice to Show Cause, the suspension letter and the letter inviting him to the disciplinary hearing. According to the Claimant, he was being invited to a predetermined hearing.



82. With respect to this, it is notable that the Notice to Show Cause and the suspension letter both dated 3<sup>rd</sup> August 2022, carry the following expression:
- “The Corporation finds you in contravention of the Employment Act 2007 clause 44 (g)...”
83. Further the letter inviting him to the disciplinary hearing, reads in part:
- “The Board’s Human Resource Committee during its meeting held on 30<sup>th</sup> August 2022, deliberated on your response. It is the opinion of the Committee that as the Senior Finance Officer, you neglected to implement and adhere to the Finance policy which requires officers of your calibre..... It was noted that you usurped the role of the supply chain department in releasing Service Purchase Orders.....as a result, your neglect of duty has occasioned a loss of more than ....”
84. My interpretation of the foregoing expressions by the Respondent is that the Claimant’s summary dismissal was already predetermined and that the disciplinary hearing scheduled for 2<sup>nd</sup> September 2022 was merely cosmetic and aimed at fulfilling the requirements of procedure.
85. In as much as the Respondent issued the Claimant with a Notice to Show Cause, and invited him to tender his response thereto and granted him an opportunity to appear for a disciplinary hearing, that did not automatically amount to a fair hearing.
86. It is my considered view that the entire disciplinary process ought to embody the elements of a fair hearing such as prior and adequate notice, comprehensive particulars of the allegations in question, grant of a request for an adjournment where sufficient grounds are advanced, and right to access information, materials, and evidence to be relied upon by the employer in arriving at its decision.
87. Against this backdrop, I arrive at the irresistible conclusion that the Respondent failed to comply with the requirements of procedural fairness as envisaged under Section 41 of the Act, in effecting the Claimant’s termination. In the end, the Claimant was not subjected to a process that was fair.

### **Reliefs?**

88. The Claimant has prayed for an order of reinstatement and payment of salary arrears tabulated from the date of termination to the date of reinstatement. This relief is declined for the reason that the Court has found that the Respondent has proved to the requisite standard that there was a valid and fair reason to cause termination of the Claimant’s employment.
89. Further, it is worth pointing out that under Section 49(4) of the Act, the Court in assessing the nature of appropriate relief to award an employee who was unfairly dismissed, is mandated to consider among other factors, the circumstances in which the termination took place, including the extent, if any, to which the employee caused or contributed to the termination.
90. Considering the circumstances of this case, it follows that an award of reinstatement is untenable.
91. As the Court has found that the termination of the Claimant’s employment although for a fair and valid reason was unprocedural, the Court will award him compensatory damages equivalent to three (3) months of his last salary.
92. The claim for service pay is declined as the Claimant’s letter of appointment confirms that he was a member of a pension scheme. Therefore, this places him within the ambit of the exclusions under Section 35(6) (a) of the Act.



## Orders

93. The total sum of my consideration is that Judgment is entered in favour of the Claimant against the Respondent as follows:
- a. A declaration that the termination of the Claimant's employment was procedurally unfair.
  - b. The Claimant is awarded compensatory damages in the sum of Kshs 497,100.00 which sum is equivalent to three (3) months of his gross salary.
  - c. Interest shall apply on the amount in (b) at court rates from the date of Judgment until payment in full.
  - d. The Claimant shall also have the costs of the suit.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 15<sup>TH</sup> DAY OF NOVEMBER 2024.**

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**STELLA RUTTO**

**JUDGE**

In the presence of:

For the Claimant Mr. Odhiambo instructed by Mr. Shadrack Wambui

For the Respondent Ms. Saina instructed by Mr. Makori

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**

