



**Cosmas v Kenya Maritime Authority (Cause E012 of 2024)
[2024] KEELRC 13554 (KLR) (18 December 2024) (Judgment)**

Neutral citation: [2024] KEELRC 13554 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MOMBASA
CAUSE E012 OF 2024
M MBARŪ, J
DECEMBER 18, 2024**

BETWEEN

CHEROP KIPLAGAT COSMAS CLAIMANT

AND

KENYA MARITIME AUTHORITY RESPONDENT

JUDGMENT

1. The claimant is a male adult. The respondent is a state corporation established under the [Kenya Maritime Authority Act](#). The respondent employed the claimant as a finance and administration manager and later de-designated as head of corporate support services on 3 October 2008.
2. On 22 May 2015, the claimant was appointed acting director general during the respondent's director general position vacancy. The claimant served in the acting position from 22 May 2015 to 9 March 2018, when he resumed his substantive position and upon the appointment of a substantive director general.
3. During the claimant's acting period, he was entitled under clause 4.4 of the respondent's Human Resources and Procedures Manual (HR Manual) to an acting allowance of 20 per cent of his basic salary. He was only paid an acting allowance of 15 per cent of his basic salary. The claim is the outstanding amount in acting allowance of Ksh.752, 912.50
4. The claim is also that on 31 January 2020, the respondent deployed the claimant to the joint operation centre in Manda Island to ensure enforcement of the law within the Kenyan maritime zone. His terms and conditions of employment remained the same. The deployment was from 1 February 2020 to 8 June 2020. While working at Manda Island, the claimant had to commute daily by boat and car from Lamu Island, where he worked. The respondent failed to reimburse the expenses incurred in the amount of Ksh.256, 000 for boat travel and Ksh.386, 000 for taxis.



5. Under clause 7.8 of the HR Manual, the claimant is entitled to a taxi and hardship allowance of Ksh.225, 000, due under clause 4.8.
6. The claimant also claims telephone and airtime allowances from August 2020 for 43 months at ksh.344, 000. There is a claim for house/home data airtime from August 2020 for 43 months at Ksh.215, 000. These payments are due under clause 4.17 of the HR Manual.
7. The claim is that the respondent has refused to pay the claimant his annual (Anniversary) increments for over three years. Such increments are due under clause 3.5 of the HR manual.
8. The respondent suspended the claimant through a letter dated 16 June 2020, effective 10 June 2020, under the *Anti-Corruption and Economic Crimes Act* and the HR manual. According to the suspension letter, the claimant was entitled to half of the basic salary with full allowances and medical benefits. However, the half salary amounting to Ksh.150, 000 still needs to be paid for July and August 2023.
9. The claimant has been on suspension for over 4 years without being subjected to any disciplinary process. The continued withholding of the due salaries is unlawful and in breach of contract. The claimant has suffered loss and damage and claims the following;
10.
 - a. Unpaid salary for July and August Ksh.150,000;
 - b. Unpaid data airtime allowance Ksh.215,000;
 - c. Unpaid telephone airtime Ksh.344,000;
 - d. Unpaid house/home data allowance Ksh.215,000;
 - e. Unpaid acting allowance Ksh.752,912.50;
 - f. Unpaid hardship allowance Ksh.225,000;
 - g. Unpaid anniversary salary increment Ksh.540,000;
 - h. Outstanding ICPAK annual subscription Ksh.22,000;
 - i. Unpaid boat hire for 128 days Ksh.256,000;
 - j. Unpaid car hire Ksh.384,000; and
 - k. Costs of the suit and interests.
11. The claimant testified in support of his case that upon employment by the respondent, he worked diligently and was appointed acting managing director. He served under the acting position but was underpaid the due allowances.
12. Currently, the claimant is on suspension under half salary from 10 June 2020 following investigations by the ODPP under the EACC Case No. 3 of 2020 that is ongoing.
13. Upon cross-examination, the claimant testified that he had filed High Court Petition No.35 of 2020 (Mombasa) which was dismissed and the matter is pending before the Court of Appeal. His claims are for unpaid allowances while on suspension.
14. The claimant was deployed to Lamu and had a daily subsistence allowance (DSA) but was not paid the due hardship allowance. Under the PSC HR policy, there is the payment of hardship allowance while on duty at Lamu.



15. The claimant testified that as the acting director general, the human resources function was under his control. He was entitled to an annual salary increment from the year 2017. His anniversary date was October 2018 based on the respondent's grading structure at KMA2. He had no ceiling as alleged by the respondent. The salary paid was Ksh.245, 500 which stops at Ksh.449, 500.
16. The claimant testified that through a letter dated 31 January 2020, the respondent deployed him to Manda Island where he was forced to travel from Mombasa and back and surrender vouchers and imprests. He was only paid for the first imprest of Ksh.378, 000 through his bank account. He had his air ticket to Lamu paid one-way and an imprest of Ksh.195, 300. He submitted all the payment vouchers to the respondent. He would be paid against the submitted documents.
17. In February 2020 the net salary paid was Ksh.162, 003.33 and the payment on 22 February 2020 was not for the due salary. He was paid ksh.283, 500 for work-related duties, DSA. He advised the respondent to change the salary payment account and for two (2) months, his salary was not paid. Salary pay point advice through Bandari Sacco was issued on 16 August 2019 and later he changed to Primetime Sacco Ltd. However, the respondent ceased communication with Bandari Sacco which affected the payment of salaries. For July and August 2023, no salary was paid and the alleged payments to KCB account 000112004300360 are not the claimant's account. The beneficiary noted as Cosmas K. Cherop is not the claimant. His correct account is o1120043003601.
From July 2020 he was not issued with pay slips.
18. The claimant testified that his annual subscriptions for ICPAK were not paid. This is a benefit under the HR policy but the respondent failed to pay the professional fees. The practice was for the claimant to provide the details but while on suspension, the respondent refused to make payments.
19. In response, the respondent admitted that on 22 May 2015, the claimant was appointed the acting director general with effect from 23 May 2015. He served until 9 March 2018. Under the KMA HR policies, the 2014 acting allowance was set at 15 per cent of the basic salary. The KMA HR Policy, 2014 was in place until 21 July 2017 when the KMA Board resolved to adopt the HR Policy, 2017 under which the acting allowance was enhanced from 15 to 20 per cent of the basic salary.
20. The claimant wrote to the director general on 26 March 2018 indicating that he had been underpaid acting allowance for 7 months and 8 days, which was occasioned by the application of a 15 per cent basic salary instead of 20 per cent. He sought to be paid the balance of Ksh.136, 350, which was approved. The claimant was paid these arrears with his salary for April 2018.
21. The claimant was deployed to the joint operation centre in Manda on 31 January 2020, effective 6 February 2020. The claimant chose to stay in Lamu. While deployed in Manda, the claimant was paid a DSA to compensate him for all the direct and indirect expenses. He continued to receive his commuter allowance.
22. During travel assignments, the respondent took care of travel expenses from the place of residence (home) to the airport/bus or rail terminus to the hotel and vice versa. The only travelling expense refundable to the claimant was an expense incurred while travelling from his home to the airport, rail or bus terminus to the hotel or other residential place in Manda and vice versa, where a taxi procured by the respondent was not available.
23. The claimant's workstation is in Mombasa. His assignment to Lamu was a short-term deployment and not a transfer. He was not eligible for hardship allowance since this is only payable to officers who have been permanently transferred to a hardship area. He was therefore not eligible for a hardship allowance.



24. On 16 June 2020, the claimant was suspended from duty with effect from 10 June 2020 after he was charged in Mombasa Anti-Corruption Case No. 3 of 2020. Following the suspension, the claimant became entitled to half basic salary, full house allowance and medical allowances under Section 71(3) of the Public Service Act and clause 10.36.8 of the HR policy. The withheld salary, allowances or benefits can only be restored upon termination of the criminal proceedings the claimant is facing.
25. The claimant's salary is informed by a salary structure approved by the SRC. The current structure has ten notches, and once an employee reaches the maximum salary point, the respondent is not able to grant further annual increments until fresh negotiations are held with the approval of the SRC. The claimant is currently at KMA2 and reached the maximum salary point per the SRC scales in October 2017, and the respondent is unable to make further increments.
26. In response, the respondent also stated that through an email dated 16 August 2019, the claimant advised the respondent to remit his salary through Bandari Sacco Limited Account No.01120043003601 held at Co-operative Bank of Kenya, Nkrumah Road with effect from August 2019. The claimant had two outstanding loans with the Bandari Sacco Society. One of the loans was being recovered by check off while the other loan was taken through Sacco's back office.
27. The respondent paid the claimant's salary for July and August 2023 through Bandar Sacco Limited account No.01120043003601 as directed.
28. Through a letter dated 21 September 2023, the claimant directed the respondent to remit his salary through Co-operative Bank of Kenya Limited, Prime Time Sacco Account No.01120045405500. Salary account No. 5040420801 with effect from September 2023.
39. The claimant further directed the respondent to remit his October 2023 salary through account No. 164018389449 held at Equity Bank, Supreme Branch, and Eldoret until further notice.
30. The claim for payment of salaries for July and August 2023 is not due since the respondent has since made payment of Ksh.150, 000 to the claimant.
31. The claimant was suspended from duty under the provisions of Section 62(1) of the *Anti-Corruption and Economic Crimes Act* and the approval of the HR Policy under clause 10.36.8 after he was charged in Mombasa Anti-Corruption Case No.3 of 2020. The case is pending determination and the claims that the respondent is unlawfully withholding salary and allowances is not correct and it had adhered to Section 71(3) of the Public Commission Act and clause 10.36.8 of the HR policy. The salary for July and August 2023 was paid and any other allowances withheld are under the law pending the determination of EACC Case No.3 of 2020 (Mombasa). The claims made should be dismissed with costs.
32. In evidence, the respondent called Henry Mwasaru the human resources manager. He testified that the claimant was deployed on a short-term basis to Lamu on a DSA which was paid. His letter of deployment indicated the DSA to be paid. This was paid through the bank account and there is evidence of the payment vouchers.
33. The claims for boat trips to Lamu are not justified since the claimant was on his commuter allowance.
34. In the claim for an airtime allowance, the policy is that upon suspension, the claimant is on half the basic salary. An airtime allowance is based on duty, which differs from a facilitative allowance while on duty. In this case, the claimant is seeking a facilitative allowance that is not remunerative. Upon resumption of duty, the unpaid allowances will be paid if justified.



35. On the claim for underpayment of acting allowances, the HR Policy provided for acting allowances under the 2006 and 2020 policies. The claimant has relied on an HR policy for 2017, which does not exist. The policy was under review and only approved in June 2020 and became operational in October 2021. This policy domesticated the PSC HR policies.
36. Mwasaru testified that the respondent's employees must be transported to the office and back home on a typical day. Upon the claimant's transfer from Lamu to Manda Island, the claimant was not entitled to boat hire while on transfer. The deployment letter was sent to the Joint Operations Centre at Manda, effective 6 February 2020.
37. The salary for July and August 2023 was fully paid and there is evidence of the payment at Ksh.75,248.15 respectively. The claimant is still an employee of the respondent and is on the payroll. While on suspension, the PSC policy applies. Until cleared under the EACC Mombasa Case No.3 of 2020, the claimant is retained on half salary. Once the criminal case is concluded, the claimant will be paid all his dues.
38. The setting of a salary ceiling is through the government-approved structure for all employees and can only be changed upon SRC communication.
39. Mwasaru testified that on the claim for unpaid salaries, this is paid.
40. The claim for unpaid data, phone, and airtime allowances, will be paid upon conclusion of the criminal case pending in court.
41. The alleged underpayments have since been addressed and the claimant paid in full.
42. Hardship allowance is not due while the claimant had a DSA paid and to claim this allowance, he should refund the DSA.
43. The anniversary claim is not justified since the claimant has reached the ceiling. The claimant applied a pay structure while acting as director general. He was the respondent's accounting officer.
44. The annual subscription to ICPAK is paid to the professional body after the claimant's criminal case is concluded. The claimant has not applied for payment, and no demand letter has been served to the respondent to ICPAK as the beneficiary. If the claimant paid directly, he has not submitted a receipt for a refund.
45. The claim for boat hire is not due since the claimant was on a commuter allowance. While an employee is on DSA, public service policy does not allow him to seek transport allowances on the same day. The DSA is meant to cover all expenses while out on duty; therefore, no care hire expenses are allowed.

Determination

56. It is a common cause that the claimant is still an employee of the respondent. However, he is on suspension following Mombasa Anti-Corruption Case No.3 of 2020 where he was charged. The suspension took effect on 10 June 2020.
The claimant filed his claim on 24 February 2024.
57. His claim is for payment of various allowances, salary increments, annual subscriptions, and boat and car hire while on duty.
58. While employment subsists, an employee is allowed to claim employment benefits save these must abide by the provisions of Section 89 of the *Employment Act* as regards continuing injuries.



59. These claims must therefore be separated from the date of cessation to 24 February 2024. The rationale is, that a continuing injury, unlike a claim upon termination of employment, must be addressed within 12 months from the date of cessation.

Section 89 of the *Employment Act*, 2024 requires that;

Notwithstanding the provisions of section 4 (1) of the *Limitation of Actions Act*, no civil action or proceedings based or arising out of this Act or a contract of service in general shall lie or be instituted unless it is commenced within three years next after the act, neglect or default complained or in the case of continuing injury or damage within twelve months next after the cessation thereof.

60. On the one part, an employment claim must be commenced within 3 years after the act complained of has taken effect. In the second part, in the case of a continuing injury or damage, it must be addressed within 12 months from the date of cessation.

61. The Court of Appeal in the case of *Mary Kitsao Ngowa & 36 Others v Krystalline Limited* [2015] KECA 286 (KLR) defined a continuing injury to include;

... Connotes an injury that continues to happen at the time the claim is lodged and/or ongoing. In the context of an employment relationship, it presumes that the parties are still on a continuous engagement at the time of claim. What comes to mind is where for example, the dispute pertains to an industrial strike and one of the parties has moved court on account of an injury that continues to be suffered during the subsistence of the employment and /or strike. However, in this case, it is not in dispute that at the time the claim was lodged, the employment relationship had already been severed. Indeed, it is the termination that gave rise to the course of action. Any claims arising therefrom could therefore no longer be termed as continuing injury. ...

62. This position is further addressed in the case of *The German School Society & another v Ohany & another* [2023] KECA 894 (KLR) that;

Undeniably, the above provision in peremptory terms bars civil actions or proceedings based or arising out of the *Employment Act* unless the same is commenced within three years next after the act, neglect or default complained of. However, where there is a continuing injury or damage, the action must be brought within twelve months after the cessation thereof. The statutes of limitations are enacted as a matter of public policy to fix a limit within which an action must be brought, or the obligation is presumed to have been paid, and is intended to run against those who are neglectful of their rights, and who fail to use reasonable and proper diligence in the enforcement thereof. The underlying purpose of statutes of limitation is to prevent the unexpected enforcement of stale claims concerning which persons interested have been thrown off their guard by want of prosecution. ...

In this regard, the court defined a continuing injury to mean;

... Continuing wrongs and recurring/ successive wrongs have been applied to service law disputes. “A continuing wrong” refers to a single wrongful act which causes a continuing injury. “Recurring/ successive wrongs” are those which occur periodically, each wrong giving rise to a distinct and separate cause of action.

63. Where an employee suffers such continuing injury, the court went further to state that;

Normally, a belated service related claim will be rejected on the ground of delay and laches or limitation. One of the exceptions to the said rule is cases relating to a continuing



wrong. Where a service related claim is based on a continuing wrong, relief can be granted even if there is a long delay in seeking remedy, with reference to the date on which the continuing wrong commenced, if such continuing wrong creates a continuing source of injury. Borrowing from the excerpts reproduced above and considering that the respondent continued to work under the same circumstances, we find and hold that the breach complained of was of a continuing nature, capable of giving rise to a legal injury which assumes the nature of a continuing wrong. It follows that the appellant's argument that the claims were time barred fails. On the contrary, the said claims fall within the ambit of a continuing wrongs contemplated under section 90.

64. Therefore, an entitlement that arises periodically at monthly or intervals, every month or year an employer fails to settle an employee's benefit, constitutes a new and separate cause of action. Therefore, failure by an employer to settle such a benefit that has accrued over extended but distinct periods constitutes a continuing injury claim by an employee. Ultimately, the employee should lodge his claim within the 12 months required for a continuing injury or damage.
65. The claimant is seeking acting allowances going back to 9 March 2018 when his acting role as director general ceased.
66. The claimant is seeking hardship allowances which accrued with his designation of duty to Manda Island which ended with his suspension through a letter dated 11 June 2020.
67. The claimant is seeking payment of taxi and boat hire allowances while in Lamu and Manda Island which ended with the notice of suspension on 11 June 2020.
68. These being continuing injuries on the job, under the provisions of Section 89 of the [Employment Act](#), upon cessation of the alleged injury and damage, the claimant should have been addressed with the respondent within 12 months of cessation.
69. The claim was only filed on 24 February 2024. This is a period of over 3 years and over the 12 months required for a claim for continuing injury or damage.
70. The claimant admitted that he filed Mombasa High Court Petition 35 of 2020 which was dismissed and there is a matter pending before the Court of Appeal. The details of the nature of claims made before the High Court are not addressed.
71. His claims for unpaid allowances which accrued monthly and were not addressed under the provisions of Section 89 as continuing injuries are time-barred. He cannot urge such cases due from March 2018 to February 2024. Within his employment, he was protected under Section 46(h) of the [Employment Act](#) to claim any continuing injuries within 12 months when they accrued.
72. This addressed, the parties have addressed the application of the PSC HR policies interchangeably with the HR policies of the respondent. The PSC HR policies apply to all public officers and employees of the respondent as correctly submitted by the claimant in the case of Anthony v Communications Authority of Kenya & 3 others Petition E161 of 2021. The HR Policy of the respondent must meet the minimum threshold of the PSC HR policy which has since been domesticated under the HR Policy of June 2020 which took effect in October 2021. This does not negate that the claimant was covered under the PSC HR policy with his employment terms and conditions.
73. The payment of due allowances on an acting role, his deployment, and work duties outside the workstation were regulated under the favourable terms outlined under the PSC HR policy. Save for want of time under the provisions of Section 89 of the [Employment Act](#), the operative policy as of 6 March 2018 was the PSC HR policy.



74. Addressing the specific claims, On the claim for acting allowances, the respondent admitted that following a change of HR policies from the one applicable from 2014 to 2017, the claimant had arrears, which were addressed in his letter to the director general on 26 March 2018. The draft HR Policy, 2017, was only pending board approval and hence not applicable. However, there was payment of the underpaid acting allowance.
75. The payment statement of April 2018 has an additional payment of Ksh.136, 350 being arrears of the acting allowance.
76. On the claim for hardship allowance of Ksh.225, 000 the claimant admitted that his workstation was Mombasa. Under the HR Policy, which is in tandem with the PSC HR Policy, a transfer allowance is payable upon the transfer of the employee from one station to the other while a hardship allowance is paid to an employee stationed in designated hardship areas from time to time, shall be granted hardship allowance based on the guidelines from the government from time to time. To compensate an employee who is out of duty station on official duty, a DSA is paid when an officer travelling on duty and stays overnight away from his permanent station and makes his own arrangements for accommodation, allowance is paid to him at the rates determined by the Government from time to time.
77. In this case, the claimant was deployed to Manda through a letter dated 31 January 2020, effective 6 February 2020. On 16 June 2020, the claimant was suspended from duty.
78. This was a deployment, not a transfer to a new station, to claim a hardship allowance. The DSA paid and compensated the claimant for days out of his man station, Mombasa. To claim a hardship allowance and then benefit from a DSA would negate the principle of being a full-time employee whose station was Mombasa with a deployment to under a project rather than another workstation. While in Manda Island, the claimant retained all his attendant allowances, including commuter allowances.
79. This applies to the boat and car hire claims. The claimant was on a commuter allowance, a monthly remunerative allowance. While out on duty, he earned a DSA. The rationale was that he had to hire a boat and a car to Manda Island, and Lamu was out of choice.
80. Upon receiving a DSA, the claimant had a choice of how to utilize it. Claiming costs for boat and car hire after receiving the DSA would be a double payment.
81. On the annual salary increments, the claimant does not deny that the respondent is a state corporation regulated under the Public Service policies. It is also subject to the SRC mandate in so far as setting public salary structures is concerned. His salary is therefore regulated and not at the behest of the respondent to increase where the SRC set notches and structure has reached the maximum.
82. A review of the claimant's salary beyond the limits set by SRC would negate the SRC mandate under Article 230(4) of *the Constitution* as held in the case of *Okiya Omtatah Okoiti & 3 Others vs. Attorney General & 5 others* [2014] eKLR. This position is reiterated in the case of *Teachers Service Commission (TSC) v Kenya Union of Teachers (KNUT) & 3 others* where the Court of Appeal held that no valid salary or benefit of a state or public officer, as appropriate, shall ensue from a process that ignores the roles of SRC. That;

The Constitution sets out the principles that SRC has to take into account before giving advice on the salaries of public officers. It is also necessary to state that it is only SRC that has the mandate under *the Constitution* to ensure that the total public compensation bill is fiscally sustainable. The advice is guided by set principles; no other Commission is given that mandate; it is only SRC. We agree with counsel for the appellant that the learned Judge erred in his conclusion that the advice by SRC was not binding as the sole statutory mandate of SRC is ensuring fiscal sustainability of state and public



- officers' wage bills. By advising the 1st respondent on the remuneration of its employees, SRC did not interfere with the functional and operational independence of the 1st respondent.
83. In this case, the claimant cannot justify a claim outside the structure allowed by the SRC for application by the respondent. To go beyond the set maximum salary notch would violate *the Constitution*.
 84. On the claim for data airtime and telephone allowances, indeed as Mr Mwasaru for the respondent testified, work allowances can be remunerative or facilitative. Remunerative allowances go with the job and position such as a house allowance. Facilitative allowances are work-based. They go with the job. Remunerative allowances accrue monthly while facilitative allowances are based on what is expended.
 85. The claimant was suspended from duty through a notice dated 11 June 2020. The notice indicated that he would be on half his basic salary and full allowances. Allowances accrue as remunerative or facilitative as outlined above. Upon submissions of expenditures for data airtime, telephone or commuter costs, such are assessed and processed by the employer under the set policy. A blanket claim would negate the essence of facilitative allowances.
 86. Indeed, Mr Mwasaru testified that upon the clearance of the claimant from Mombasa Anti-Corruption case No.3 of 2020, all due allowances will be processed effective 10 June 2020 and paid in full. without placing the claimant at any disadvantage for filing these proceedings, the application of Section 62(1) of the *Anti-Corruption and Economic Crimes Act*, Section 71(3) of the *Public Service Commission Act*, read together with Clause 10.36.8 of the HR Policy, the withholding of the benefits save for half basic pay, house allowance, and medical allowance is lawful.
 87. On the claim for unpaid salary for July and August 2023, the claimant, through his email to the respondent, requested his salary pay point be changed. He does not deny holding an account with Bandari Sacco Limited held in Cooperative Bank of Kenya Limited. He further changed his salary to be paid through Prime Time Sacco and later through Equity Bank Limited. There is evidence of payments to this effect.
 88. The claimant should attend to and regularize his various accounts and allow for tracing his salaries for July and August 2023 if they still need to be paid.
 89. The application of Section 17 of the *Employment Act* considers the employee's wishes and pay points. However, the constant changes from one account to the next for the payment of salaries only conflates issues to the claimant's detriment. Tracing his salary through the various accounts is possible without invoking the judicial process.
 90. The rationale is as stated by the Court of Appeal in the case of *Muiruri & 5 others (Kenya Aircraft Maintenance Personnel Union Represented by its Promoters and Applicants) v Registrar of Trade Unions* [2024] KECA 1188 (KLR) observed that where an employee seeks a matter to be addressed by the employer, this should be done with minimal financial and administrative burden in providing these rights to the employee. In this case, the constant changes by the claimant for the payment of his salaries from one account to the next should not be applied to the great financial and administrative cost of the employer, the respondent.
 91. The annual subscriptions to ICPAK are regulated under the HR Policy. The claimant was entitled to enjoy this benefit annually. It is however a positive right. The claimant had a duty to be proactive on this right. File his application for the annual subscriptions to ICPAK or have a demand notice issued by the beneficiary organization. Where he made a personal payment following his suspension from duty, submission of a payment refund would suffice.



92. What is clear to the court is that the employment relationship subsists. The respondent is aware of the Criminal proceedings ongoing before the Anti-Corruption court where the claimant has been placed on half salary. There is a commitment to pay all due allowances upon the conclusion of the criminal process.
93. As analyzed above, the claims as couched are without merit and are hereby dismissed with costs to the respondent.

DELIVERED IN OPEN COURT AT MOMBASA THIS 18TH DAY OF DECEMBER 2024.

M. MBARŪ

JUDGE

In the presence of:

Court Assistant: Japhet

