



REPUBLIC OF KENYA



**KENYA LAW**  
THE NATIONAL COUNCIL FOR LAW REPORTING  
Where Legal Information is Public Knowledge

**Ngogi v National Cereals and Produce Board (Cause 35 of 2019)  
[2024] KEELRC 13414 (KLR) (11 December 2024) (Judgment)**

Neutral citation: [2024] KEELRC 13414 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT ELDORET  
CAUSE 35 OF 2019  
MA ONYANGO, J  
DECEMBER 11, 2024**

**BETWEEN**

**JAMES SAGALA NGOGI ..... CLAIMANT**

**AND**

**NATIONAL CEREALS AND PRODUCE BOARD ..... RESPONDENT**

**JUDGMENT**

1. The Claimant filed this case vide a Statement of Claim dated 29<sup>th</sup> August 2018 seeking for the following reliefs: -
  - i. A declaration that the termination of the Claimant's employment on account of negligence was discriminative, malicious, unlawful, unfair, un-procedural and a fundamental violation of the rights of the Claimant.
  - ii. A Declaration that the Claimant was discriminated upon
  - iii. The terminal dues as tabulated in the Statement of Claim
  - iv. A maximum compensation as per section 49(c) of the *Employment Act*
  - v. A certificate of Service as per Section 51 of the *Employment Act*
  - vi. Costs and interests of this suit
  - vii. Any other award as the Honourable court deems fit to grant
2. The Claimant's case is that he was employed by the Respondent as a Depot Manager on 17<sup>th</sup> July 2007 where he served the Respondent diligently until on 4<sup>th</sup> October 2016 when the Respondent terminated his service without any lawful reason.



3. The Claimant states that the Respondent on 18<sup>th</sup> May 2016 unfairly and unlawfully suspended him from employment on allegations of irregularities in the sale of government subsidized fertilizer.
4. He avers that on 20<sup>th</sup> June 2016, his suspension was extended until further notice contrary to the Respondent's Human Resource Policy Manual and further, that he was issued with a letter on 2<sup>nd</sup> August 2016 by the Respondent alleging that the management received an audit report dated 16<sup>th</sup> May 2016 that implicated him in alleged irregular sale of government subsidized fertilizer at Kitale where he was stationed. It is the Claimant's case that he responded to the letter dated 2<sup>nd</sup> August 2019 on 9<sup>th</sup> August 2016.
5. He further avers that the Respondent wrote him another letter dated 29<sup>th</sup> August 2016 alleging that the Claimant did not carry out due diligence sometimes in February 2016 while working in Nairobi depot as an Acting Depot Manager which letter he again responded to on 31<sup>st</sup> August 2016 denying the allegations therein.
6. The Claimant states that he was invited for an interview on 13<sup>th</sup> September 2016 wherein nothing took place and was thereafter issued with a letter of termination dated 4<sup>th</sup> October 2016. He further contended that he appealed against the Respondent's decision to terminate him but he was not heard on the appeal and neither was his appeal considered by the Respondent's Human Resource Appeals Committee.
7. The Claimant took issue with the Respondent for not terminating some Depot Managers in the Respondent's depot stations who also endorsed fertilizer application forms. In this regard, the Claimant mentioned Jacinta Njeri, Mr. Tanui, Mr. Kenneth Mochaga and Peterson Njeru who were suspended and later returned to work. He averred that the reasons for discrimination in his termination from employment was not explained.
8. The Claimant avers that the Respondent's conduct towards the Claimant violated the right to fair employment terms as guaranteed under Article 41 of the Constitution of Kenya. He therefore sought to be compensated and to be paid his terminal dues which he particularized as follows: -
  - i. One month pay in lieu of notice..... Kshs 80,380
  - ii. Compensation for unfair termination.....Kshs 964,560
  - iii. Leave Prorate..... Kshs. 42,199.50
  - iv. ¼ of Basic salary plus house allowance.....Kshs 122,013.60
  - v. Damages for discrimination
  - vi. Gratuity..... Kshs. 299,013.60
  - vii. Extraneous allowance..... Kshs. 771,648
9. The Respondent entered appearance and filed a Response to the Memorandum of Claim on 19<sup>th</sup> November 2018 denying that it unlawfully, unfairly and un-procedurally terminated the Claimant's employment as alleged. It averred that the reason for termination was given and the Claimant was duly subjected to due disciplinary hearing before termination.
10. The Respondent denied that its working environment is unreasonable as alleged by the Claimant and averred that the Claimant never raised any issue about his working environment prior to the termination.



11. The Respondent avers that the Claimant vide the letter dated 20<sup>th</sup> February 2014 from the Principal Secretary, knew that he should abide by the Guidelines on Disposal of subsidized Fertilizers but he failed to do so.
12. Finally, it was stated that the Claimant is not entitled to any remedies sought in the Memorandum of Claim and the court was urged to dismiss the Claimant's suit.
13. The matter was set down for hearing on 8<sup>th</sup> February 2023, 18<sup>th</sup> April 2023 and on 5<sup>th</sup> July 2023.
14. The Claimant testified as CW1 and adopted his witness statement dated 9<sup>th</sup> August 2018 as his evidence in chief. He maintained that he was terminated from employment by the Respondent on allegation that he had failed to identify eligible farmers in supplying the government subsidized fertilizer and also, that he sold fertilizer in larger quantities contrary to guidelines issued by the Respondent. He stated that the procedure was that farmers would come to the depot with an application form and his duty was to cross-check and verify the signatures on the form to ensure the signatures were in tandem with the specimen signatures of the area chiefs and agricultural officers.
15. The Claimant maintained that the identification of the farmers was done by the identification committee and that he as a Depot Manager was not a member the identification committee nor was he involved in the vetting process to ascertain which farmers were eligible for the subsidized fertilizer.
16. Upon cross-examination, the Claimant testified that he participated in distribution of subsidized fertilizer to farmers and that the distribution was per the instructions given from time to time. He averred that he was bound by the guidelines on disposal of subsidized fertilizer.
17. According to the Claimant, in the suspension letter issued to him, he was accused of weaknesses which led to irregularities in the sale of government subsidized fertilizer by failing to carry out due diligence thereby releasing the fertilizer to persons other than those whose names were appearing in MOALF. Although the Claimant in his testimony admitted that he appeared before a disciplinary hearing, he asserted that the allegations against him were not raised during the hearing.
18. The Respondent called two witnesses, Benard Yegon as RW1 and Evans Situma Wasike as RW2 in furtherance of its case. RW1, the Respondent's Internal Audit Manager adopted his witness statement dated 22<sup>nd</sup> October 2020 and relied on the documents filed by the Respondent. In his testimony, RW1 stated that in the year 2016, the Respondent's branded fertilizers were recovered in Nakuru Railways Depot in possession of Wilka General Merchants and upon investigations being carried out to ascertain the source of that fertilizer, the owner produced documents originally from Kitale Depot where the Claimant was the Depot manager.
19. RW1 explained that this was contrary to the Respondent's guidelines of 21<sup>st</sup> February 2014, which required that for a farmer to qualify for subsidized fertilizer, the Depot Manager was duty bound to verify the information in the application forms and through due diligence ascertain that the applicant is the bona fide farmer and beneficiary of the subsidized fertilizer. This according to RW1 was to be done through confirmation of the signatures of the Chief and Assistant Chief, confirmation that the requirements of the farmer aligned to allocation of 2 bags per acre and that the forms had been properly filled and signed by the Ward Agricultural Officer, Chief and Assistant Chief.
20. RW1 stated that through the omissions of the Claimant, there was a theft of the Respondent's fertilizer and the documents used to get the fertilizer were from farmers from Sirikwa Locality in Nakuru and not from Trans Nzoia. He further testified that on making enquiries, the Respondent called farmers whose telephone numbers were provided who denied applying for the fertilizer. RW1 stated that from the documents, the rubber stamp was for Kitale Depot.



21. RW1 contended that the Claimant was taken through a disciplinary process where he defended himself. RW1 also stated that over 20 managers were terminated from service over the issue of irregular sale of government subsidized fertilizer
22. Upon cross examination, RW1 stated that the role of the vetting committee is to issue the forms for approval of farmers entitled to the government's subsidized fertilizer. That the Depot Manager's duty was to confirm that the farmer had undergone vetting by the committee.
23. On re-examination, RW1 stated that it was established after subsidized fertilizer was found at a go-down in Nakuru Railway Station that the Claimant facilitated brokers to access government subsidized fertilizer. That the brokers would then repackage the fertilizer and sell them to farmers at a higher price.
24. RW2, the Respondent's Human Resource Manager explained that subsidized fertilizer program was introduced by the government to sell fertilizer at subsidized rates to small scale farmers for the purpose of improving food productivity specifically for small scale farmers and to enhance food security.
25. He reiterated what RW1 stated in his testimony that the Claimant's task included carrying out due diligence by verifying the identities of farmers before supplying subsidized fertilizer to the farmers and receive fertilizer application forms from farmers and after verification of the applications, short list only farmers vetted and approved to be supplied with the subsidized fertilized.
26. According to RW2, due to the public outcry as to the irregular sale of subsidized fertilizers to unmeriting persons and businesses men, investigations were carried out as and as a result, it was established that some employees of the Respondent were involved in the irregular sale of the fertilizer. RW2 stated that the Claimant herein was implicated in failure to carry out due diligence in verifying farmers, failure to adhere to the guidelines and in participating in abetting corruption.
27. It was RW2's evidence that an audit was carried out and thereafter the Respondent instituted disciplinary action against the Claimant and other implicated staff and thereafter terminated those found responsible for the reported irregularities. RW2 maintained that it is not only the Claimant who was terminated from service on account of the irregularities as he alleged. That other employees for instance James Sikuku and Ann Simiyu were terminated from employment. On this basis, the Respondent's witness maintained that the Claimant was not discriminated against because action was also taken against other employees who were involved in the irregular sale of the subsidized fertilizer.
28. RW2 reiterated that the termination of the Claimant was lawful, procedural and fair. He also testified that the Claimant was paid his withheld salary for 5 months, dues for the days he worked in October, house allowance, one month's salary in lieu of notice, commuter allowance and leave dues.
29. On cross examination, RW1 stated that the guidelines on government subsidized fertilizer did not have a provision requiring the depot managers to go to the ground to confirm the particulars of the farmer. He also confirmed that the Claimant was not a member of the vetting committee.
30. Regarding the allegation that some of the Respondent's employees who were implicated in the vice of irregular sale were suspended but reinstated to work, RW2 made reference to one Mr. Wandabwa and explained that he was given a warning and not terminated from employment as he had been away from the Depot.
31. After the close of the defence case, the court directed parties to file written submissions.



### **Claimant's Submissions**

32. In his submissions, the Claimant contended that the termination of his employment was not founded on any justifiable reason. According to the Claimant, the main reason given by the Respondent for his dismissal from employment is that he failed to carry out his duties diligently particularly, that he failed to verify the identities of farmers before supplying to them subsidized fertilizer. The Claimant submitted that the Respondent's claim is that the Claimant was tasked with the duty to receive fertilizer application forms from the farmers and after verification of the applications, he was to shortlist only farmers vetted and approved to be supplied with the subsidized fertilizers. He further submitted that the Respondent in its defense averred that his duty was to authenticate all vetted farmers. That as per Memo dated 20<sup>th</sup> February, 2014, the Claimant was restricted to supply a maximum of 40 Bags per farmer. Any excess supply was subject to authenticating the farmer's hectarage.
33. According to the Claimant, this claim was not as per the circular that had been circulated. That from the memo dated 14<sup>th</sup> March, 2012 the Claimant was not mandated to vet any farmer.
34. The Claimant submitted that from the memo of 20<sup>th</sup> February 2014, only the vetting committee was mandated to vet the vulnerable farmers in the location to come up with a Register of Farmers. He stated that he was not part of the vetting committee and that his task was to only ensure that the forms presented to him had been approved by the Vetting Committee.
35. The Claimant further submitted that during the disciplinary hearing, he was not given sufficient time to explain himself and that some employees who faced similar allegations like him were not dismissed from employment.
36. Additionally, it was submitted that from the evidence tendered in court by the Claimant, his services were terminated without a valid reason and neither was he accorded a hearing before he was terminated from employment.
37. In conclusion, the Claimant argued that he had discharged the burden of proof that he was unfairly terminated. He prayed that the court grants the prayers he sought in the Statement of Claim.

### **Respondent's Submissions**

38. The Respondent on its part while citing the case of Josephine M. Ndungu & others vs Plan International Inc (2019) eKLR submitted that the overall design of the law is that the employer has the duty to provide evidence to establish the validity of the termination in terms of section 43 and 45 of the Act. That a presumption of fact arises in favour of the unlawfulness of the termination. In this regard, the Respondent submitted that before the Claimant's employment was terminated he was informed of his failure to carry out due diligence in verifying eligible farmers, failing to adhere to the guidelines and in participating in abetting corruption.
39. According to the Respondent, the substantive grounds for terminating the Claimant's employment fitted within the meaning of the provisions of the *Employment Act* as the evidence of the Respondent shows that the Claimant failed to authenticate quantities approved by the Ministry of Agriculture in breach of the Finance Managers memo dated 21<sup>st</sup> February 2014.
40. In response to the allegation made by the Claimant that he was discriminated as several employees implicated in the irregularities regarding the subsidized fertilizer were not terminated from employment, the Respondent submitted that from the minutes of the hearing held on 13<sup>th</sup> to 15<sup>th</sup> and 26<sup>th</sup> September 2016, all the implicated staff in the irregular sale of government subsidized fertilizer appeared before the Human Resource Advisory committee. The Respondent therefor denied that



the Claimant was discriminated and maintained that the Respondent's employees implicated in the saga were all accorded a chance to be heard and to defend themselves. That the committee made recommendations for each individuals case.

41. On whether a fair procedure was followed, the Respondent submitted that it informed the Claimant of the reason for his suspension vide the letter dated 18<sup>th</sup> May 2016 and further, issued him with show cause letters dated 2<sup>nd</sup> August 2016 and 9<sup>th</sup> August 2016 to show cause why he should not be dismissed for his role in the irregular sale of government subsidized fertilizer. The Respondent submitted that the Claimant responded to the show cause letters and was thereafter taken through a disciplinary hearing on 13<sup>th</sup> to 15<sup>th</sup> September 2016 and on 26<sup>th</sup> September 2016 before the Respondent's Human Resource Advisory Committee where he defended himself.
42. It is the Respondent's submission that the Disciplinary Committee upon considering all the factors, recommended the termination of the Claimant's employment. That upon his termination, the Claimant appealed and the termination was upheld. That the outcome was communicated to him vide a letter dated 14<sup>th</sup> March, 2017.
43. The Respondent maintained that the termination of the Claimant's employment was procedural and lawful as it was in tandem with section 44 (4) (c) of the Employment Act, 2007 which permits summary dismissal of errant employees.
44. As to whether the Claimant is entitled to the reliefs he is seeking, the Respondent submitted that upon termination of the Claimant's employment, he was paid all his dues as enumerated by the statement of final dues attached to the Respondent's documents.
45. The Respondent submitted that the Claimant is not entitled to the reliefs sought in his Statement of Claim as his termination was undertaken in compliance with section 43 and 45 of the Employment Act.

### **Determination**

46. I have examined all evidence and submissions of the parties herein. The issues for this Court's determination are as follows:
  - i. Whether the Respondent had valid reasons to warrant dismissal of the Claimant.
  - ii. Whether the Respondent followed due process before dismissing the Claimant.
  - iii. Whether the Claimant is entitled in remedies sought.

### **Whether the Respondent had valid reasons to warrant dismissal of the Claimant.**

47. It is now trite that in matters termination of employment, the court should consider and determine whether the reasons given by the employer for termination of an employee were valid and also, that there was procedural fairness.
48. The Claimant challenged the validity of the reasons given by the Respondent for terminating his employment. In his submissions to court, the Claimant capitalized on his defense that he was not a member of the Vetting Committee and that as such, he could not have been responsible for the alleged irregularities in the sale of the government subsidized fertilizer.
49. On its part, the Respondent faulted the Claimant's conduct in his position as the Depot Manager where it alleged that the Claimant failed to adhere to the guidelines of the Respondent with regard to the issuance of the government subsidized fertilizer to farmers. According to the Respondent, the Claimant ignored the guidelines and issued fertilizer contrary to its guidelines. It is averred that upon



investigations being carried out by the Respondnet, it established that the Claimant had supplied fertilizer to applicants who were not eligible to benefit from the government subsidized fertilizer.

50. The Respondnet avers that upon making a finding that the Claimant had been implicated in the irregular sale of the fertilizer, it issued him a suspension letter to pave way for audit investigations. The suspension letter issued to the Claimant reads:

18<sup>th</sup> May 2016

Mr. James N. Sagala

Ag. Depot Manager

Kitale Depot

Dear Mr. James Sagala

#### SUSPENSION FROM EMPLOYMENT

Weaknesses have been reported in your role as the depot manager at Kitale Depot that resulted into irregularities in the sale of Government-subsidized fertilizer. Accordingly, the NCPB Board of Directors at a Special Full Board meeting held on 18th May 2016, deliberated upon the matter and resolved that in order to pave way for further investigations into the irregularities and any other issues relating to operations at depot, you are suspended from employment for one month from the date of this letter.

During your suspension, you will not be allowed to access the Board's premises except on invitation. However, you will be expected to remain at your duty station or may be released to leave the station on the condition that you provide a reliable post office address, telephone number or e-mail address through which you could be reached on short notice.

Management will communicate to you once the investigations are concluded. You will be informed of the particular irregularities which were established against you (if any) after the completion of on-going investigations.

Be informed that you may be required to appear before the HR Advisory Committee (HRAC) for interview on a day to be decided.

You are required to hand over office and any property of the Board in your possession to the person appointed by Management to take over from you.

This letter is issued in duplicate. Please sign a copy and return it to the HR Manager's office.

Yours Sincerely,

Signed

Newton S.K. Terer

Managing Director

51. From the evidence on record, the Claimant was thereafter issued with show cause letters dated 2<sup>nd</sup> and 9<sup>th</sup> August 2016 which he responded to. The Claimant was then invited to a disciplinary hearing after which his employment was terminated on grounds set out in the termination letter reproduced hereunder.

4 October 2016

James Sagala



PO.Box 39

WODONGA

Dear Mr. Sagala

TERMINATION

Please refer to our letter dated 18 May 2016 suspending you from employment and your Advisory Committee at Head Office.

We would like to inform you that Management has deliberated upon your written and oral defenses and has come to a conclusion that you failed to exercise due care in the performance of your duty which caused or abetted the irregular sale of GoK subsidized fertilizer to the detriment of the Board.

Consequently, management has decided to terminate your employment with effect from 4 October 2016 for negligence of duty.

You will be paid one month in lieu of notice and the terminal benefits to which you are entitled in accordance with the terms and conditions of service after being cleared.

The payment of your provident fund dues will be communicated under a separate cover.

This letter is issued in duplicate; Please acknowledge receipt by signing and returning a copy to this office as soon as possible.

Yours sincerely,

FOR NATIONAL CEREALS AND PRODUCE BOARD

Signed

Evans Wasike

HUMAN RESOURCE MIANAGER

52. Evidently, the Claimant's employment was terminated on the basis of the reasons given in the suspension letter dated 18<sup>th</sup> May 2016. The reason, as can be deduced from the letter, was that the Claimant was negligent in the performance of his duty as the Depot Manager as a result of which there were irregularities in the sale of Government-subsidized fertilizer
53. I have perused the Interim Audit Investigation Report dated 16<sup>th</sup> May 2016 attached to the Respondent's documents. Paragraph 2.0 on the source of the consignment shows that the fertilizer found in possession of M/S Wilka General Merchants was procured from NCPB Kitale Branch and paragraph 3.0 on the MOA's Forms used at Kitale Depot to irregularly acquire the fertilizer shows that the forms were sanctioned by one Mr. Elijah W. Kimani, the ward Agricultural Officer responsible for Kuresoi North Sub-County (Sirikwa Ward)
54. Lord Denning in the case of *British Leyland UK Ltd v Swift (1981) I.R.L.R91* described the test of reasonableness in the following words:  
  
"The correct test is; was it reasonable for the employers to dismiss him? If no reasonable employer would have dismissed him, the dismissal was unfair, but if a reasonable employer might reasonably have dismissed him, the dismissal was fair. It must be remembered in all these cases that there is a band of reasonableness, within which an employer might reasonably take one view; another quite reasonably takes a different view. One would quite



reasonably dismiss the man. The other quite reasonably keeps him on. Both views may be quite reasonable. If it was quite reasonable to dismiss him, then the dismissal must be upheld as fair even though some other employers may not have dismissed him.”

55. Although the Claimant in his defense pleaded that the guidelines of 20<sup>th</sup> February 2014 did not limit the jurisdiction on where to supply the fertilizer, the circular at paragraph 5 provided that the Respondent’s Managing Director was to get in touch with the respective County Governments in order to open and properly man temporary distribution centers.
56. To this extent, no evidence was tendered in court by the Claimant to show that he was given the mandate by the Respondent’s Managing Director to open a temporary distribution centre in Nakuru.
57. Having looked at the audit report in particular, that the fertilizer was found to have been sourced from Kitale Depot where the Claimant was the Depot Manager in charge of verifying the applicants for subsidized fertilizer before supplying them with fertilizer, I am convinced that the Claimant in cohorts with the ward Agricultural Officer responsible for Kuresoi North Sub-county Ward colluded and irregularly supplied fertilizers to Wilka Merchants contrary to the guidelines of the Respondent which required that the fertilizer was to be issued only to farmers in Trans-Nzoia County.
58. From the above, the Respondent terminated the Claimant on valid and fair reasons as espoused by Section 45(2) of the [Employment Act](#).

#### **Whether the Respondent followed due process before dismissing the Claimant.**

59. Section 41 of the [Employment Act](#) provides as follows: -

“Subject to section 42 (1), an employer shall, before terminating the employment of an employee, on the grounds of misconduct, poor performance or physical incapacity explain to the employee, in a language the employee understands, the reason for which the employer is considering termination and the employee shall be entitled to have another employee or a shop floor union representative of his choice present during this explanation.”

60. The import of the above provision is that before terminating an employee from employment the employer should:
  - i. provide the employee with details of the accusations against the employee;
  - ii. allow the employee an opportunity to respond to the charges;
  - iii. allow the employee to be accompanied by a shop steward or co-employee of his choice during the process;
  - iv. finally provide the employee with a decision either terminating or saving the contract of service.
61. Both RW1 and RW2 in their testimonies before court maintained that due process was followed before the Claimant’s employment was terminated. The Claimant on his part averred that he was not accorded a fair hearing and also, that his appeal was not considered.
62. I have had the advantage of looking at the minutes of the meetings of the Human Resource Advisory Committee held on 15<sup>th</sup> and 26<sup>th</sup> September 2016. From the said minutes, it is evident that the Claimant was accompanied by Mr. Luke Otieno, the chief shop steward and the Claimant was accorded a fair hearing as he was given an opportunity to defend himself against the allegations levelled against him.



63. I therefore find that the termination of the Claimant from employment was done in accordance with a fair procedure as required by section 45(2)(c) of the *Employment Act*.
64. Regarding the allegation by the Claimant that he was discriminated by the Respondent as other employees who were involved in the irregular sale of fertilizer were not terminated from employment, I have looked at the minutes of the disciplinary hearing held from 15<sup>th</sup> to 26<sup>th</sup> September 2016 and noted that the disciplinary committee recommended for termination the employees implicated in the irregular sale of subsidized fertilizer. Among the other employees recommended for termination were Boniface Shikuku, Anne Simiyu, John Okumu, Sarah Jebiwot and Kamau Mburu.
65. Consequently, it is my finding that the Claim by the Claimant that he was discriminated by the Respondent is without basis.
66. In view of the above, I find the termination of the Claimant's employment by the Respondent was not unfair or unlawful as alleged by the Claimant.

### **Remedies**

67. The Claimant prayed for several remedies. He is not entitled to pay in lieu of leave as the same was paid to him.
68. He is not entitled to compensation as he did not prove that the termination of his employment was unfair.
69. The Claimant was paid all leave due to him. His prayer for the same is therefore not proved.
70. The Claimant did not prove that he is entitled to ¼ basic pay and house allowance for the period he was on suspension under the terms of his employment. All withheld salary was released to him upon termination of his employment.
71. The Claimant is not entitled to damages for discrimination as he did not prove that he was discriminated by the Respondent.
72. The Claimant did not prove that he is entitled to gratuity over and above the payments made to him by the Respondent. he was a member of the Respondent's pension scheme as is evident from the record and specifically the termination letter.
73. The Claimant did not prove that he was entitled to extraneous allowances for the entire period of his employment.
74. The Claimant's suit is therefore dismissed with no orders as to costs.

**DATED, SIGNED AND DELIVERED VIRTUALLY ON THIS 11<sup>TH</sup> DAY OF DECEMBER 2024**

**MAUREEN ONYANGO**

**JUDGE**

8

ELD ELRC NO. 35 OF 2019 JUDGMENT

