



Ndwota v Waki Clearing and Forwarding Agents Limited (Cause 12 of 2016) [2023] KEELRC 2085 (KLR) (31 May 2023) (Judgment)

Neutral citation: [2023] KEELRC 2085 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 12 OF 2016
K OCHARO, J
MAY 31, 2023**

BETWEEN

FELIX MAITHYA NDWOTA CLAIMANT

AND

WAKI CLEARING AND FORWARDING AGENTS LIMITED RESPONDENT

JUDGMENT

1. This suit was initiated by the Claimant through a memorandum of Claim dated 1st December 2015 that was later amended on 25th July 2017. Alleging that the termination of his employment by the Respondent, was unlawful, and wrongful, he sought against the Respondent the following reliefs and orders:
 - a. A sum of Kshs 859,400
 - b. Issuance of a certificate of employment by the Respondent.
 - c. Costs of the suit
 - d. Interest on (a) and (c) above
2. The Respondent entered appearance and subsequently filed a memorandum of defence dated 8th April 2016 that was later amended on 20th July 2021. It denied the Claimant's claim and entitlement to the reliefs sought.
3. When the matter came up for the hearing of the Parties' respective cases, they adopted the contents of their witness statements filed herein as part of their evidence in chief, and the documents filed under their list of documents as their documentary evidence.



The Claimant's Case

4. It was the Claimant's case that he first came into the employment of the Respondent on the 1st October 2012, as a Motor Cycle Rider. His contractual salary being of Kshs 19,500, per a month. He was assigned Motor cycle registration number KMCU 528, to ride in the course of his employment.
5. He stated that on the 10th October 2013 he was lawfully ridding the motor cycle registration number KMCU 528 X along Mombasa- Nairobi Road when he was involved in a road accident thereby sustaining severe bodily injuries.
6. When he reported this matter to the Respondent, the latter allowed him to be off duty in the months of October, November and December 2013, to attend to the injuries. At the end of the period, he was constrained to seek an extension as he hadn't fully recovered from the injuries. The Respondent allowed him a further one month.
7. He alleged that for the months of October, November, and December 2013, the Respondent dutifully paid him his salary. However, it refused and or neglected to pay him the salary for January and February 2014.
8. The Claimant further stated that during the months of October, November, December 2013 and January 2014 he incurred medical expenses to the tune of Kshs. 120,000, an amount which the Respondent failed to settle for him. He got constrained to settle the same by himself, as a consequence. He presented the bill settlement receipts to the Respondent, receipts which surprisingly the Respondent has placed forth before this Court as its documentary evidence.
9. The Claimant testified that he got back to work in the Month of February 2014. Surprisingly, the Respondent without giving him reasons, dismissed him from employment. It didn't accord him an opportunity to be heard.
10. The Claimant asserted that at the dismissal, he was entitled to the sums hereunder, which sums the Respondent failed to pay him, thus;
 - a. One's month Salary in Lieu of notice..... Kshs 19,500
 - b. Leave pay Kshs 19,500
 - c. Unpaid Salary for January and February 2014.....Kshs 39,000
 - d. Medical ExpensesKshs 120,000Total Kshs 198,000
11. The Claimant stated that following the accident and the consequential injuries, he lodged a claim under the *Work Injury Benefits Act*, 2007. The Occupational Health and Safety Officer, assessed the compensation payable to him at KShs. 936,000. The Respondent only settled part of this figure, KShs. 508,600, leaving a balance of KShs. 427,400. Balance which it totally neglected and or refused to settle.
12. He contended that his dismissal from employment was both procedurally and substantively unfair, in violation of the provisions of the *Employment Act*. Consequently, he is entitled to a compensatory award to an extent of twelve months' gross salary, Kshs. 234,000.
13. The Claimant also stated that the Respondent did not issue him with a certificate of service.



14. Under cross examination, the Claimant stated that the discharge summary by Kenyatta National Hospital, was issued to him on the 21st October 2013. He further stated that he was given a sick off for two weeks, from 20th January 2014. The same was to lapse on the 3rd February 2014.
15. He further testified that at the lapse of the 14 days, he reported back to work, only to be told to get back home, and report back on the 26th February 2014.
16. The Claimant reiterated that he personally settled his medical bills, and whenever he made any payment for this purpose and received receipts, he could hand over the same to the Respondent.
17. As a result of the accident injuries, he suffered a 50% permanent disability. However, he didn't have any medical report before the Court to confirm the extent of the disability.
18. After the accident, the Respondent didn't offer him any alternative Job.
19. In his evidence in re-examination, he explained that his failure to produce the medical report in court could be explained by the fact that he attached the same to the forms that he lodged with the Director for Occupational Safety and Health, for assessment of his claim.
20. Following the instructions that the Respondent had given him on the 3rd February 2014, he reported to work on the 26th February 2014, only to be dismissed.

Respondent's Case

21. At the hearing, the Respondent called one witness, Hanna Wanjiku its director to testify in support of its defense. The witness urged the Court to adopt the contents of her witness statement as her evidence in chief, and admit the documents that the Respondent filed herein as its documentary evidence. They were so adopted and admitted, respectively.
22. She stated that at all material times, the Claimant was in the employment of the Respondent as a rider. On the 10th of October 2013, he got involved in an accident along Mombasa road. The occurrence of the accident was reported at Embakasi police station. According to the police, the accident was authored by the Claimant through his carelessness.
23. After the accident, the Claimant didn't report for work for three months, October- December 2013. Nonetheless, the Respondent paid him salary during this period of absence. The Respondent never received any sick off sheet from the Claimant. It only received the doctor's report dated 20th January 2014, which allowed him a two weeks' off duty.
24. The witness testified that after the accident, the Claimant only reported back to work on the 20th January 2014. On this day, she personally dealt with him. She expressed to him that the Respondent was offering to accommodate him back with lighter duties, as his injuries could not allow him work as a rider. Surprisingly, he declined the offer and requested that he be given a recommendation letter. After receiving the letter, he left.
25. The witness stated that the termination of the Claimant's employment was in accordance with the law. It was on the ground of his incapacity. Therefore, a fair ground.
26. Apart from the Respondent paying the medical bills incurred by the Claimant which amounted to Kshs. 100,000, it initiated the process of the Claimant being compensated by its Insurer, under an Insurance cover that it had taken out for its workers. The Insurer's doctors assessed the extent of the injuries, and it was consequently decided that Kshs. 608,600 could suffice as compensation for the injuries.



27. Upon receiving the above stated amount from the Insurer, the Respondent deducted the Kshs. 100,000 that it had expended on the Claimant's medical bill, and released to him a sum of Kshs. 508,600. The Claimant accepted a cheque for the stated amount as a final settlement under WIBA. He is estopped from laying any claim under the Act.
28. The Respondent paid the Claimant his dues, i.e. his salary up to the month of December, 2013 as well as three months' pay in lieu of notice.
29. The witness stated that on the 22nd October 2018, this matter was referred to, and scheduled for, Court annexed mediation. However, on the 18th December 2018, the Claimant through his Counsel issued a demand letter claiming a sum of Kshs. 427,400, sum which he termed "unpaid balance". The Respondent forwarded the letter to its insurer, who in turn asked the Claimant to go for a check-up by any doctor of his choice for purposes of ascertaining the validity of the balance claimed. He declined the proposal.
30. Subsequently, on the mediator's proposal that the parties reach an agreement, the Respondent made an offer of Kshs. 300,000. The Claimant turned down the offer.
31. Cross examined by counsel for the Claimant, the witness stated that according to the police abstract that was issued after the accident, the insurer of the motor vehicle that was involved in the accident with the Claimant was CIC insurance company. The insurer assessed the Claimant's permanent disability at 30% and the damages payable at Kshs. 608,600. The assessment of the Claimant's incapacity [30%] was assessed by its medical officer.
32. The witness further testified that she was aware of the assessment that was done by the Director of Occupational Safety office, and that Respondent didn't challenge the assessment in any manner at any time.
33. The witness stated that a decision was made to dismiss the Claimant from employment on the ground that he was not able to continue working for the Respondent as a rider. The witness admitted that the Respondent didn't place any medical report before the court to demonstrate that indeed the Claimant was unable to continue discharging the services as a rider.
34. She testified that the Claimant was not dismissed from employment. He reported to work on the 20th January 2014, requested for a two weeks' sick off which was granted, but never reported back at the lapse of the two weeks. He was not paid for the month of January because he was nowhere to be seen.

The Claimant's Submissions

35. The Claimant distilled the following issues for determination thus;
 - i. Whether the Claimant was dismissed from employment by the Respondent.
 - ii. Whether the Claimant's termination from employment was unlawful and wrongful
 - iii. Whether the Claimant is entitled to payment of January and February 2014 salary, Kshs 39,000
 - iv. Whether the Claimant is entitled to compensation for unlawful dismissal of Kshs 234,000 being 12 months basic salary.
 - v. Whether the claimant is entitled to One (1) month's pay in lieu of notice of Kshs 19,500



- vi. Whether the Claimant is entitled to service pay for one (1) Year
 - vii. Whether the Claimant is entitled to the unpaid leave days
 - viii. Whether the claimant is entitled to payment of the balance for the injuries sustained of Kshs 427,400
36. On the first issue, the Claimant submitted that was dismissed from duty verbally when he reported back to work having been away tending to the accident injuries. Further, that The Respondent's position on the termination of Claimant's employment is incapable of belief.
 37. The Claimant submitted that there are material contradictions in the Respondent's pleadings, the witness statement filed herein by the Respondent, and the testimony of its witness. For instance, it is not possible for one to tell whether the reason for the severance of the employment relationship occurred as a result of the Claimant's desertion of duty or incapacity. The documents filed by the Respondent contradict each other on this material aspect.
 38. Parties are bound by their pleadings and any evidence led by any party which is at variance with its pleadings, goes to no issue and should be disregarded. To support this point, reliance was placed on the Court of Appeal holding in Independent Electoral and Boundaries Commission & another V Stephen Mutinda Mule & others [2014] eKLR.
 39. The Claimant contended that the Respondent's assertion that it did accord him lighter duties which duties he refused to take up is untrue and stands on lose ground. If indeed it was true, nothing would have been easier than it tendering documents in support thereof. It was expected of it to by dint of the provisions of Section (10)(6) and (7) of the Employment Act which places upon the employer the responsibility to keep records.
 40. On the second issue, his counsel submitted that the Claimant was terminated by the Respondent verbally without any reason being given to him for the said dismissal.
 41. He submitted that the injuries he sustained did not result to incapacity as he is still a motor cycle rider and he was not given a hearing to make a representation on his capacity.
 42. The Claimant further submitted that the termination of his employment was therefore contrary to the provisions of Section 43, 45(2) and 41 of the Employment Act, 2007. To buttress this point, he placed reliance on the decision in Paul Ooko Okoth v Chemilili Sugar Co. Ltd (2016) eKLR.
 43. On the third issue, the Claimant submitted that he reported back to work on 1st February 2014 and sought for more time to recuperate, which request the Respondent granted. At the expiry of the off days the he reported back to work on 26th February 2014 only for Respondent to terminate his employment. He asserts that he was off duty for the months of January and February 2014, with the authority of the Respondent, he was therefore entitled to salary for the two months.
 44. The Claimant also submitted that having demonstrated that the Respondent unfairly terminated his employment he is entitled to damages for unfair dismissal, to the extent of his twelve [12] months' gross salary. In fortification of the submissions, he placed reliance on the holding in John Malonza Nzeva vs Directors of Imani Hotel [2021]eKLR, thus;

“ Having found that the claimant's termination was unfair, he is entitled to compensation.
Given the length of service and the fact that he did not contribute to his termination I award



him maximum compensation in the sum of of Kshs 10,000 x 12 months Kshs 120,000/-
.....”

45. The Claimant submitted that he was not given a notice of termination as required under section 35 of the *Employment Act*, 2007. Consequently, he is entitled to an award of notice pay. He further submitted that under the law he was entitled to service pay, which benefit was not accorded to him at the termination of his employment, he urged the Court to direct payment of the same to him.
46. According to the Claimant, Section 28 of the *Employment Act* bestows upon the employee a right for annual leave. This right, he was never allowed to enjoy throughout his tenure with the Respondent. He is entitled to compensation for the unused leave days.
47. The Occupational Safety and Health Officer assessed compensation for the injuries that he sustained out of the accident that occurred in the course of his employment. The Respondent didn't fully settle the sum awarded. It never paid him a balance of KShs 427,400. The Respondent should be ordered to settle this outstanding amount.
48. It was further submitted that the Claimant incurred and was constrained to settle medical expenses to the tune of Kshs 120,000, after the Respondent failed to settle the same on his behalf. The Respondent is under an obligation to refund the sum.

Respondent's Submissions.

49. The Respondent in its submissions stated that the Claimant's employment was not terminated. The separation in employment occurred when he declined the Respondent's offer for lighter duties considering the injuries he had sustained, and the subsequent desertion of duty. On what amounts to desertion, it placed reliance on the in the South African case in *Seabolo v Belgravia Hotel* [1997]6 BLLR 829 (CCMA) where the court stated thus;

“Desertion is distinguishable from absence without leave, in that the employee who deserts his or her posts does so with the intention of not returning, or having left his or her post, subsequently formulates the intention not to return”

The desertion rightfully attracted the Respondent's action to terminate the Claimant's employment.

50. The Respondent submitted that should the Court get inclined to award the Claimant compensation pursuant to the provisions of Section 49 of the *Employment Act*, a one month's gross salary shall suffice.
51. It was further submitted that since the termination flowed from the Claimant's unwillingness to take up lighter duties and subsequent desertion of duty, he cannot be heard to assert that he is entitled to pay in lieu of notice. On the 15th April 2014, a payment of service pay was made to the Claimant in the sum of KShs. 11,233. His Claim for service pay should be declined therefore.
52. The Respondent further submitted that upon being paid the KShs. 508,000 as compensation for the injuries sustained, by its Insurers, the Claimant acknowledged the same as a final settlement under the *Work Injury Benefits Act*, he has estopped from running away from this position, to claim further sums under the Act.
53. The Respondent submits that it paid all the medical and transport expenses incurred by the Claimant and all receipts in prove of the payment were produced as evidence. The Claimant's Claim for a refund of the incurred expenses should be disallowed.



54. The Respondent submitted that the certificate of service was prepared and has all through been ready for collection, however, the Claimant failed and or neglected to collect the same. It has no contest to the Claimant's claim for the salary for the month of January and February 2014.

Analysis and Determination.

55. From the pleadings by the parties herein, the evidence placed before this Court and their Counsels' respective submissions, the following issues present themselves for determination;

[a]. How did the separation in employment between the Claimant and the Respondent occur?

[b]. Was the termination of the Claimant procedurally and substantively fair?

[c]. Is the Claimant entitled to the reliefs sought or any of them?

How did the separation in employment between the Claimant and the Respondent occur?

56. There is no contest that at all material times the Claimant was an employee of the Respondent whose employment came to an end on or about the 26th February 2014. However, in dispute is the manner how the separation occurred. The rival parties herein have taken diametrically opposite positions on this point. The Claimant asserts that his employment was terminated without, notice and, him being accorded an opportunity to defend himself. The termination was verbal. In its amended Response to the Claimant's claim, the Respondent asserted that it terminated the Claimant's employment on the ground of capacity. Following the injuries that he sustained, he was unable to continue rendering his services as a rider.

57. The Respondent stated in Paragraph 7 of the Statement of Response;

“With respect to paragraph 6 of the Amended Memorandum of Claim, the Respondent avers that the Claimant was not unfairly terminated. Further, the Claimant never reported to work apart from the date when he brought the medical report dated 20/01/2014. Upon the said accident, the Respondent came to a decision based on its assessment of the claimant's injuries, he was not in a position to continue performing his responsibilities as a motor cycle rider. Thus, as indicated in paragraph 6B above the Respondent offered the Claimant another position which involved lesser duties due to his injuries but he declined the same.”

58. The Respondent's witness maintained this position in her witness statement turned evidence in chief. In her oral testimony in chief, the witness contended that when the Claimant resumed duty after the accident, she offered him an alternative role, which he refused to pick. He asked for a recommendation letter, left the work place, never to report back. His employment was not terminated by the Respondent. He abandoned his duty. The Respondent has been waiting for him to report back to work.

59. In her evidence under cross examination the witness stated that the Respondent arrived at a decision to terminate the Claimant's employment on account that he was not able to continue being in employment. However, the Respondent had no medical document to present to court to prove that the Claimant was unable to continue working due to the effect of the injuries he had suffered.

60. It is at this point, that this Court must state that the Respondent didn't come out clearly as to how the separation occurred, was it as a result of the Claimant's desertion of duty or on account of his incapacity to continue rendering his services due to the accident injuries? This brings out the Respondent as an



employer who didn't know how the separation occurred or who was bent to deliberately not let the Court to know the truth as regards the manner of separation.

61. By reason of these premises, this Court is persuaded that the separation occurred in the manner described by the Claimant, he was verbally dismissed from employment.

Was the termination of the Claimant's employment procedurally and substantively fair?

62. Having found as I have hereinabove, that the Claimant was verbally dismissed from employment, I now turn to consider the presence or otherwise of fairness in the dismissal. Section 41 of the [Employment Act](#), 2007, supplies the statutory procedure that must be followed whenever the employer contemplates terminating an employee's employment or summarily dismissing an employee from employment. The duty to prove that the dismissal was effected in accordance with the procedure lay on the Respondent.
63. The provision requires the employer to make known to the employee the grounds stirring the contemplation, allow the employee make representations on the grounds, and consider the representations before taking a decision on the grounds. I have carefully considered the evidence presented by the Respondent and hesitate not to conclude that no part of it was geared towards enabling the Respondent discharge the burden of proving procedural fairness. The submissions by its counsel didn't at all address the aspect of procedural fairness in the separation in employment between the Claimant and the Respondent.
64. Even if one were to assume for a moment that the severance was on account of desertion as alleged by the Respondent or incapacity, the Respondent was still under duty to demonstrate that the procedure was followed.
65. Section 43 of the [Employment Act](#) places a burden on the employer to prove the reason[s] for termination of an employee's employment, whenever there is a dispute regarding the termination. Conjoined with this burden is the duty under Section 45[2], for the employer to prove that the reason[s] was fair and valid. As indicated hereinabove, the Respondent didn't come out clearly through the evidence of its witness as regards the exact reason for the discharge of the Claimant from employment. I am prepared to hold that in view of this situation, the Respondent didn't discharge the burden under Section 43 and 45[2] of the [Employment Act](#).
66. Assuming that the reason for the termination was the alleged desertion, then one needs to ask himself or herself whether the Respondent did prove that the reason was fair and valid. It is now trite law that it is not enough for the employer to assert that the employee deserted duty. He or she must demonstrate to Court the efforts it made to contact the employee, inquire why he or she was absent from duty without authority, notify him or her that it was contemplating taking action against him or her on account of desertion. The Respondent did not at all demonstrate any of these. This coupled with the fact that the ground of desertion was not sufficiently pleaded, gives me the impression that the it was an afterthought. An "afterthought ground" cannot be held to be a fair and valid ground.
67. The Respondent's pleadings and its witness's testimony explicitly suggest that the Respondent made a decision to terminate the Claimant's employment on account of incapacity. In contractual terms incapacity amounts to a species of supervening impossibility of performance that might be permanent or temporary, partial or absolute. Dismissal on account of incapacity due to ill health or injury may be fair depending on the circumstances of each case.
68. In order for the employer to establish justification for dismissal on ground of incapacity, it behoves him or her to demonstrate that he or she investigated the extent of the incapacity or the injury and all the possible alternatives short of dismissal, before dismissing the employee on the ground. The Respondent did not, produce any evidence showing that it ever carried out the investigation and,



produce any expert report to illustrate the extent of the incapacity. Elaborating on the burden of the employer, in disputes regarding dismissal on account of incapacity, the Supreme Court of Kenya, in the case of *Gichuru v Package Insurance Brokers Ltd* [petition 36 of 2019] [2021] KESC 12[KLR], stated;

“11..... to justify incapacity, the employer had to investigate the extent of the incapacity or the injury and all possible alternatives short of dismissal.

12. The onus was on the respondent to investigate the extent of the incapacity or the injury and all the possible alternatives short of dismissal. The respondent was hell-bent in wanting to get rid of the appellant from employment to an extent that they had to circumvent the process in a bid to find fault.....

13. The burden of proving that the appellant was medically unfit to continue serving shifted to the respondent to prove the same using an expert opinion. The Respondent never produced any medical assessment to demonstrate that the appellant was not capable of performing his duties any more so by virtue of his physical incapacity.....”

69. No doubt, in the circumstances of this matter, it cannot be said that a dismissal on account of incapacity was demonstrated to be fair and valid.

70. In the upshot, I find that the dismissal of the Claimant from employment was both procedurally and substantively unfair.

Is the Claimant entitled to the reliefs sought or any of them?

71. The Claimant sought for what he termed as unpaid balance for the injuries sustained, alleging that he lodged a claim with the Office of the Director of Occupational Health and Safety under the WIBA, the officer assessed damages payable to him at KShs. 936,000. The Respondent settled the assessed sum partially leaving a balance of KShs.427,400, unpaid. In my view, this claim falls under the realm of the WIBA. Under the Act, this Court’s jurisdiction is an appellate one. Yet, the Claimant is urging this Court to exercise an original jurisdiction over this claim of unpaid compensation balance.

72. The Claimant ought to have engaged the mechanisms provided for in the Act or that have been established by practice, to enforce the award of the Director, if the enforcement was justified. Approaching this Court, the way he did, is not one of those mechanisms. In sum, this Court lacks jurisdiction to make the award sought under this head.

73. The Respondent admitted the Claimant’s claim for the unpaid salary for the months of January and February 2014, KShs. 39000. Consequently, I award the same without difficulty.

74. The Claimant’s employment in its nature was one terminable by a twenty-eight days’ notice, pursuant to the provisions of Section 35 of the *Employment Act*. No doubt, he was dismissed from employment without the notice. I find that he is entitled to salary in lieu of notice. I award KShs. 19,500.

75. The Claimant sought for a refund of KShs. 120,000 that he allegedly incurred as medical expenses, this is a relief that I cannot consider and award as I lack jurisdiction to do so. It is a matter that can only be originally adjudicated under the *Work Injury Benefits Act*, 2007. Over the matter, this Court lacks original jurisdiction.

76. Section 49[1][c] of the *Employment Act* bestows this Court with the authority to grant a compensatory relief in claims for unfair and wrongful termination of an employee’s employment or dismissal of an employee from employment. The award is discretionary, the extent thereof too, All dependent on the



circumstances of each case. I have considered the circumstances under which the Respondent got rid of the Claimant, which in my view pass for an unfair practice, the substantial deviation from what the law expected of it, the fact that the Claimant didn't contribute to the dismissal, and the length of time he was in the Respondent's employment, and conclude that he is entitled to the compensatory relief under the stated provision and to an extent of 7 months' gross salary, Kshs. 136, 500.

77. Section 51 of the *Employment Act* places an obligation of the employer to issue his or her employee whose employment has come to termination with a certificate of service. It matters not under what circumstances it came to so termination. The Respondent admitted that it has not released the certificate to the Claimant. I direct that the same be released to him within 30 days of the date of this judgement.
78. In the upshot, I enter judgment in favour of the Claimant in the following terms.
- I. A declaration that the dismissal of the Claimant from employment was both procedurally and substantively unfair.
 - II. Salary in lieu of notice..... KShs. 19,500.
 - III. Compensation for unfair termination..... KShs. 136,500.
 - IV. Unpaid salary January and February 2014..... KShs.39000.
 - V. Certificate of service to issue within 30 days of today.
 - VI. Interest at Court rates on [ii] and [iv] above from the date of filling this suit, and on [iii] from the date of this judgment, till full payment.

READ SIGNED AND DELIVERED THIS 31ST DAY OF MAY 2023.

.....
OCHARO KEBIRA

JUDGE.

In presence of

Mr. Kilonzo for the Claimant.

Mr, Wanga for Mr. Gatonyi

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 15th March 2020 and subsequent directions of 21st 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 has 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 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.

A signed copy will be availed to each party upon payment of court fees.



OCHARO KEBIRA
JUDGE

