



**Muthee v NIC Bank Limited (Cause 1824 of 2017)
[2023] KEELRC 1755 (KLR) (14 July 2023) (Judgment)**

Neutral citation: [2023] KEELRC 1755 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 1824 OF 2017**

SC RUTTO, J

JULY 14, 2023

BETWEEN

CAROLYNE NKIROTE MUTHEE CLAIMANT

AND

NIC BANK LIMITED RESPONDENT

JUDGMENT

1. The claimant was employed by the respondent as a Relationship Manager-SME Banking with effect from 2nd November, 2015. She was to report to the Branch Business Manager. She states that her appointment was subject to a six months probationary period. She avers that she worked diligently but despite her good performance as at May, 2016, she was yet to be confirmed as an employee of the respondent. This was despite the fact that more than six months had lapsed without any communication in that regard. She enquired variously from the branch manager who was responsible for confirming all staff at the branch about her status in vain. That during a routine tour by the General Manager SME in mid June 2016, she was informed that she was performing poorly and that the respondent had unilaterally extended her probation. She was thereafter placed on a Performance Improvement Programme (PIP). Following a series of events, she was terminated from employment on 10th April, 2017. She contends that her termination was done without justifiable reason and that she was not given an opportunity to be heard. Consequently, the claimant seeks the following reliefs against the respondent: -
 - a. A declaration that her termination was unfair and unlawful;
 - b. A declaration that the respondent's conduct was selective, discriminatory and in violation of Articles 27(5) and 41 of the Constitution of Kenya 2010 and Section 5 of the Employment Act, 2007;



- c. An order of compensation for losses suffered as particularized under paragraph 2.34 of the Statement of Claim.
 - d. Kshs 2,160,000/= being equivalent of twelve (12) months salary for unfair termination and unlawful termination;
 - e. General damages for violation of the claimant's constitutional freedom from discrimination guaranteed under Article 27(5) and the right to fair labour practices under Article 41 of the Constitution of Kenya, 2010;
 - f. Exemplary damages;
 - g. Interest on item (c) –(f) above; and
 - h. Costs of the suit.
2. In response to the Memorandum of Claim, the respondent avers that the claimant was unable to meet majority of her targets and that she scored a low score of 52% hence her performance was unsatisfactory. Her probation was extended as a result of her failure to perform as expected and also as a result of previous warning letters issued to her. The respondent contends that due to the claimant's poor performance, it was entitled to take disciplinary action against her. The respondent further denies the allegations of bias and contends that the same have never been raised by the claimant prior to the filing of the instant suit. Accordingly, the respondent has asked the Court to dismiss the claim with costs.
 3. During the trial which took place on 27th February, 2023, both sides called oral evidence in support of their respective cases.

Claimant's case

4. The claimant testified in support of her case and for starters, she adopted her witness statement and the bundle of documents filed together with her Claim, to constitute her evidence in chief.
5. The claimant's evidence was that the respondent in the ordinary course of business tracked every Relationship Managers' Performance and shared the same by e-mail to all the managers at the bank.
6. She worked diligently but as at May 2016, she was yet to be confirmed as an employee of the respondent despite constant follow ups with the branch manager.
7. She averred that in June, 2016 she was involved in a disciplinary process which resulted in the issuance of a warning letter following a process systems failure which led to an unauthorized payment to a customer at the NIC Bank by the name of Kenworld Company Limited. She was later informed during a routine visit by the General Manager in mid-June 2016 that she was performing poorly and that the respondent had unilaterally extended her probation by three months much to her surprise as there had been no prior indication of such performance issue.
8. She further stated that she was yet to undergo any performance appraisal for the first half of 2016 and the same was only conducted sometime in the beginning of August 2016 after which she was placed on a PIP which was to run from 12th August 2016 to 12th November, 2016 at the end of which she was to be re-evaluated. She was thereafter summoned to a PIP meeting on 12th November, 2016 by the respondent's Human Resource Business Partner where the General Manager SME Ranking was present as well as her Branch Manager where she was informed that the bank had resolved not to confirm her and instead, wanted her to exit.



9. It was her evidence that at the said meeting, she was not given an opportunity to respond and thereafter, she was instructed to tender her resignation which she declined to do. Her Branch Manager thereafter continued to pressure her to tender her resignation but she still declined to do so. She escalated the issue to the Human Resources General Manager Mr. Apolo Asol who registered concern over her situation and promised to act.
10. Thereafter, she applied for leave and was scheduled to proceed beginning 13th December 2016 to 4th January 2017. However, she was informed via e-mail by the HR Business Partner not to proceed until they had executed a performance evaluation form with the Branch Manager. She executed the said document and handed the same over to her branch manager who eventually recommended her confirmation. She thereafter proceeded on leave up to 4th January, 2017. Upon her return in January, 2017 she was informed that the PIP issue had been put to rest by her Branch Manager and the Head of SME and on that basis continued with her work at the Bank.
11. It was her evidence that she was later appraised for the last half of 2016 where she was scored at 68.6%. On 21st March, 2017, she was summoned to a meeting at the respondent's head office the following day with the HR SME Business Partner to conclude PIP for 2016. At the meeting, she was informed by the HR Business Partner, Head of SME, Head of Branches and her Branch Manager that the Bank had decided to terminate her contract due to her performance in 2016. She thereafter received an e-mail confirming her outstanding leave days as at 31st March, 2017.
12. She further told the Court that since she was employed, she never received any letter confirming her appointment despite her branch manager's recommendation.

Respondent's case

13. The respondent called oral evidence through Ms. Angela Njoroge who testified as RW1. She identified herself as a legal officer at the respondent Bank. Similarly, she adopted the respondent's Response, her witness statement and the bundle of documents filed on behalf of the respondent, to constitute her evidence in chief.
14. It was RW1's evidence that further to the terms contained in the Contract of Employment, the claimant was also subject to the Human Resource (HR) Policy Manual on Performance Management. She stated that it is not correct that the claimant states had no disciplinary issues whilst employed by the respondent. She is aware that from June 2016, the claimant was involved in a disciplinary process which culminated with the Bank issuing her with a warning letter dated 22nd August, 2016.
15. She further stated that during the entire period, she is aware that the claimant was on probationary status. This was because upon the expiry of the six (6) months provided for probation in the Contract of Employment, the claimant's performance was not sufficiently satisfactory so as to warrant confirmation.
16. Additionally, she had been involved in a disciplinary process following a blatant contravention of the Bank's policy when due to her negligence, there was a process systems failure leading to an unauthorised payment to a customer. This exposed the Bank to a loss of up to Kshs 26 Million. It was the Bank's decision therefore to extend her probation period.
17. RW1 further denied that during this time, the claimant was requested or directed to resign by anyone within the organisation.
18. She went on to state that Clause 3.1.2.3 of the HR Manual provided that individual performance objectives were derived from departmental objectives. As such, there were set targets for the claimant



which she was aware of. She was also subject to periodical appraisals to evaluate her performance and based on these, recommendations were made on her performance.

19. It was her evidence that at all times, the appraisals were done with the claimant's knowledge and she participated actively in the process. That she also attended PIP meetings held periodically. Through these PIP meetings, the respondent sought to give assistance to the claimant in order to address the shortcomings identified during her appraisals. That the PIP meetings were held and conducted in line with the HR Policy Manual on Performance Management. After every such meeting, the claimant would commit to the agreed action plan by signing the minutes of the meeting.
20. It was however apparent over time, that the claimant was unable to meet her required targets despite the help of the respondent through the PIP meetings. The Head of SME Banking and the claimant's supervisor repeatedly made her aware of the Bank's dissatisfaction with her performance and asked her to remedy the same. Despite all the support offered to her, the claimant failed to remedy her performance and the respondent took the disciplinary action of terminating her employment.
21. RW1 contended that the claimant's employment was terminated due to unsatisfactory performance and the termination was communicated to her through the letter dated 4th April, 2017.
22. She believes that the termination of the claimant's employment was fair and carried out in strict accordance with the law, the claimant's Contract of Employment and the respondent's HR Policy. She further denied that the claimant was entitled to any profit share for the year 2016 as alleged. She is also aware that the claimant received her final dues.

Submissions

23. The claimant submitted that despite having performed well in the last half of 2016 after having been commended by her supervisor and being assured that the PIP issue had been resolved, she was still terminated on account of poor performance. She argued that despite the termination letter stating that her overall performance rating for the year ending December 2016 was unsatisfactory, nothing has been produced by the respondent to show when such rating was made and the same information passed onto her. In support of the claimant's submissions, the cases of Richard Kimeu Muthama vs Systech Limited Kenya [2020] eKLR and Francis Ndeke Kyalo vs Cosmos Limited [2021] eKLR were cited.
24. The claimant further submitted that she was not given an opportunity to make representations in order to defend herself against the decision to terminate her as is accorded by labour law. On this score, she maintained that the PIP meetings do not encompass a hearing within the confines of the termination process. It was her position that the minutes presented before Court do not in any way point out that she was given an opportunity to answer to the decision by the respondent to terminate her employment. To buttress this argument, the claimant placed reliance on the case of National Bank of Kenya vs Samuel Nguru Mutonya [2019] eKLR.
25. The claimant further argued that it is peculiar that the recommendation to terminate her was done in November 2016 and only effected in April 2017 after an EPM evaluation had been done showing positive results in her favour. She posits that the respondent failed to prove that it had a valid reason for terminating her employment and that it had not shown that the proper procedures as laid down in the *Employment Act* were adhered to.
26. With regards to the claim on discrimination, the claimant submitted that Section 5(7) of the *Employment Act* places the burden of proof on the employer and which burden has not been discharged in this case by the respondent.



27. On the part of the respondent, it was submitted that the period of three months given to the claimant to enable her improve her performance is a reasonable period. On this issue, the respondent placed reliance on the case *Jane Wairimu Machira vs Mugo Waweru & Associates (2012) eKLR*. It was further argued that the claimant was also afforded significant support to ensure that she met the agreed upon targets including the option of having monthly PIP meetings to track her progress which she neglected to utilise.
28. On the question of discrimination, the respondent contended that the claimant failed to lead any evidence to show any distinction in treatment between her and its other employees, or to demonstrate any factors that would form the basis of the denial of any privileges or benefits. It was the respondent's further submission that the claimant cannot claim discrimination on the basis of extension of her probation contract where she had failed to demonstrate a satisfactory performance thus warranting the issuance of a permanent contract. On this issue, the Court was invited to consider the determination in the case of *Benjamin Nyambati Ondiba vs Egerton University (2014) eKLR*.
29. The respondent further urged the Court to find that the claimant's termination was procedurally fair.

Analysis and determination

30. Upon considering the pleadings, the evidentiary material before me and the rival submissions, I have singled out the following issues for determination:-
 - i. Whether the respondent has proved that it had a justifiable cause to terminate the claimant's employment on account of unsatisfactory performance.
 - ii. Whether the claimant's termination was in accordance with fair procedure.
 - iii. Whether there is a case of discrimination.
 - iv. Is the claimant entitled to the reliefs sought?

Justifiable cause?

31. Pursuant to Sections 43 and 45 (2) (a) and (b) of the *Employment Act* (Act) an employer is required to prove that it had a justified reason to warrant termination of an employee's services. In a nutshell, this entails proof of the reasons which caused an employee's termination. Worthy to note is that such reasons ought to be fair, valid and related to the employee's conduct, capacity or compatibility or based on the employer's operational requirements.
32. Turning to the instant case, the claimant was terminated from employment on account of her performance which the respondent regarded as unsatisfactory. This is discernible from her letter of termination which reads in part: -

“Termination of Employment Contract

We refer to the performance improvement plan hearings held between you and your line manager from 12th August, 2016 to 12th November, 2016. Your overall performance rating for the period under review and year ending December, 2016 was unsatisfactory. The conclusion reached therefore was that there was a gap between your performance and the bank's set standards.

In view of the above and with reference to clause 8 of your contract of employment, this letter serves to notify you that your employment is hereby terminated with effect from 10th



April, 2017. You will be paid an equivalent of one (1) month salary in lieu of notice and five (5) outstanding leave days as stipulated in your contract of employment...”

33. From the record, the respondent evaluated performance of its employees using the Enterprise Performance Management (EPM) tool. This is apparent from the HR Policy Manual Performance Management exhibited by the claimant. In addition, the claimant admitted as much during cross examination.
34. The record bears that as per the EPM in respect of the claimant’s mid-year review, she scored 56.26% overall. The claimant signed on the appraisal review and commented, “will strive to exceed the set targets by the end of the year.” Her score was against a department objective of 80%. It would seem that following this performance appraisal, the claimant was placed under PIP.
35. At the first meeting of the PIP, which was held on 12th August, 2016, it was agreed in part:-
“To get this situation back on track, we have agreed on the following actions:
1. You are expected to bridge the deficit in the asset growth with the next three months disbursing the equivalent of your H1 EPM targets, by the date of the last PIP review meeting on 12th November, 2016.
 2. You are expected to bridge the deficit of all your liabilities and cross sell target by delivering a performance equal to your H1 EPM targets, by the date of the last PIP review meeting on 12th November, 2016...”
36. The claimant’s first performance review under PIP as at 12th September, 2016 revealed that she was not doing well especially with regards to asset growth. In this regard, it was noted that asset growth had not witnessed significant growth month to month from the beginning of the year. Subsequently, the claimant’s overall performance with regards to this target stood at 34% (RED).
37. Following this appraisal, the following comment was made in the minutes which were also signed by the claimant: -
“To get this situation back on track, we have agreed on the following actions:-
1. You are expected to bridge the deficit in the Asset growth within the next two months disbursing the equivalent of your Q1-Q3 EPM Targets, by the date of the last PIP review meeting on 12th November, 2016.
 2. You are expected to bridge the deficit of all your liabilities and cross sell targets by delivering a performance to your Q1-Q3 EPM targets, by the date of the last PIP review meeting on 12th November, 2016
 3. Pipeline must reflect depth and materiality and seriousness in approach-this will be measured through the weekly business reports...”
38. The claimant’s performance was subsequently reviewed on 12th November, 2016. It was noted that asset growth had not witnessed significant growth from month to month from the beginning of the year. Overall performance with regards to this target was rated at 45.1%, 34.7%, 36.4% and 36.1% as at November, 2016. It was further noted that the cross sell category witnessed minimal growth. The claimant’s overall performance review was summarized as follows: -



- a. There was minimal growth on assets and particularly the funded and non-funded line yielding a score of 31.6% out of a target of 290M.
 - b. Poor performance in cross sell was also evident with a score of securities at 5%, online 55% pay bill 55%, banc assurance 3.125%.
 - c. Incidence of loss were still evident-kenworld company limited overdrawn position kes 3,061,818.26.”
39. The overall observation made from the claimant’s performance appraisal as at November, 2016 was that she did not meet the set targets during the period under review and that her performance was still unsatisfactory. A recommendation was made that her contract be terminated due to performance grounds.
 40. It is notable that the claimant did not sign the minutes arising from the last PIP meeting held on November, 2016.
 41. It is worth noting that the claimant did not raise an objection with regards to her appraisal rating. Testifying under cross examination, the claimant admitted that she never raised any issue with the human resource with regards to her appraisals and that she never asked for support and was denied.
 42. Revisiting the claimant’s performance appraisal, it is evident that her overall performance was below the set targets. It is also noteworthy that the claimant’s performance appraisal was depicted in numbers. Therefore, considering her targets against her performance, it is easy to discern whether she had performed or not. It thus follows that the claimant’s performance could only be discounted by numbers against similar targets. In this case, she has not discounted her performance as per the scores exhibited by the respondent.
 43. With regards to the score cards exhibited by the claimant, it is notable that the same were in respect of other parameters not appearing in the EPM. If I may also point out, the figures in the score cards were not accompanied by any explanatory notes hence it is not clear how the same correlate to the claimant’s overall performance.
 44. In total sum, the evidence on record leads me to conclude that the respondent has proved to the requisite standard that it was justified to take disciplinary action against the claimant on account of her performance.

Fair procedure?

45. Under the *Employment Act*, an employer is required to prove that it subjected an employee to a fair process prior to terminating his or her employment. The specific requirements of a fair process are to be found under Section 41 of the Act. Specifically, an employer is required to notify the employee of the reasons for which it is considering termination of the employment. Subsequently, the employee is to be given an opportunity to make representations in his or her defense and in so doing, he or she is entitled to be accompanied by a fellow employee or shop floor union representative of his or her own choice.
46. In this case, there is no evidence that the claimant was notified of the reasons for which the respondent was considering terminating her employment. Further, there is no evidence that she was afforded an opportunity to defend herself from the allegations of unsatisfactory performance. Indeed, during cross examination, RW1 admitted that the claimant was not taken through a disciplinary hearing.



47. The respondent placed reliance on the PIP meetings and on this score, maintained that the claimant was given an opportunity to be heard. With due respect, a forum to discuss the results of a PIP cannot be equated to the nature of the hearing contemplated under Section 41 of the Act.
48. A PIP is a process that is meant to put on an employee's performance back on track and it is only upon such an employee falling short of the identified targets, that the process under Section 41 commences.
49. Therefore, upon the respondent concluding that the claimant's performance was still below its expectations, the next step was to issue her with a notification that it was contemplating terminating her employment on grounds of unsatisfactory performance. This was to be followed by a hearing as envisaged under Section 41 of the Act. It is through such a forum that the claimant would have had the opportunity to defend herself and adduce evidence, if any.
50. Having failed to comply with the requirements of Section 41 of the Act, it is not in doubt that the claimant was prejudiced and her termination from employment was procedurally unfair within the meaning of Sections 45 (2) (c) and 41 of the Act.
51. On this issue, I am aligned to the determination in *National Bank of Kenya vs Samuel Nguru Mutonya* [2019] eKLR held where it was held as follows:-

“The reason advanced by the Bank for terminating the respondent's employment was poor performance. In *Jane Samba Mukala v Ol Tukai Lodge Limited Industrial Cause Number 823 of 2010; (2010) LLR 255 (ICK)* (September, 2013) the court observed as follows;

- a. Where poor performance is shown to be reason for termination, the employer is placed at a high level of proof as outlined in section 8 of the *Employment Act, 2007*. The employer must show that in arriving at the decision of noting the poor performance of an employee, they had put in place an employment policy or practice on how to measure good performance as against poor performance.
- b. It is imperative on the part of the employer to show what measures were in place to enable them assess the performance of each employee and further, what measures they have taken to address poor performance once the policy or evaluation system has been put in place. It will not suffice to just say that one has been terminated for poor performance as the effort leading to this decision must be established.
- c. Beyond having such an evaluation measure, and before termination on the ground of poor performance, an employee must be called and explanation on their poor performance shared where they would in essence be allowed to defend themselves or given an opportunity to address their weaknesses.
- d. In the event a decision is made to terminate an employee on the reasons for poor performance, the employee must be called again and in the presence of an employee of their choice, the reasons for termination shared with the employee.” Underlined for emphasis

52. In as much as the respondent was justified in taking disciplinary action against the claimant on account of her unsatisfactory performance, it erred by failing to comply with the mandatory provisions of Section 41 of the Act and to that extent, the claimant's termination from employment was procedurally unfair.



Discrimination?

53. It is the claimant's case that she was subjected to discrimination by the respondent. She cited the respondent for conducting a biased, selective and discriminatory evaluation against her. This was disputed by the respondent who averred that all Relationship Managers who did not meet their targets were placed on PIP.
54. The Black's Law Dictionary, (10th Edition), defines the term "discrimination" to mean: "Differential treatment; a failure to treat all persons equally when no reasonable distinction can be found between those favoured and those not favoured."
55. The Court of Appeal in the case of Barclays Bank of Kenya Ltd & Another vs Gladys Muthoni & 20 Others [2018] eKLR, held that arbitrary discrimination in the workplace is outlawed at the highest level of the Constitution and has always been. Therefore, a claim of discrimination is a serious claim that must be supported by evidence.
56. Turning to the case herein, the claimant's assertion that she was discriminated against, was not substantiated. I say so because she did not for instance, give the names of any of her counterparts whose performance was wanting but was treated differently and more favourably compared to her. It was only during cross examination that the claimant provided one name.
57. In any event, the respondent was able to prove to the requisite standard that the claimant's performance was below her set targets hence she cannot term the evaluation as selective and biased against her.
58. In the circumstances, it is my finding that the claim for discrimination has not been substantiated hence it collapses.

Reliefs?

59. Having found that the claimant's termination although substantively justified was procedurally unfair, she is awarded compensatory damages equivalent to three (3) months of her gross salary. This award takes into account the length of the employment relationship as well as the circumstances leading to the claimant's termination.
60. Turning to the question of the losses suffered on account of failure to be confirmed in employment, it is evident that the claimant's probationary period was for six months with effect from 2nd November, 2016. Therefore, as at 2nd May, 2016, the respondent was required to notify the claimant whether her appointment had been confirmed or her probation extended. From the record, there was no word from the respondent as at 2nd May, 2016 and in the days that followed. Therefore, the claimant continued with her work. The respondent avers that it extended the claimant's probation for a further three months as a result of her failure to perform.
61. Section 42 (2) of the Act is relevant in this regard. It provides as follows:

"A probationary period shall not be more than six months but it may be extended for a further period of not more than six months with the agreement of the employee." Emphasis added
62. As can be discerned from Section 42(2), extension of the probationary period must be mutually agreed upon by both the employer and the employee. In this case, there is no evidence that there was mutuality to extend the claimant's probationary period. There is no evidence that the respondent proposed as



much and the claimant accepted the extension. Therefore, in the event the respondent extended the claimant's probation, then the same was as a result of a unilateral decision on its part.

63. Addressing this issue, the Court in the case of James O Oloo vs Tana and Athi River Development Authority [2016] eKLR held as follows:

“This Section is couched in mandatory terms in respect to the probationary period. In case of the claimant then this probation period be extended, then it would have been done in agreement with the Claimant.”

64. And in the case of Narry Philemons Onaya-Odeck vs Technical University of Kenya [Formerly, the Kenya Polytechnic University College) [2017] eKLR, the Court had this to say: -

“In this case, the contemplated 6 months of probation for the claimant came and went. The claimant was not reviewed and was not issued with a letter of confirmation. Such process did not take place as agreed. The respondent sought to review the claimant's employment for purposes of confirmation 8 months into his employment. The inaction of the respondent as the employer cannot be visited upon the claimant. The benefit of this lapse can only apply to protect the claimant's rights in the employment relationship... By operation of the law and in accordance with section 42 of the *Employment Act*, the claimant successfully completed his probation period and thus his employment confirmed.”

65. I wholly apply the above determinations to the instant case and find that the inaction on the respondent's part by failing to extend the claimant's probation as by law required, implied that her appointment had been confirmed after completion of the six months probationary period. Therefore, as at 2nd May, 2016, she was entitled to the benefits due to her had her appointment been confirmed as per the law.

66. In this regard, she is entitled to the sum of Kshs 222,750.00, being 15% of the employer's unremitted pension contribution.

67. With regards to the other claims under paragraph 2.34 (b) and (c) of the Statement of Claim, the same are dismissed as the claimant has not particularized her loss and stipulated the amount she is praying for. Hence, I ask, what is the Court to award?

68. The claim for general and exemplary damages are similarly dismissed.

Orders

69. Against this background, I enter Judgment in favour of the claimant against the respondent and she is awarded: -

- a. Compensatory damages in the sum of Kshs 540,000.00 being equivalent to three (3) months of her gross salary.
- b. The claimant is entitled to unremitted pension contribution in the sum of Kshs 222,750.00.
- c. The total award is Kshs 762,750.00.
- d. Interest on the amount in (c) at court rates from the date of Judgment until payment in full.
- e. The claimant shall also have the costs of the suit.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 14TH DAY OF JULY, 2023.



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STELLA RUTTO

JUDGE

Appearance:

For the Claimant Mr. Mbeche

For the Respondent Ms. Kaunda instructed by Ms. Ngigi

Court Assistant Abdimalik Hussein

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 had been guided by Article 159(2)(d) of the Constitution which requires the court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of the Constitution and the provisions of Section 1B of the Civil Procedure Act (Chapter 21 of the Laws of Kenya) which impose on this court the duty of the court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

STELLA RUTTO

JUDGE

