



**Omolo v Maseno University (Cause E066 of 2021)
[2023] KEELRC 2237 (KLR) (28 September 2023) (Judgment)**

Neutral citation: [2023] KEELRC 2237 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KISUMU
CAUSE E066 OF 2021
CN BAARI, J
SEPTEMBER 28, 2023**

BETWEEN

DR JOSEPH OKUMU OMOLO CLAIMANT

AND

MASENO UNIVERSITY RESPONDENT

Possibility of an employee to serve one institution on a full time basis and another on part time or as a consultant

The claimant’s case was that he was employed by the respondent as a lecturer until termination of his employment. The court noted that section 41 of the Employment Act did not provide for hearing or the need for an employee to make representation at an appellate stage, and therefore determination of the appeal without the claimant being heard was not unprocedural. The court further held that there would be nothing wrong if the claimant served one institution on a full-time basis and another on part time or as a consultant.

Reported by Kakai Toili

Labour Law – employment – full-time vis a vis part-time employment - whether one could serve as an employee in one institution on a full-time basis and another on part time or as a consultant.

Labour Law – employment – termination of employment - failure to provide for hearing at an appellate stage after termination of employment – whether failure to provide for hearing or the need for an employee to make representation at an appellate stage after termination of employment was procedural - Employment Act, Cap 226, section 41, 43, 45 and 47.

Brief facts

The claimant’s case was that he was employed by the respondent as a lecturer until termination of his employment on allegations of gross misconduct and scandalous behavior. The claimant stated that he received a show cause letter and a suspension on allegation that he was a lecturer with the Catholic University of Eastern Africa (CUEA), when he at the same time was a lecturer with the respondent, which allegation, according to the respondent was a serious breach of the terms and conditions of service.



The claimant contended that he was not in permanent employment with CUEA but on a temporary contractual engagement, which did not compromise his contractual obligation with the respondent. The claimant stated that he was not accorded a fair hearing since he was not given an opportunity to cross examine and examine the authenticity of the salary slips and letters from CUEA, nor was he allowed to seek clarification on what constituted gross misconduct and scandalous behaviour. The claimant sought to be reinstated to his previous position, or in the alternative be awarded compensation for loss of employment, damages for loss of reputation and future career growth and damages for being subjected to harsh and discriminatory practices while in employment.

Issues

- i. Whether failure to provide for hearing or the need for an employee to make representation at an appellate stage when their employment had been terminated was procedural.
- ii. Whether one could serve as an employee in one institution on a full-time basis and another on part time or as a consultant.

Held

1. Sections 41, 43, 45 and 47 of the Employment Act, 2007 related to the procedure or termination process and the reasons for the termination. Fair hearing was both a constitutional and a statutory requirement, breach of which, entitled an employee to an award of compensatory damages.
2. Notwithstanding the reasons that an employer had to terminate an employee, section 41 of the Employment Act, 2007, demanded that an employer explains to the employee in a language the employee understood, the reason for which it was considering termination/dismissal, and hear and consider any representation the employee may wish to make before making a decision to terminate.
3. Section 41 of the Employment Act did not provide for hearing or the need for an employee to make representation at an appellate stage, and therefore determination of the appeal without the claimant being heard was not unprocedural.
4. The claimant was issued with a show cause letter which he responded to. He was invited to a disciplinary hearing which he attended and a subsequent appeal lodged against his termination, was deliberated and a verdict reached which sustained the claimant's termination. The claimant's termination was procedurally fair.
5. An employer bore both the legal and the evidential burden of proof of reasons for termination where an employee made allegations of unfair termination. The employee retained the burden of proving the occurrence of unlawful and unfair termination, while the employer must prove the grounds leading to the termination in accordance with section 47(5) of the Employment Act. The letter terminating the services of the claimant was produced in evidence and which led to an inescapable conclusion that a termination occurred. The burden then shifted to the employer to prove the reasons for the termination and the justification thereof.
6. There would be nothing wrong if the claimant served one institution on a full time basis and another on part time or as a consultant. One could not certainly be expected to serve two different institutions, doing the same job on full time basis. It would certainly take a magician to do that. Further, where an employee was shared by two institutions, albeit unknowingly, issues of conflict of interest were bound to occur. Where an employee drew two salaries at the end of the month, on account of a full time job, one employer hugely suffered a disservice.
7. The respondent's reason for terminating the claimant were valid, fair and justified. The claimant's termination was both procedurally and substantively fair.

Claim dismissed with costs to the respondent.

Citations

Cases

Kenya



1. *Ombwori, Hosea Akunga v Bidco Oil Refineries Limited* Cause 171 of 2015; [2017] KEELRC 1599 (KLR) - (Explained)
2. *Otieno, Christopher Oyuech v Karatina University & 2 others* Cause 6 of 2020; [2020] KEELRC 70 (KLR) - (Followed)
3. *Tuitoek, Philip Kimosop v Kingdom Bank Limited* Cause E004 of 2020; [2022] KEELC 193 (KLR) - (Explained)
4. *Watima, Charles Wanjala v Nyali Golf & Country Club Ltd* Cause 157 of 2012; [2013] KEELRC 704 (KLR) - (Mentioned)

Statutes

Kenya

1. Constitution of Kenya article 77(1) - (Interpreted)
2. Employment Act (cap 226) sections 41, 43, 45(2); 47(5)- (Interpreted)
3. Public Officer's Ethics Act (cap 185B) sections 9, 10, 11- (Interpreted)

Advocates

Ms. Kariuki h/b for Mr. Koceyo for the claimant

Ms. Rama for the respondent

JUDGMENT

1. Before court is the claimant's memorandum of claim dated September 13, 2021, and filed on September 20, 2021. Under the claim, the claimant seeks to be reinstated to his previous position, or in the alternative be awarded compensation for loss of employment, damages for loss of reputation and future career growth and damages for being subjected to harsh and discriminatory practices while in employment.
2. The respondent entered appearance on November 1, 2021, and proceeded to lodge its response to the memorandum of claim on November 25, 2021.
3. The claimant's case was heard on March 6, 2023. The claimant adopted his witness statement and produced documents filed in support of his case, and there being no other witnesses, the claimant closed his case.
4. The respondent's case was heard on March 20, 2023, where one Millicent Akinyi, a Senior Assistant Registrar testified in support of the respondent's case. She adopted her statement dated November 24, 2021, and produced documents filed in support of the respondent's case.
5. Submissions were filed for both parties.

The Claimant's Case

6. The claimant's case is that: -
 - i. He was employed by the respondent on December 15, 2009 as a Lecturer in the Department of Religion and Philosophy, and that his role was per the job description contained in his letter of appointment and the Job Specification and description Memo dated 4/10/2010.
 - ii. He was an employee of the respondent until termination of his employment on March 2, 2021, on allegations of gross misconduct and scandalous behavior after having faithfully served the respondent in his capacity as a lecturer for a period of 11 years.



- iii. He diligently served the respondent without any negative appraisal and with no prior disciplinary action as he performed all duties assigned to him under the employment letter, and met all his contractual obligations to the respondent.
- iv. On December 11, 2020, he received a show cause letter and a suspension on December 15, 2020, on allegation that he was a lecturer with The Catholic University of Eastern Africa (CUEA), when he at the same time was a lecturer with the respondent, which allegation, according to the respondent was a serious breach of the Terms and Conditions of Service of Maseno University.
- v. It is his case that the respondent never gave him the purported Terms and Conditions of Service either at the time of employment or at the time of disciplinary proceedings and has never seen such a document. He avers that he was thus accused of flouting conditions he was never made aware of.
- vi. He responded to the Notice to Show Cause and clarified that he was not in permanent employment with CUEA but on a temporary contractual engagement, which did not compromise his contractual obligation with the respondent as he attended to all his legal duties and obligations to the respondent to the satisfaction of the respondent.
- vii. He states that University Lecturers are allowed to engage in private business so long as it does not compromise on their academic duties such Law Lecturers engaging in private practice as Advocates, Medical Lecturers running their private clinics or consultancies etc.
- viii. He was accused of allegations of gross misconduct and scandalous behaviour which is ambiguous and does not reveal the offence committed and that the particulars do not conform to the charge made.
- ix. The *Employment Act, 2007* requires that the claimant employment could only be terminated in accordance with the Law and with just, valid and on reasonable grounds and upon following the laid down procedures of fairness and natural justice. The claimant states that none of the requirements was adhered to by the respondent.
- x. His engagement with the Catholic University of Eastern Africa (CUEA), a private institution, was contractual and not permanent and pensionable, and therefore not in breach of any Terms and Conditions of Engagement with Maseno University.
- xi. He avers that he disclosed to his chair of Department, Maseno University of his temporary part time engagement with CUEA, and that no action was preferred against him during the pendency of his engagement with CUEA.
- xii. The claimant states that his contracts with CUEA had ended by the time he was served with the show cause letter and subsequent administrative action was in bad faith, and that he was not eligible for any disciplinary action since he only had one employer at the time of the show cause letter.
- xiii. There is no cause in the University Statutes and Charter and his terms of service barring him from taking up any other assignment with other institutions during the pendency of his employment, and that in any case, he was not employed by any other institution by the time a notice to show cause letter was served upon him.



- xiv. He states that his termination of employment is unfair since he was not furnished with the particulars of Terms and Conditions of Service which created the offence of gross misconduct and scandalous behavior, hence unable to prepare adequately for his defence.
- xv. He further states that he was not accorded a fair hearing since he was not given an opportunity to cross examine and examine the authenticity of the salary slips and letters from CUEA, nor was he allowed to seek clarification on what constitutes gross misconduct and scandalous behaviour.
- xvi. The claimant states that the resolution made to terminate his employment is invalid since the Disciplinary Committee was not properly constituted in accordance with the University Human Resource Manual as the Vice Chancellor was absent.
- xvii. He states that the termination of his service has adversely compromised his responsibility to provide for his family and made the financial situation of his family more desperate, and caused him unbearable emotional impact and psychological torture.
- xviii. The claimant states that there was no valid reason to terminate his services since the offences he was accused of never existed, nor brought to his attention. He states that the allegations equally did not warrant severe punishment of termination of his service.

The Respondent's Case.

7. The respondent's case is as follows: -
- i. That vide a letter dated December 15, 2009, it employed the Claimant on permanent and pensionable basis as a lecturer in the department of religion.
 - ii. That on October 13, 2015, the Catholic University of East Africa (CUEA) wrote to confirm to the respondent that the Claimant was in their employ on a full time basis.
 - iii. That on December 7, 2015, the respondent through the Registrar wrote the claimant a show cause, which the claimant did not respond to.
 - iv. That on December 9, 2020, the respondent raised the issue again with the CUEA on the claimant's employment since the matter had not been comprehensively determined.
 - v. That on the said December 9, 2020, CUEA University wrote to the respondent confirming that the claimant was a lecturer in their institution from January 1, 2010.
 - vi. That the respondent proceeded to issue a show cause letter, dated December 11, 2020, and demanded that the same be responded to within 14 days of receipt.
 - vii. That on December 15, 2020, the claimant was suspended from the service of the respondent pending further investigation and determination of his case.
 - viii. That vide letter dated January 25, 2020, the claimant was invited to appear before the staff disciplinary committee on February 16, 2020.
 - ix. That on February 16, 2020, the claimant appeared before the Disciplinary Committee and pleaded guilty to the offences and charges levelled against him.
 - x. That the allegations of not being furnished with the terms of service and Human Resource Policy and Procedures Manual are not true since he pleaded guilty to the offences at the hearing, and that they form public documents which are available in the respondents website. It is



the respondent's further case that the allegation is an afterthought meant to hoodwink and misdirect the court.

- xi. That as a public servant the claimant was in breach of sections 9, 10 and 11 of the *Public Officer's Ethics Act* cap 183.
- xii. That on January 18, 2021, CUEA University wrote to the respondent in response to their communication dated January 18, 2021, confirming that the claimant had been in their employment from January 1, 2010, to the date of the said email and had been served with a notice of non-renewal of employment notice which was to end on February 8, 2021.
- xiii. That with regards to the Constitution of the disciplinary meeting, the meeting was chaired by the Deputy Vice-Chancellor Partnership Research and Innovation on behalf of the Vice-Chancellor, who was absent with apology as was evident in the minutes for February 16, 2021.
- xix. It is the respondent's prayer that the suit be dismissed with costs.

The Claimant's Submissions

8. The claimant submits that he was not issued with the Terms and Conditions of Service by the respondent since there is no evidence on record to show that the same was issued, and those produced in court is dated the year 2020, which is 11 years after his employment.
9. It is the claimant's submission that prior to the disciplinary hearing, he made several requests to the Human Resource Manager to be issued with the Human Resource Manual, but his request was unjustly frustrated by the Legal Officer who refused to avail copies to the claimant.
10. The claimant submits that this court should be pleased to find that the claimant was not issued with the Terms and Conditions of Service during his employment in 2009 since the said document was authored in 2020, and there is no proof to the contrary.
11. It is the claimant's submission that the respondent did not justify the grounds for his termination as the same is not prohibited anywhere in the respondent's statutes nor in law. He further submits that he did not commit gross misconduct and scandalous behaviour to warrant the summary dismissal of his employment.
12. It is the claimant's submission that the disciplinary hearing was merely cosmetic and a cover up to sanitize the unfair labour practices that he was subjected to.
13. It is submitted that the circumstances that led to the respondent's decision to terminate the claimant's services were unlawful and with no justifiable cause, and were merely based on deliberate witch-hunt, mistreatment, discrimination and desire to remove the claimant from service.
14. It is his submission that as a consequence of the above breaches of contract, his employment rights have been severely prejudiced and he has continuously suffered loss and damages as a result of unfair loss of employment, anxiety, psychological torture, mental anguish, financial loss, and generally being subjected to disciplinary treatment by the respondent.
15. It is submitted that the claimant is deserving of the prayers sought, and the the honourable court be pleased to grant the prayers in the memorandum of claim dated September 13, 2021.

The Respondent's Submissions

16. It is submitted for the respondent that the termination of the claimant was fair, and that the respondent met the standard of proof required in section 45(2) of the *Employment Act*. The respondent



- further submits that the reason for terminating the claimant was because he held two full-time jobs- one at Maseno University and another at Catholic University of Eastern Africa and continued earning a salary paid by Maseno University/respondent which amounted to fraud
17. It is the respondent's submission that the substance of the charges which the claimant was called to respond to were founded on the provisions of the Human Resource and Procedures Manual and Terms and conditions of service as anchored under the Constitution and the Public Service Code of Ethics, 2016.
 18. The respondent submits that the plain reading of regulation 26 is that it does not allow a public officer on full-time employment to participate in another gainful employment during the term of that employment.
 19. The respondent submits that the claimant did not deny the fact of holding two full-time positions. The respondent further submits that the contention by the claimant is that as much as he held these two positions, he continued to deliver his duties satisfactorily at least as far as delivering his duties with Maseno University is concerned and further contended that there was no conflict of interest arising by his holding of the two jobs.
 20. The respondent submits that the claimant was drawing remuneration made up of a salary, house allowance, commuter allowance and pension benefit, while at the same time, he was on duty at Catholic University of Eastern Africa still on a full-time basis and was also drawing a salary, house allowances and other allowances.
 21. The respondent further submits that the public interest arises from the fact that the claimant was a public officer expected to be serving the public under the respondent which is a State Agency offering services in university education.
 22. The respondent submits that the claimant was required to be available on a full-time basis to dedicate his service to the public through the respondent. It is its further submission that during the same period he was engaged with Maseno University, he was participating in gainful employment at Catholic University of Eastern Africa which also required him to be on full-time basis.
 23. The respondent further submits that as part of evidence in this court, there are a set of the disciplinary meeting minutes which clearly capture the proceedings, and confirm that by the Claimant's own admission, he confirmed that he was in gainful employment with Maseno University and Catholic University of Eastern Africa.
 24. The respondent submits that it is immaterial that the claimant had separated with Catholic University of Eastern Africa by the time of the Staff Disciplinary Committee taking disciplinary action.
 25. The respondent submits that the termination was in accordance with fair procedure and further submitted that in considering this point the court should note that the particulars for which the claimant was to answer to, were succinctly and clearly set out together with the applying provisions as to leave no doubt as to what the Claimant was required to answer to.
 26. The respondent further submits that the claimant was given ample opportunities to make his representations while responding to the notice to show cause, and even accorded an opportunity to make representations in writing and before the Staff Disciplinary committee where he made oral representations.
 27. The respondent submits that the claimant has not demonstrated how the decision to terminate his services was prejudiced by the absence of the substantive chair from the meeting.



28. The respondent submits that under article 77 (1) of the *Constitution*, a full time state officer/public officer shall not participate in any other gainful employment, a fact that the Claimant feigned ignorance of during cross examination and refuted being a public officer.
29. The respondent submits that the claimant was terminated as a result of a conduct which he himself orchestrated as he had notice that the conduct was impugned and not acceptable under the Terms and Conditions of Service.
30. It is the Respondent's submission that the Claimant was also seized with the terms and conditions of service as at the point of appointment which was issued and which he had signed an affirmation to comply as evidenced in the appointment letter dated 15th December, 2009.
31. The Respondent further states that the Claimant does not appreciate the spirit behind engaging in another gainful employment within the meaning of the Public Service Commission Code. The Respondent submits further that the Claimant has not set out or proved the exceptional circumstances that would entitle him to an order of specific performance leading to reinstatement.
32. It is the Respondent's submission that the Claimant was amenable to disciplinary action as undertaken by the Respondent for a real or seeming incompatibility between his public duties and the service at Catholic University of Eastern Africa in line with section 41 of the *Employment Act, 2007*
33. It is the Respondent's submission that it paid the Claimant his salary in lieu of notice and issued him with a certificate of service, therefore he is not entitled to any other relief. It had reliance in the case of *Christopher Oyuech Otieno v Karatina University & 2 Others* [2020] eKLR to support this position.
34. The Respondent prays that the Claimant's claim be dismissed with costs.

Analysis and Determination

35. I have considered the pleadings herein, the parties' oral testimonies and the rival submissions. the issues that arise for determination are: -
 - i. Whether the Claimant was unfairly terminated.
 - ii. Whether the Claimant is entitled to the reliefs sought.
 - iii. Who bears the costs of the suit.

Whether the Claimant was Unfairly Terminated

36. To determine whether or not a termination is fair, the court is guided by the provisions of sections 41, 43, 45 and 47 of the *Employment Act, 2007*. These provisions of the law relate to the procedure or termination process and the reasons for the termination.
37. Fair hearing is both a Constitutional and a statutory requirement, breach of which, entitles an employee to an award of compensatory damages.
38. Notwithstanding the reasons that an employer has to terminate/dismiss an employee, section 41 of the *Employment Act, 2007*, demands that an employer explains to the employee in a language the employee understands, the reason for which it is considering termination/dismissal, and hear and consider any representation the employee may wish to make before making a decision to terminate.
39. In *Philip Kimosop v Kingdom Bank Limited* [2022] eKLR, the court held that the respondent's action of serving a show cause letter to the claimant, inviting the claimant to an oral hearing, giving the claimant the right to call witnesses, produce documents and also be represented by another employee



at the hearing constituted fair procedure. The court emphasized that all these steps taken by the respondent prior to terminating the claimant's employment qualified as following due procedure as contemplated by section 41 of the *Employment Act*.

40. The claimant therein, was issued with two show cause notices. The first one was issued on December 7, 2015, and which he did not respond to and another on December 9, 2020, which he responded to.
41. The notices were issued five years apart, and though the claimant did not respond to the first letter, no follow-up action was taken against the claimant. The court will thus not give much attention to the show cause letter of December 7, 2015, as nothing came out of it that concerns the dispute between the parties herein.
42. The claimant confirmed that he attended and sat through the disciplinary hearing and only stepped out to allow deliberations by the disciplinary committee.
43. The claimant's only issue with the hearing, is that the respondent's Vice-Chancellor did not chair the disciplinary committee, and hence the disciplinary committee was not properly constituted, and further that he was not invited for the hearing of his appeal.
44. The respondent's assertion is that the Vice-Chancellor sent his apology in respect of the disciplinary hearing and appointed a substantive chair for purposes of the hearing. The respondent through their witness (RW1) confirmed to court that the claimant was not invited for the hearing of his appeal and that a verdict was issued without him being heard.
45. For starters, section 41 of the *Employment Act*, does not provide for hearing or the need for an employee to make representation at an appellate stage, and I do not therefore think that determination of the appeal without the claimant being heard is unprocedural.
46. The minutes of the respondent's Disciplinary Committee meeting produced in evidence by the claimant, indicate that the Vice-Chancellor tendered an apology and the meeting was chaired by the Deputy Vice-Chancellor.
47. The policy on disciplinary procedure produced in evidence, does not state that the disciplinary committee meetings must be chaired by the Vice-Chancellor, and no other evidence was adduced to show that it was mandatory that the meeting be chaired by the Vice-Chancellor himself.
48. In my view, the Disciplinary Committee meeting cannot be said not to have been properly constituted by reason only that the Vice-Chancellor did not attend or chair the meeting. The meeting was chaired by his deputy and his apology was recorded.
49. In *Hosea Akunga Ombwori v Bidco Oil Refineries Limited* [2017] eKLR the court expounded on the provisions of section 41 as follows: -
 27. The notice also ought to inform the employee that disciplinary action which might lead to termination of employment is under consideration."
50. The claimant was issued with a show cause letter which he responded to. He was invited to a disciplinary hearing which he attended and a subsequent appeal lodged against his termination, was deliberated and a verdict reached which sustained the claimant's termination.



51. There being no other issue or challenge to the procedure adopted by the respondent in terminating the claimant, I return that the claimant's termination is procedurally fair.
52. The second limb in determining a fair termination, is the reason(s) for the termination premised on the provisions of sections 43, 45(2) and 47(5) of the Employment Act. An employer bears both the legal and the evidential burden of proof of reasons for termination where an employee makes allegations of unfair termination.
53. The employee retains the burden of proving the occurrence of unlawful and unfair termination, while the employer must prove the grounds leading to the termination in accordance with section 47(5) of the Employment Act.
54. The letter terminating the services of the claimant was produced in evidence before court and which leads to an inescapable conclusion that a termination occurred. (See Charles Wanjala Watima v Nyali Golf & Country Club Ltd [2013] eKLR). The burden then shifts to the employer to prove the reasons for the termination and the justification thereof.
55. The ground for the claimant's termination is for engaging in other gainful employment. The respondent's position is that being a public entity and on account of which the claimant was a public officer, he was prohibited under both the Constitution and the Public Officer's Ethics Act from engaging in other gainful employment.
56. The claimant's response was that though he was engaged by catholic University of Eastern Africa (CUEA) at the same time he was engaged at the respondent's institution, he was working for CUEA on part time basis.
57. A letter by the CUEA to the respondent produced in evidence showed that the claimant was employed at the CUEA on full time basis while he was serving on full time basis with the respondent. Pay slips from both institutions are also a clear indication that the claimant was serving both universities on full time basis.
58. Further, other than the assertion by the claimant that he served at the CUEA on part time basis, he was drawing remuneration made up of a salary, house allowance, commuter allowance and pension benefit, while at the same time, he was on duty at Maseno University, still on a full-time basis and also drawing a salary, house allowances and other allowances.
59. In my view, there would be nothing wrong if the claimant served one institution on a full time basis and another on part time or as a consultant. One cannot certainly be expected to serve two different institutions, doing the same job on full time basis. It would certainly take a magician to do this.
60. Further, where an employee is "shared" by two institutions, albeit unknowingly, issues of conflict of interest are bound to occur.
61. In my opinion, where an employee draws two salaries at the end of the month, on account of a full time job, it can safely be said that one employer hugely suffered a disservice.
62. I find and hold that the respondent's reason for terminating the claimant are valid, fair and justified.
63. The upshot therefore is that the claimant's termination was both procedurally and substantively fair.

Whether the Claimant is Entitled to the Reliefs Sought.

64. The claimant sought to be reinstated to his previous position of Lecturer in the Department of Religion and Philosophy without loss of Benefits or in the alternative, he be compensated for loss



of employment and an award of damages for loss of reputation and being subjected to harsh and discriminatory practices together with costs of the suit and interest thereon.

65. The claim for reinstatement or compensation for loss of employment fall on the finding of a fair termination.
66. Further, the claimant did not lead any evidence to show that he was in any way discriminated upon and/or subjected to harsh treatment.
67. In whole, I find the claimant's claim devoid of merit and is hereby dismissed in its entirety with costs to the respondent.
68. Judgment of the court.

SIGNED, DATED AND DELIVERED BY VIDEO-LINK AND IN COURT AT KISUMU THIS 28TH DAY OF SEPTEMBER, 2023.

C. N. BAARI

JUDGE

Appearance:

Ms. Kariuki h/b for Mr. Koceyo for the Claimant

Ms. Rama present for the Respondent

Christine Omolo- C/A

