



**Wangia v County Government of Kakamega County (Employment and Labour Relations Claim 15 of 2023) [2023] KEELRC 2204 (KLR) (22 September 2023) (Judgment)**

Neutral citation: [2023] KEELRC 2204 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KAKAMEGA  
EMPLOYMENT AND LABOUR RELATIONS CLAIM 15 OF 2023**

**JW KELI, J  
SEPTEMBER 22, 2023**

**BETWEEN**

**FANUEL KULATI WANGIA ..... CLAIMANT**

**AND**

**THE COUNTY GOVERNMENT OF KAKAMEGA COUNTY .... RESPONDENT**

**JUDGMENT**

1. The Claimant was a former Kakamega County Government Executive Committee Member for Roads , Public Works and Energy in the 2017 to 2022 Government of Kakamega County and his services were terminated by the new Governor of the Respondent upon election on the 30<sup>th</sup> September 2022 following which he filed the instant Statement of Claim dated 31<sup>st</sup> October, 2022 seeking the following reliefs: -
  - a. A declaration that the Respondent had no authority whatsoever to terminate the claimant from office in the manner done;
  - b. A declaration that the Respondent has no authority whatsoever to propose any person to occupy or exercise the office of the County Executive Committee Member for Roads, Public Works and Energy and acting County Executive Committee Member for Housing Lands , Urban areas and physical planning in the Kakamega County.
  - c. A declaration that the Claimant is validly in office as the County Executive Committee Member for Roads, Public Works and Energy and acting County Executive Committee Member for Housing Lands , Urban areas and physical planning in the Kakamega County.
  - d. The first Respondent be barred from replacing or purporting to replace the claimant as the County Executive Committee Member for Roads, Public Works and Energy and acting County Executive Committee Member for Housing Lands , Urban areas and physical planning in the Kakamega County.



- e. Settlement of all dues as per the claimant's contract of employment for the unexpired term up to December 31<sup>st</sup> 2022 as admitted in the letter of October 13, 2022.
  - f. Special damages as per paragraph 15 of the claim.
  - g. Payment of all terminal dues as admitted in the letter of October 2022.
  - h. Exemplary damages for loss of reputation, discriminatory practices by the respondent and defamation of character causing the claimant to be exposed to obloquy and public odium and suspicion.
  - i. Issue the claimant with a certificate of service as admitted in the letter of October 13, 2022.
  - j. Cost of the suit and interest thereon until payment in full.
2. Together with the claim the Claimant filed verifying affidavit dated 28<sup>th</sup> October 2022, his witness statement dated 28<sup>th</sup> October 2022, list of documents dated 31<sup>st</sup> October 2022 with the bundle of documents.
  3. The petition was opposed. The Respondent entered appearance and filed response to the claim on the 28<sup>th</sup> November 2022.
  4. The Claimant filed reply to the response on the 20<sup>th</sup> January 2023.

### **The Hearing**

5. The Claimant's case was heard on the 26<sup>th</sup> April 2023 where he testified on oath and was cross-examined by counsel for the Respondent. The claimant produced as his evidence documents under list dated 31<sup>st</sup> October, 2022 as C-exhibits 1-16.
6. The Respondent did not call a witness and marked its case as closed on even date.

### **Claimant's case in summary**

7. The Claimant adopted as his evidence in chief his witness statement dated 28<sup>th</sup> October 2022. He was first appointed County Executive Committee Member for agriculture fisheries, livestock and co-operatives development on the 24<sup>th</sup> November 2014 which was extended on the 7<sup>th</sup> March 2022 to run to December 2022 both days inclusive. That the terms of his contract was that it terminated earlier, that effluxion of time would terminate upon *the constitution* of a new executive committee in line with *the Constitution* and section 42(2) of the *County Governments Act*. That on the 29<sup>th</sup> September 2022 he was served with a letter dismissing him from his position with immediate effect. That he instructed his lawyer to defend his position which was done vide letter dated 6<sup>th</sup> October 2022 and the Respondent vide a reply letter dated 13<sup>th</sup> October 2022 informed his advocates their decision on the dismissal was final. That the Respondent violated his terms of contract by payment of 1 month in lieu of notice. That in letter dated 13<sup>th</sup> October 2022 the reasons stated the termination was in good faith and they would pay outstanding dues and issue certificate of service. That he needs to be compensated for the remaining period of contract. The he was validly in office as County executive committee member for Kakamega county.

### **Response in summary**

8. The Respondent relied on their response filed on the 28<sup>th</sup> November 2022 which was denied in reply by the Claimant. It was their case that the purported extension of contract was illegal, null and void and



of no effect particularly that the contract was to lapse on the 31<sup>st</sup> December 2022. That the Claimant ought to have known the extension of his contract on the 7<sup>th</sup> March 2022 was issued illegally as it purported to extend his contract beyond the life of the county government that existed. That the letter of the governor of 22<sup>nd</sup> September 2022 was lawful. That the claimant stay in office after 15<sup>th</sup> September 2022 when the Respondent's governor elect was sworn in office was not as a right as he was not appointed under the new government. The claimant was free to apply for consideration by the new county government.

### **Written submissions**

9. After the closure of defence case the court gave directions on filing of written submissions. The parties complied. The Claimant's written submissions drawn by Singanga and company advocates and were dated 23<sup>rd</sup> May 2023 and received in court on the 13<sup>th</sup> June 2023. The Respondents' written submissions drawn by Lutta & Co. Advocates were dated 7<sup>th</sup> June 2023 and received in court 9<sup>th</sup> June 2023.

### **Determination**

#### **Issues for determination.**

10. The Claimant identified the following issues for determination in the dispute:-
- a. Whether the Respondent's action of terminating the from service was unlawful, malicious and unprocedural.
  - b. Whether the claimant is entitled to the prayers sought.
11. The Respondent in its submissions identified the following issues for determination:-
- a. Whether the claimant's employment was tied to the term of office of the appointing governor.
  - b. Whether the claimant is entitled to the reliefs sought.
12. The court having perused the pleadings by the parties and their submissions was of the considered opinion that the issues placed before the court by the parties for determination of the petition were follows:-
- a. Whether the Claimant was unfairly terminated from her position of the County Executive Committee Member (CECM).
  - b. Whether the Claimant was entitled to remedies sought.

#### **Issue)a. Whether the Claimant was unfairly terminated from her position of the County Executive Committee Member (CECM)? The Claimants 's submissions and evidence**

13. The Claimant adopted his witness statement dated 28<sup>th</sup> October 2022 as his evidence in chief which the court summarized as his case. As his evidence was C- Exhibit 1 letter of appointment as County Executive Committee Member with effect from 24<sup>th</sup> November 2014 to 25<sup>th</sup> November 2017 by Kakamega County Governor Oparanya. C- Exhibit 2 was a further appointment as CECM effective 1<sup>st</sup> September 2020 to 28<sup>th</sup> February 2021. C- Exhibit 3 was appointment letter dated 7<sup>th</sup> March 2022. The claimant was appointed as 'acting Executive Committee Member in the department of Lands , Housing, , Urban Areas and physical Planning in the County Government of Kakamega with effect form 16<sup>th</sup> February 2022 to 31<sup>st</sup> December 2022. C-Exhibit 4 was a letter dated 7<sup>th</sup> March 2022 being extension of contract dated 29<sup>th</sup> October 2021 which was extended to 31<sup>st</sup> august 2022. The Governor



then Hon. Oparanya stated: ‘reference is made to the letter dated 29<sup>th</sup> October 2021 in which your contract was extended to 31<sup>st</sup> august 2022. To facilitate smooth transition to the next government I hereby extend your contact to 31<sup>st</sup> December 2022’. C- Exhibit 5 was a letter by Governor Hon. Barasa dated 29<sup>th</sup> September, 2022 terminating the contract of the claimant with payment of 1 month notice. C- Exhibit 6 was demand letter title unlawful termination. C- Exhibit 7 was the response by the County Attorney which stated, inter alia, the termination adhered to the provisions of section 31 of the County Government Act and in good faith the claimant would be paid all his outstanding dues under the lawfully terminated contract and be issued with certificate of service. C- Exhibit 8(a) –(d) request for renewal dated 26<sup>th</sup> February 2021, extension of contract dated 29<sup>th</sup> May 2021, request for renewal dated 29<sup>th</sup> September 2021 and deployment as CECM roads public works and Energy dated 29<sup>th</sup> October 2021 effective 1<sup>st</sup> November 2021 to 31<sup>st</sup> August 2022. C- exhibit 9 was a letter by Ethics and Anti-corruption Commission dated 22<sup>nd</sup> September 2022 to the new governors on management of existing staff, new recruitment and pending bills in the county governments. C- exhibits 1 a and b were handover reports, C- Exhibit 12a pay slip of September 2022 and C- Exhibit 12b was the Kenya Gazette on remuneration of CEM.

14. During cross-examination the claimant confirmed his appointment was contractual, renewed from time to time as per his exhibits contract letter (exhibit1,2 and 8 a). He did apply for the first renewal of 26<sup>th</sup> February 2021. Letter of 29<sup>th</sup> May 2021 was a further extension which he said was to allow for evaluation of his performance. There was no evidence before the court of the evaluation having been done. He confirmed extension of contract was at pleasure of the governor. He confirmed that the letter of extension of 7<sup>th</sup> March 2022 was not coinciding with the previous extension of contracts, they had discussed the extension in the cabinet. The Claimant told the court in extending the contract beyond his term Governor Oparanya managed succession. He had no evidence of having applied to serve in the Government of Governor Barasa. He did not appeal against the termination but complained to his advocate, he handed over and complained after 6 days. He confirmed he was not entitled to serve as CEC in the new government. On re-exam, he complained that when he got the termination letter there was no new cabinet in place. The termination was by effluxion of time or appointment of new cabinet, he served to September 2022 and had contract to December 2022. The new governor was sworn in on the 13<sup>th</sup> September 2022.
15. In written submissions, the Claimant submits that his termination was subject to two conditions as per contract which stated:-‘Please not that, this contract shall be deemed to have terminated, (i)upon recruitment of new executive committee member in line with the provisions of section 42(2) of the County Governments Act 2012 or ii upon termination of this contract by effluxion of time whichever comes first.’ That the claimant’s termination of contract was done contrary to express terms of contract based on unfair procedure. That the claimant was one of the few members of the county executive committee who received letter of dismissal from the respondent while other members of the various county executive committee remained in service as expressed in their letters till December 31 2022, that singling the Claimant was an act of dismissal. That the termination was political and discriminatory. That section 5(3) of the Employment Act provides for non -discrimination of the employees at the work place on grounds that here a political or other opinions. The court relied on the decision in Kenfreight (EA) Ltd v Benson k. Mguti ( 2016) Eklr.

### **Respondents’ submissions**

16. The Respondent relied on provisions of the Constitution Article 179(6&7) 7) ‘ If a vacancy arises in the office of the county governor, the members of the county executive committee appointed under clause (2)(b) cease to hold office.’



17. That under section 30 of the County Government Act 2012 on the functions of the Governor states:- in 30(2)(d) ‘appoint, with the approval of the county assembly, the county executive committee in accordance with Article 179(2)(b) of *the Constitution*.’”
18. It was the Respondent’s submission that section 31(a) of the *County Governments Act* does not bind the Governor to justify dismissal of CEC and to buttress this submissions relied on the decision of Justice Rika in *Tom Luusa Munyasya & another v Governor Makueni County & another* (2014) e KLR where the Judge held, in part:- ‘ 31. To enable them pursue implementation of the policies sold to the electorate at the ballot, the elected CEOs are granted the discretion, in appointing the persons to execute these policies. The National President appoints Cabinet Secretaries with the approval of the National Assembly, while the Governor appoints Members of the County Executive Committee with the approval of the County Assembly. Under Article 152 [5] of *the Constitution*, the President may re-assign a Cabinet Secretary; dismiss a Cabinet Secretary; and shall dismiss such a Cabinet Secretary if required to do so, under the National Assembly procedures contained in Article 152 [6] to 152 [10]. He is not required by any law, to justify his decision. Under Article 154 [2] [b] the President has the discretion to dismiss the Secretary to the Cabinet without assigning reasons for the decision. 32. Section 31 [a] of the *County Governments Act* 2012, allows the Governor to dismiss a Member of the County Executive Committee, like the President is allowed to dismiss Cabinet Secretaries under Article 152 [5], if the Governor considers it appropriate or necessary to do so. He is not required under this law, to justify his decision. The Governor shall also dismiss a Member of the County Executive Committee under Section 31 [b], if required to do so by a resolution of the County Assembly made under Section 40 of the Act.’”
19. The Respondent further relied on the decision in *Kisumu County Public Service Board and another v Samuel Okuro & 7 others* (2018)e KLR held, ‘[28] Further, under Article 179(7), the term of office of executive committee members appointed by the governor is tied to the term of the appointing governor such that if the governor ceases to occupy the office, the appointment of the executive committee member also ceases.’”
20. The Respondents submit that the term of the Claimant lapsed with the appointment of the Governor and with swearing in of new governor and relied on the decision in *Geoffrey Agwera Ndubi v John Obiero Nyagarama & 6 others; Bladys Bogonko Momanyi & 4 others (Interested Parties)* [2020] eKLR, ‘52. It is the finding of court that the office of CEC member is tied in the hip to the office of the Governor.’”

## Decision

21. The Claimant was initially appointed to the post of Executive Committee member by former Governor Kakamega County Hon. Oparanya vide letter dated 5<sup>th</sup> October 2020. On the 29<sup>th</sup> October 2021 the contract was extended by the same governor from 1<sup>st</sup> November 2021 to 31<sup>st</sup> August 2022(c-). In what the court finds strange the same Governor while the existing contract was still valid by more than 4 months, vide letter dated 7<sup>th</sup> March 2022 while referring to the contract expiring on the 31<sup>st</sup> August 2022 extended the said contract to 31<sup>st</sup> December 2022 on ground of ensuring smooth transition to the next government. The contract stated in part:- ‘ Please note that this contract shall be deemed to have terminated upon recruitment of new executive committee member in line with the provision of section 42(2) of the County government act 2012 or upon termination of the contract by effluxion of time.’”
22. The General elections in Kenya were held in this country on the 9<sup>th</sup> August 2022. The Kakamega general elections were delayed and held on the 29<sup>th</sup> August 2022 with the new Governor(Hon Barasa)



being sworn in on the 15<sup>th</sup> September 2022. The new Governor on assent to office served the claimant with a letter of termination of the position he was holding as CEC and ordered him to handover to his nominee of choice (c-exhibit 5). The letter invoked the provisions of Article 179 of *the Constitution* and section 42(2) of the *County Governments Act*. Article 179 provides for the appointment and tenure of the CEC as follows:- ‘179(1) The executive authority of the county is vested in, and exercised by, a county executive committee. (2) The county executive committee consists of— (a) the county governor and the deputy county governor; and (b) members appointed by the county governor, with the approval of the assembly, from among persons who are not members of the assembly. (3) The number of members appointed under clause (2)(b) shall not exceed— (a) one-third of the number of members of the county assembly, if the assembly has less than thirty members; or (b) ten, if the assembly has thirty or more members. (4) The county governor and the deputy county governor are the chief executive and deputy chief executive of the county, respectively. (5) When the county governor is absent, the deputy county governor shall act as the county governor. (6) Members of a county executive committee are accountable to the county governor for the performance of their functions and exercise of their powers. (7) If a vacancy arises in the office of the county governor, the members of the county executive committee appointed under clause (2)(b) cease to hold office.’ (emphasis given)

23. Section 42 (2) of the *County Governments Act* reads:- ‘42(2) *The constitution* of a new executive committee after an election under subsection (1) shall be finalized within twenty-one days of the swearing in of the members of the county assembly.’
24. The Claimant faulted the termination for lack of due process and for breach of her contract as there was no new executive committee member committee and his contract had not expired. He further alleged discrimination as some of his colleagues were retained to served up to December 2022 as per their contracts.
25. The Respondent’s position was that the term of employment as CECM was terminated by operation of the law pursuant to Article 179(7) of *the Constitution* to wit: ‘179(7) If a vacancy arises in the office of the county governor, the members of the county executive committee appointed under clause (2)(b) cease to hold office.’ That the court of Appeal has pronounced itself on the issue in *Kisumu County Public Service Board and another v Samuel Okuro & 7 others* (2018)e KLR held ‘[28] Further, under Article 179(7), the term of office of executive committee members appointed by the governor is tied to the term of the appointing governor such that if the governor ceases to occupy the office, the appointment of the executive committee member also ceases.’ That further section 31(a) of the *County Governments Act* did not oblige the Governor to issue reasons for the dismissal as stated in *Tom Luusa Munyasya & another v Governor Makueni County & another* (2014) e KLR (supra).
26. The court found the letter of 7<sup>th</sup> March 2022 issued by the former governor was irregular for 2 reasons. First that the extension of contract was done while there was a valid existing contract with more than 4 months to expiry. Secondly, the extension was beyond the term of the appointing governor contrary to the provisions of Article 179(7) of *the Constitution* that ‘If a vacancy arises in the office of the county governor, the members of the county executive committee appointed under clause (2)(b) cease to hold office.’ The court upholds the court of Appeal decision in *Kisumu County Public Service Board and another v Samuel Okuro & 7 others* (2018)e KLR held ‘[28] Further, under Article 179(7), the term of office of executive committee members appointed by the governor is tied to the term of the appointing governor such that if the governor ceases to occupy the office, the appointment of the executive committee member also ceases.’ The court applying the foregoing provisions of article 179(7) of *the Constitution* and decision of the Court of Appeal in *Kisumu County Public Service Board and another v Samuel Okuro & 7 others* (2018)e KLR holds that the term of the claimant ran



concurrently with the appointing authority the former governor and her appointment was deemed to have ceased on the exit of the former governor following election and swearing in of the 3<sup>rd</sup> Respondent.

27. That brings me to whether the termination was unfair for lack of due process. The claimant relied on *Kenfreight (EA) Ltd v Benson K. Nguti*(2016)e KLR where the court expressed itself stating :-‘ Termination of employment will be unfair if the court finds that in all the circumstances of the case it is based on invalid reasons or if the reason itself or the procedure of termination is itself not fair.’ And in *R V Vice Chancellor JKUAT Misc. Appl. No 30 Of 2003* which quotes the case of *General council v Spackman (1943)2 ALLER 337* where Lord Wright at page 345 stated:-‘ if the principles of natural justice are violated in respect of any decision , it is, indeed immaterial whether the same decision would have been arrived as in the absence of the departure from the essential principles of justice, the decision must be declared no decision.’ It is my holding the issue of unfair termination would not apply where the termination, was pursuant to the law being the expiry with the term of the appointing authority. Article 179(7) of *the constitution* states:- ‘7) If a vacancy arises in the office of the county governor, the members of the county executive committee appointed under clause (2)(b) cease to hold office.’
28. The Claimant admitted he did not have a right to serve as a member of the new government and had not applied. The claimant relied on the terms of termination under his contract to seek for compensation for the termination. I have already addressed my mind on similar case. I do uphold my decision in a similar case o in the case of *Sabana v County Government of Kakamega and others (2023) eKLR* where the Petitioner was a colleague County Executive Committee member of the Claimant and her contract with same terms and terminated in similar version held :- ‘ that former Governor out of mistaken duty about the future government transition irregularly extended the contract of the Petitioner and others into the term of the new governor who had a constitutional duty to appoint his cabinet (CECMs) under Article 179 of *the Constitution*.’ I do uphold my said decision to apply in the instant case as the facts are similar. The claimant alleged discrimination based on political and other opinions. No evidence was placed before the court of the said opinions. In *Sabana case(supra)* I considered Whether or not it was true that only the petitioner and 2 others had their contracts terminated and whether that amounted to discrimination to taint the termination by the new governor and held:-‘ It was true the 3<sup>rd</sup> respondent did retain some of the existing CECMs. The court having stated the law on the terms of service of CECMs to be concurrent with the appointing governor finds that the act by the new governor was supported by the law. Whether or not others were terminated or served entire term was neither here nor there as the substantive claim of valid contract had failed. The court finds that there cannot be a right to property of a public office and upholds the decision in *Attorney General & another v Andrew Kiplimo Sang Muge & 2 others [2017] eKLR* to wit:- ‘To begin with there is no such a thing as legitimate expectation to hold, to the end of its term, a public or elective office since a public office is not the property of the office-holder. See *South African Veterinary Council V Szymanski 2003 ZASCA 11*. See also *Justice Kalpana H. Rawal V. Judicial Service Commission & 3 others (supra)*.’ In *Eckerson V City of Des Moines, 137 Iowa 452*, the Iowa Supreme Court emphasized that: “Public offices are created in the interests of the general public, and not for the benefit of any individual. And no one in possession of an office has a constitutional right to remain therein for the full period of the term for which he was elected..... ..In the case of statutory office, the Legislature may even abolish the office, and with the taking effect of the law providing thereof, the right of the incumbent to further act ceases eo instante, notwithstanding the term for which he was elected has not expired. The court finds that the termination of the contract of the Petitioner was within what is called by operation of the law being article 179(7) of *the Constitution* and no legitimate expectation could have accrued to the Petitioner to serve to end of her contract which was beyond the term of the appointing Governor” . I adopt my foregoing decision with approval to apply in the instant case which has similar facts and hold that there was no discrimination of the claimant in the termination of the contract. I further do



hold that the Constitution is supreme to any written law. Article 179(7) providing ‘7) If a vacancy arises in the office of the county governor, the members of the county executive committee appointed under clause (2)(b) cease to hold office’ negates any other provision of the law that would appear to extend the contractual rights of the executive committee member like section 42 of the County Governments Act relied on by the Claimant which reads:- ‘When a general election is held for a county government, the outgoing county executive committee shall remain in office until a new county executive committee is constituted after the election.’ Such a provision cannot create legitimate expectation that the CECM would have contractual rights to serve beyond the term of the appointing governor as that could be inconsistent with the terms of article 179(7) the constitution(supra) hence to the extent of that inconsistency a nullity. Indeed in the instant case the claimant admitted he had no right to serve as CEC of the new Governor and had not even applied for the position. Consequently the court holds the termination of the services of the claimant with notice was a reasonable step taken by the incoming Governor and consistent with the provisions of article 179(7) of the Constitution.

**Issue b. Whether the claimant was entitled to remedies sought.**

29. The claimant sought the following reliefs:-

- i. A declaration that the Respondent had no authority whatsoever to terminate the claimant from office in the manner done;
- ii. A declaration that the Respondent has no authority whatsoever to propose any person to occupy or exercise the office of the County Executive Committee Member for Roads, Public Works and Energy and acting County Executive Committee Member for Housing Lands , Urban areas and physical planning in the Kakamega County.
- iii. A declaration that the claimant is validly in office as the County Executive Committee Member for Roads, Public Works and Energy and acting County Executive Committee Member for Housing Lands , Urban areas and physical planning in the Kakamega County.
- iv. The first Respondents be barred from replacing or purporting to replace the claimant as the County Executive Committee Member for Roads, Public Works and Energy and acting County Executive Committee Member for Housing Lands , Urban areas and physical planning in the Kakamega County.
- v. Settlement of all dues as per the claimant’s contract of employment for the unexpired term up to December 31<sup>st</sup> 2022 as admitted in the letter of October 13, 2022.
- vi. Special damages as per paragraph 15 of the claim.
- vii. Payment of all terminal dues as admitted in the letter of October 2022.
- viii. Exemplary damages for loss of reputation, discriminatory practices by the respondent and defamation of character causing the claimant to be exposed to obloquy and public odium and suspicion
- ix. Issue the claimant with a certificate of service as admitted in the letter of October 13, 2022.
- x. Cost of the suit and interest thereon until payment in full.

30. The letter of termination stated the Claimant was to be paid one month salary in lieu of notice and all outstanding dues under the terminated contract . Having held the claim for unfair termination had no basis the termination being on operation of the law. The court further finds that compensation for remainder of the period contract is not lawful as it is not one of the remedies provided for under



section 49 of the Employment Act . Section 50 guides the court to apply Section 49 on remedies(insert). Further there is no basis for any compensation outside days worked the contract having be expired by end of term of the appointing governor under Article 179(7) of the Constitution. The was no prove of the special damages and all other claims failed. The court has not found proof of lack of payment of any dues under the contract as stated in letter of 13<sup>th</sup> October 2022. The certificate of service was also provided in the said letter. I find no basis to grant any of the reliefs sought.

### **Conclusion and disposition**

31. In the upshot the court holds that the term of employment as Kakamega County CECM of the Claimant expired on the former Governor, his appointing authority, ceasing to hold office under Article 179(7) of the Constitution to wit:- ‘7) If a vacancy arises in the office of the county governor, the members of the county executive committee appointed under clause (2)(b) cease to hold office.’” That the claim for unfair termination and discrimination had no legal basis consequently. This was a normal termination by operation of the law with notice pay in lieu for one month.
32. In conclusion the claim is held to be without merit and is dismissed in its entirety. Considering the nature of the employment and the confusion caused by outgoing governor of an extension of contract, I exercise my discretion on costs and hereby order each party to bear own costs in this petition.
33. It is so ordered

**DATED, SIGNED AND DELIVERED IN OPEN COURT AT KAKAMEGA THIS 22<sup>ND</sup> DAY OF SEPTEMBER 2023**

**JEMIMAH KELI**

**JUDGE**

In The Presence of

C/A Lucy Macheso

For Claimant: Ms. Ouma h/b Siganga

For Respondent: Moga h/b Lutta

