



**Gicheru v Chuna Sacco Society Ltd (Cause E017 of 2022)  
[2023] KEELRC 2101 (KLR) (19 September 2023) (Judgment)**

Neutral citation: [2023] KEELRC 2101 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E017 OF 2022  
JK GAKERI, J  
SEPTEMBER 19, 2023**

**BETWEEN**

**ABEL MAINA GICHERU ..... CLAIMANT**

**AND**

**CHUNA SACCO SOCIETY LTD ..... RESPONDENT**

**JUDGMENT**

1. The Claimant initiated this suit by a Memorandum of Claim filed on 17<sup>th</sup> January, 2022 alleging unfair/unlawful termination of employment, annual leave pay and unlawfully surcharged salaries.
2. The Claimant avers that he was employed by the Respondent on 1<sup>st</sup> February, 1997 as an Accounts Clerk and later rose to the position of Accountant and was earning Kshs.97,523/= per month as at the date of termination of employment and served diligently and faithfully.
3. That he was interdicted on 18<sup>th</sup> December, 2020 for further investigations and was directed to leave the premises under police watch.
4. It is the Claimant's case that the interdiction subsisted until the invitation to a disciplinary hearing on 29<sup>th</sup> March, 2021 and presented himself for a hearing on 9<sup>th</sup> April, 2021.
5. The Claimant avers that the outcome of the hearing was pre-determined and he appealed the decision which was upheld.
6. The Claimant denied having been involved in misappropriation of funds.
7. That he was not paid house allowance and the Respondent withheld the salary for April, May, June and August, 2021.



8. The Claimant prays for;
  - i. Accrued leave days Kshs.292,569/=
  - ii. Salary for April, May, June, August, September and October Kshs.243,808/=.
  - iii. Notice pay Kshs.97,523/=.
  - iv. Unfair termination Kshs.1,170,276.00/=
  - v. Certificate of service.

#### **Respondent's case**

9. The Respondent admits that the Claimant was its employee as alleged at a salary of Kshs.97,523/= per month.
10. It is the Respondent's case that the Claimant served it diligently for sometime but his transgressions came to light later.
11. The Respondent denies having terminated the Claimant's employment unfairly and unlawfully.
12. The Respondent further admits that the Claimant was interdicted from 18<sup>th</sup> December, 2020 to 29<sup>th</sup> March, 2021 for further investigations of the alleged financial improprieties and he was heard on 9<sup>th</sup> April, 2021 and had provided a detailed written response.
13. The Respondent prayed for dismissal of the suit.

#### **Claimant's evidence**

14. The Claimant's written statement dated 14<sup>th</sup> January, 2022 rehearses the contents of the Memorandum of Claim.
15. On cross-examination, the Claimant testified that he received a notice to show cause and responded in writing, requested for a hearing and the request was granted and a union representative attended the hearing which culminated in his dismissal on 15<sup>th</sup> April, 2021. He confirmed having been heard and appealed to the Board of Directors of the Respondent which affirmed the dismissal by letter dated 5<sup>th</sup> November, 2021.
16. The witness confirmed that though an audit was done, he was not given a copy of the report.
17. The witness also confirmed that he had prayed for the salary of April – October 2021 and was unsure about the claim for leave.
18. On re-examination, the Claimant testified that the transactions he was involved in were subject to control of those above him as there were seven (7) persons above him.
19. That the request for the Audit Report through his counsel was not honoured and the alleged embezzlement of funds was not reported to the police.

#### **Respondent's evidence**

20. Mr. Andrew Abuga confirmed on cross-examination that he was not the Claimant's supervisor but was the Internal Auditor of the Respondent.



21. That the Claimant's duties included raising payment vouchers, preparing reconciliation reports, initiating payments and petty cash refunds to members among others and the Respondent had internal controls and from 2001 to 2018 the Respondent did not have water tight system.
22. It was his testimony that an Accounts Clerk could not have transacted without oversight. He confirmed that a firm of Auditors conducted an audit, a report of which he had but did not file the same.
23. The witness confirmed that the Claimant was neither arrested nor charged for the alleged embezzlement and the audit was completed in April 2021.
24. That the Claimant was interdicted to pave way for investigation and the notice to show cause was issued before the audit report was ready.
25. The witness confirmed that the Respondent, in the meantime had the Auditor's Report awaiting adoption by the board of directors and the Claimant was interviewed by the independent auditor.
26. On re-examination, the witness testified that an on-site inspection Report by the Ministry of Co-operatives highlighted the challenges the Respondent was facing.
27. The witness confirmed that the Respondent paid the Claimant's salary during interdiction and the matter would be reported to the police in future.
28. Finally, the witness confirmed that the Respondent paid the Claimant all his dues and was thus not entitled to the salary for May to October 2021.

#### **Claimant's submissions**

29. Counsel for the Claimant addressed two issues, namely; whether termination of the Claimant's employment was fair and entitlement to the reliefs sought.
30. On termination, counsel relied on the provisions of Sections 43 and 45 of the *Employment Act, 2007* and the sentiments of the court in *Walter Ogal Anuro v Teachers Service Commission* [2013] eKLR and *Josephine M. Ndungu & others V Plan International Inc* [2019] eKLR to urge that the Respondent had not demonstrated that it had a valid reason to terminate the Claimant's employment and the termination was thus unfair. That the Claimant was not given specific reasons for the suspension until 29<sup>th</sup> March, 2021 when he received the notice to show cause which outlined the charges.
31. Counsel submitted that the alleged forensic audit report which informed the notice to show cause was unavailable at the time and was not filed or availed to the Claimant at the disciplinary hearing or during the appeal.
32. Counsel submitted that the Claimant was unaware of the basis of the alleged misconduct as no documentation was provided.
33. Counsel relied on the sentiments of the court in *Josphat Lolmeweti v Kenya Kazi Services Ltd* [2021] eKLR to urge that the Respondent subjected the Claimant to double jeopardy owing to the procedural flaws.
34. Reliance was also made on the provisions of Section 41 of the *Employment Act, 2007* and the decision in *David Wanjau Muhoro v Ol Pejeta Ranching Ltd* [2014] eKLR on the procedural precepts of termination of employment.



35. Counsel further submitted that the disciplinary process took too long and the Claimant was not supplied with documents and materials used against him and the Committee had to take a short break to enable the Claimant go through the audit report.
36. The sentiments of the court in David Wanjau Muhoro (Supra) and Rebecca Ann Maina & 2 others v Jomo Kenyatta University of Agriculture & Technology [2014] eKLR were relied upon to urge that the employee was entitled to the documents the employee intended to rely on.
37. Counsel urged that the Respondent had a pre-determined decision as discernible from the minutes of the disciplinary hearing.
38. On the reliefs sought, counsel submitted that the Claimant was entitled to compensation under Section 49(1)(c) of the Employment Act at 12 months.
39. The decision in Peter Kamau Mwaura & another V National Bank of Kenya (2020) where the Claimants had served for 27 and 16 years respectively and were awarded 12 months salary.
40. Counsel urged that the Claimant was entitled to notice pay as prayed pursuant to Section 36 of the Employment Act, 2007, house allowance at 15% of basic salary, overtime pay at 36 hours each week and costs.

### **Respondent's submissions**

41. According to the Respondent's counsel, the issues for determination are;
  - i. Whether termination of the Claimant's employment was unfair.
  - ii. Whether the Claimant is entitled to the reliefs sought.
42. As regards termination, counsel submitted that the Respondent had a valid reason to terminate the Claimant's employment having acted on the recommendations by the Sacco Society Regulatory Authority (SASRA) forensic audit report.
43. That the interdiction was intended to facilitate further investigations and a notice to show cause followed in March 2021.
44. Counsel submitted that the Claimant had not adduced evidence of having requested for the audit report.
45. Reliance was made on the provisions of Section 43 of the Employment Act to urge that the Respondent had a reason to terminate the Claimant's employment.
46. The sentiments of the court in Galgalo Jarso Jillo V Agricultural Finance Corporation (2021) eKLR were relied upon to buttress the submission that the Respondent had reasonable and sufficient ground to terminate the Claimant's employment.
47. As regards the procedure employed by the Respondent, Counsel submitted that having been issued with an interdiction letter, notice to show cause to which the Claimant responded and having been heard on 9<sup>th</sup> April, 2021, his termination was not procedurally flawed.
48. The decision in Rebecca Ann Maina & 2 others V Jomo Kenyatta University of Agriculture and Technology was cited to buttress the submission.
49. Finally on the reliefs sought, counsel submitted that since the termination of employment was fair, the Claimant was not entitled to the reliefs sought and the suit ought to be dismissed.



## Determination

50. The issues for determination are;
- i. Whether termination of the Claimant's employment was unfair.
  - ii. Whether the Claimant is entitled to the reliefs sought.
51. As regards termination of the Claimant's employment, parties have adopted contrasting positions. While the Claimant submitted that it was unfair, the Respondent maintained that it was fair. It is common ground that the Claimant was an employee of the Respondent from 1<sup>st</sup> February, 1997 and was dismissed on 15<sup>th</sup> April, 2021 allegedly for gross misconduct.
52. Both the provisions of the *Employment Act*, 2007 specifically Sections 41, 43, 44, 45 and 47(5) and case law are consistent that for a termination of employment to pass the fairness test, it must be proven that the employer had a valid and fair reason for the termination and conducted it in accordance with a fair procedure. There must have been not only substantive justification for the termination, but also procedural fairness.
53. These requirements were aptly captured by Ndolo J. in *Walter Ogal Anuro v Teachers Service Commission* [2013] eKLR cited by the Claimant's counsel.
54. Similar sentiments were expressed by the Court of Appeal in *Naima Khamis V Oxford University Press (EA) Ltd* [2017] eKLR.
55. The salient issue for determination is whether termination of Claimant's employment was substantively justifiable and procedurally fair.

## Reasons for termination

56. It is common ground that by a letter dated 18<sup>th</sup> December, 2020, the Claimant was interdicted by the Respondent.
57. Regrettably, none of the parties filed a copy of the letter to enable the court determine the reason(s) for the Respondent's action, duration and terms of interdiction.
58. Intriguingly, RWI's written statement dated 21<sup>st</sup> March, 2023 makes no reference to the interdiction letter in December 2020 nor the reasons thereof. In his oral testimony, the witness testified that the Claimant was interdicted to pave way for investigations. Similarly, the report makes no reference to any investigation by the Respondent or SASRA as alleged by the Respondent's counsel in his submissions.
59. In his oral evidence, however, the Respondent's witness Mr. Andrew Abuga testified that an audit had been conducted by an Audit firm and he had a copy. It was his testimony that the investigation was completed in April 2021 but the report was not filed.
60. He also confirmed that the notice to show cause dated 29<sup>th</sup> March, 2021 was issued before the Audit Report was ready ostensibly on the basis of an interim report, a copy of which was not filed.
61. The witness adduced no evidence that the audit firm conducting the investigation interviewed the Claimant.



62. The Claimant was charged with 14 counts, that;
- i. He caused a loss of Kshs.68,712,405/= to the Respondent between 2013 and 2017.
  - ii. His FOSA account No. 0109599 had cash deposits of Kshs.96,699,311/= followed by withdraws between 2013 and 2017.
  - iii. Entries on computer maintenance of Kshs.8,611,531/= (2013 – 2016) without supporting documents and the amount was traced to his FOSA Account.
  - iv. Benefited from two fictitious payments of Kshs.1,000,000/= in December 2014, that Kshs.900,000/= was traceable to his FOSA Account and Kshs.500,000/= was shared with one Rotich, the Systems Administrator.
  - v. Posted unsupported and unauthorised payments in Treasury of Kshs.1,194,500/= and shared the same with other staff.
  - vi. Embezzlement of loan proceeds due to a member (one Anna Muriungi) No. 07329 traced to FOSA Account.
  - vii. Fraudulent transfer of monies belonging to members No. 10914 – Prof. Wanjala on 3/9/2014 and No. 03664 O.M. Gumbe on 23/06/2014, amounting to Kshs.298,000/= and Kshs.1,000,000/= respectively.
  - viii. Embezzlement of 10% top up interest from members amounting to Kshs.1,039,817.21.
  - ix. Embezzlement of refunds to members amounting to Kshs.530,381/=.
  - x. Embezzlement of Kshs.14,241/= of members funds not remitted.
  - xi. Connived with other staff to defraud the SACCO (Respondent).
  - xii. Defrauded the Respondent Kshs.733,638.63 as 10% top up interest income by failing to pay the same on loans.
  - xiii. Benefitted from Kshs.106,620/= from a fictitious member No. 00000 FOSA Account in 2013.
  - xiv. Defrauded the Respondent Kshs.1,519,119/= by making false credit (deposit) entries in member FOSA accounts and later withdrawing the same.
63. In his response dated 8<sup>th</sup> April, 2021, the Claimant stated that he was a bank Agent for a long time and withdrew cash for the office after a cheque had been signed by at least 4 signatories and the cheques were Fosa Cheque, encashment cheque, members cash RTGS cheque, Fosa/ATM cheque and Fosa members cheque.
64. The Claimant denied having been involved in the alleged embezzlement, fraud or personally benefiting.
65. The Claimant blames the system of handling funds under the leadership of one Mr. Nabangi, the then Chief Executive Officer of using employee ATM Cards to facilitate liquidity of FOSA and all transactions were carried out with authority of Mr. Nabangi who would request for the cash in the Claimant's account.



66. In other words, the Claimant blames Mr. Nabangi for the allegations made against him.
67. In the court's view, whereas the allegations made by the Respondent contained very specific details, the Claimant's response is rather general.
68. Each allegation demanded a specific response and support by relevant details, for instance, the alleged loan proceeds to member No. 07329 Ms. Anna Muriungi on 24<sup>th</sup> December, 2014 or the alleged connivance with colleagues such as Clement Kemboi, Vitalis Otieno, Edward Nabangi and Silas Rotich.
69. Having worked for the Respondent since 1997, the Claimant arguably was conversant with the Respondent's systems fairly well and cannot be taken not to have known that using personal accounts for official purposes to disburse funds or transferring the same to the Chief Executive Officer was fraught with challenges of accountability, his argument that he worked under supervision notwithstanding.
70. Moreover, there is no demonstrable evidence on record that all monies deposited in his personal account reached the intended beneficiaries. For unexplained reasons, the Claimant did not call any of his colleagues to confirm that indeed his version of events was the true state of affairs. Why for instance was the Chief Executive Officer's account not being used in disbursement?
71. Unsurprisingly, RWI confirmed on cross-examination that from 2001 – 2018, the Respondent's control system were not water tight and the Claimant worked under supervision. This testimony confirms the Claimant's version on how disbursement was being effected by the Respondent.
72. The letter of summary dismissal dated 15<sup>th</sup> April, 2021 rehashes the accusations in the notice to show cause.
73. Instructively, the Claimant's written statement makes no reference to the financial system under Mr. Nabangi where employees would use personal accounts for deposits and later transfer them.
74. In other words, the statement makes no reference to the day-to-day operations of the office including who the supervisor was or how many accountants the Respondent had and who dealt with what. It is unclear to the court as to how the Claimant interacted with the employees he is accused of having connived with to defraud the Respondent. Such evidence would have contextualized the Claimant's role in the financial affairs of the Respondent.
75. The claim that the Claimant was not reported to the police though relevant in view of the gravity of the accusations does not absolve the Claimant from culpability, if any.
76. The Claimant defended himself by stating that he carried out transactions, specifically withdrawal and disbursement of cash on verbal instructions of the Chief Executive Officer without supporting documents, yet he was the Accountant and monies he allegedly gave to the Chief Executive Officer was not supported by evidence.
77. The minutes the Claimant produced as evidence reveal that he was aware that the system they were using could lead to the Respondent losing funds and did not raise the issue with anyone.
78. Section 43 (2) of the *Employment Act*, 2007 provides that;  
The reason or reasons for termination are the matters that the employer at the time of termination of the contract genuinely believed to exist and which caused the employer to terminate the services of the employee.



79. In *Kenya Revenue Authority v Reuvel Waithaka Gitahi & 2 others* [2019] eKLR, the Court of Appeal stated as follows;

“The standard of proof is on a balance of probability, not beyond reasonable doubt, and all the employer is required to prove are the reasons that it “genuinely believed to exist” causing it to terminate the employee’s services. That is a partly subjective test.

80. The foregoing is clear that as long as the employer “genuinely believed that a given state of affairs existed and can reasonably demonstrate those circumstances, the requirement of a substantive justification or reason for termination of employment is fulfilled.

81. This reasoning finds support in the sentiments of the court in *Galgalo Jarso Jillo v Agricultural Finance Corporation* [2021] eKLR, cited by the Respondent’s counsel where the court addressed the essence of a substantive justification as follows;

“All that is required is for the employer to have a reasonable basis for genuinely believing that the ground exist even if it later turns out that it, infact did not . . .”

82. The foregoing has its justification under the so called “Range of reasonable Responses test” extracted from the Halsbury’s Laws of England as follows;

“... In adjudicating on the reasonableness of the employer’s conduct an employment tribunal must not simply substitute its own views for those of the employer and decide whether it would have dismissed on those facts; it must make a wider inquiry to determine whether a reasonable employer could have decided to dismiss on those facts. The basis of this approach (the range of reasonable responses test) is that in many cases there is a band of reasonable responses to the employees conduct within which one employer might reasonably take one view and another quite reasonably take another; the function of a tribunal as an industrial jury is to determine whether, in the particular circumstances of each case, the decision to dismiss the employee fell within the band of reasonable responses which a reasonable employer might have adopted. If the dismissal falls within the band, the dismissal is fair; but if the dismissal falls outside the band, it is unfair.”

(See also Aaron Baker, 2021 the “Range of Reasonable Responses test: A poor substitution for the statutory language” (<https://dro.dur.ac.ke>).

83. Guided by the foregoing authorities and the evidence adduced by the parties, it is the finding of the court that the Respondent has demonstrated that it had reasonable grounds to believe that the Claimant and other members of staff were committing acts or omissions of gross misconduct to the detriment of the Respondent.

84. For the above-stated reasons, the court is satisfied that the Respondent has proved on a balance of probabilities that it had valid and fair ground to terminate the Claimant’s employment.

## **Procedure**

85. Section 41 of the *Employment Act*, 2007 prescribe the procedural requirements for a termination of employment or dismissal to pass muster.

86. Courts have on their part isolated the specific requirements of Section 41 of the Act to include notification of the reasons why termination is being considered and in a language understood by the employee and in the presence of another employee or shop floor representative, entitlement to the



presence of a witness and hearing and considering the representations by the employee or the colleague or both.

87. (See *Postal Corporation of Kenya v Andrew K. Tanui* [2019] eKLR.)
88. As held by the Court of Appeal in *Pius Isindu Machafu v Lavington Security Guards Ltd* [2017] eKLR, the provisions of Section 41 of the *Employment Act*, 2007 are mandatory. A termination of employment conducted otherwise is unlawful and unfair.
89. In the instant suit, it is common ground that the Claimant was served with a notice to show cause, responded in writing and was invited to a disciplinary hearing and he attended and even appealed the dismissal as directed by the letter of dismissal.
90. A copy of the minutes on record reveal that the charges were read out to the Claimant one after the other and he responded accordingly.
91. Significantly, the Respondent relied on the Auditor's Report to charge the Claimant and relied on it during the hearing. It is also not in dispute that the Respondent had custody of all the primary documents relied upon by the auditor in preparation of the alleged report.
92. The Claimant testified that he was not given a copy of the report to enable him prepare his defense.
93. Since the document must have had annexures and was core to the proceedings, a copy ought to have been availed to the Claimant for the proceedings to pass as fair. This would have obviated the demand for documents at the hearing.
94. For instances, in response to charge No. 13, the Claimant demanded to see the withdrawal slip for the said transaction.
95. The minutes are silent on whether the same was availed for perusal.
96. The retort that the Claimant did not request for the Report cannot avail the Respondent as the Claimant was interdicted and issued with a notice to show cause before the final report of the investigation. It behoved the Respondent to avail a copy of the report to the Claimant. This is the essence of a fair hearing as encapsulated in Article 50 of *the Constitution* of Kenya, 2010 and Section 4 of the Administrative Actions Act, 2015 and the provisions of Section 41 of the *Employment Act*, 2007.
97. This reasoning finds support in the sentiments of the Court of Appeal in *Postal Corporation of Kenya v Andrew K. Tanui* [2019] eKLR as follows;  

“The board had in its possession the very document that formed the basis of the charges framed against the Respondent but kept it away from him. Even in criminal trials, which are more serious in nature, an accused is entitled to the statements that support the charges laid against him. That is the essence of fairness even outside a judicial setting. The Respondent faced serious indictment which could torpedo his entire career and destroy his future . . .”
98. These sentiments apply on all fours to the facts of the instant suit.
99. From the record, it is discernible that the Claimant faced not less than 14 accusations and all of them involved finances yet no documentation was availed to or produced in court to demonstrate the basis of the accusations.
100. The fact that the Respondent did not avail any statement, report or document it relied upon to find the Claimant culpable denied the Claimant the right to a fair hearing.



101. This shortcoming is manifested by the responses the Claimant gave to the Notice to show cause and during the hearing which appear to be too generalized and lacking in specificity necessary in such a case.
102. In sum, it is the finding of the court that termination of the Claimant's employment was unfair for want of procedural propriety.
103. As regards the reliefs sought, the court proceeds as follows;

**a. Accrued leave days**

104. The Claimant adduced no evidence of any outstanding leave days. Neither the written statement dated 14<sup>th</sup> January, 2022 nor the oral testimony led in court provided the requisite particulars on how many days they were and when they accrued.
105. On cross-examination about the leave claimed, the Claimant was not sure of the number or when the days accrued.

The prayer is declined.

**b. Salary for April, May, June, August, September and October 2021**

106. Although the Claimant testified that the Respondent withheld his salary for April, May, June, July and August 2021, he simultaneously admitted that his employment was terminated on 15<sup>th</sup> April, 2021.
107. However, on cross-examination, he stated that since he had filed an appeal, the case was on-going and the decision to terminate his employment had not been made.
108. This is puzzling bearing in mind that the Claimant attached a copy of the summary dismissal letter dated 15<sup>th</sup> April, 2021 and adduced no evidence that he was an employee of the Respondent after 14<sup>th</sup> April, 2021 or rendered any service.
109. Similarly, RWI testified that the Claimant was paid all dues upto the date of termination.

The prayer is dismissed.

**c. Notice pay**

110. From the evidence on record, it is clear that the Claimant was on interdiction and was not accorded the requisite notice and the Respondent adduced no evidence to prove that it paid the Claimant in lieu of notice.

The Claimant is awarded one (1) month's salary in lieu of notice.

**d. Compensation**

111. Having found that termination of the Claimant's employment was unfair for want of procedural fairness, the Claimant is entitled to the relief under Section 49(1)(c) of the [Employment Act](#), 2007.
112. In determining the quantum of compensation, the court has considered the following;
  - i. The Claimant was an employee of the Respondent for a long period from 1997 to 2021, over 23 years.
  - ii. The Claimant had no previously documented misconduct.
  - iii. The Claimant wished to continue in the Respondent's employment.



- iv. The Claimant substantially contributed to the termination of employment.
113. In the circumstances, the court is satisfied that the equivalent of two (2) month's salary is fair Kshs.195,046.00.
- Total Kshs.292,569.00

**e. Certificate of service**

114. The Claimant is entitled to a Certificate of service by dint of Section 51 of the Employment Act, 2007.
115. In the upshot, judgement is entered for the Claimant against the Respondent as follows;
- a. Pay in lieu of notice Kshs.97,523.00
- b. Equivalent of 2 months salary Kshs.195,046.00
- Total Kshs.292,569.00

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Certificate of service.

116. The Claimant neither prayed for costs nor interest and none is awarded.
- It is so ordered.

**DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI ON THIS 19TH DAY OF SEPTEMBER 2023**

**DR. JACOB GAKERI**

**JUDGE**

**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 15<sup>th</sup> March 2020 and subsequent directions of 21<sup>st</sup> April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules, which requires that all judgments and rulings be pronounced in open court. In permitting this course, this court has been guided by Article 159(2)(d) of the Constitution which requires the court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of the Constitution and the provisions of Section 1B of the 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.

**DR. JACOB GAKERI**

**JUDGE**

