



**Kenya Union of Sugar Plantation and Allied Workers v West Kenya Sugar Company Limited (Cause 14 of 2021) [2022] KEELRC 1779 (KLR) (5 May 2022) (Judgment)**

Neutral citation: [2022] KEELRC 1779 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT BUNGOMA  
CAUSE 14 OF 2021**

**JW KELI, J**

**MAY 5, 2022**

**(FORMERLY KISUMU ELRC CAUSE NO EO24 OF 2021)**

**BETWEEN**

**KENYA UNION OF SUGAR PLANTATION AND ALLIED  
WORKERS ..... CLAIMANT**

**AND**

**WEST KENYA SUGAR COMPANY LIMITED ..... RESPONDENT**

**JUDGMENT**

**Issue**

**Unlawful And Unfair Termination of Employment**

1. The claimant is a trade union registered under the laws of Kenya to represent workers in sugar plantation and related industries. The claimant filed this suit against the respondent on behalf of its members Patrick Lusimba, Hadson Khayika and Wilson I Sundwa (the grievant) seeking the reliefs of declaration that the respondent’s decision of terminating the employment of the grievants was wrongful, unprocedural and unfair, and order for issuance of certificate of service and an order for compensation for unlawful dismissal of the grievants , payment in lieu of notice, accrued annual leave, service pay salary arrears, arrears for unpaid house allowance, arrears arising from unpaid overtime on public holidays and compensation for psychological damages and feelings for Kshs 1 million each.
2. In addition the claimant filed a bundle of documents together with the memorandum of claim. The claimant filed witness statements for Wilson I Sundwa, Hudson Khayika and Patrick Lusimba all dated July 12, 2019 and received in court on the November 15, 2021.
3. The Respondent filed response dated August 28, 2021received in court on the November 15, 2021. In addition the respondent filed Respondent’s witness statement of Dubcan Abwao dated November



29, 2021, respondent's list of documents dated 29<sup>th</sup> November and bundle of documents all received in court on the December 8, 2021. The same documents were filed in court on the December 9, 2021.

4. The case was heard in open court on the December 14, 2021. The claimant called 3 witnesses of fact (the grievants) who adopted their statements and produced filed documents as evidence and were cross-examined by counsel for the respondent Mr Andiwo instructed by O&M Law LLP Advocates. The claimant closed its case. The respondent called one witness of fact being Duncan Abwao, the Human Resources of the respondent, who adopted his statement and produced evidence of the respondent and was cross-examined by the representative of the claimant Mr Jeremiah Ingalia Akhonya. The defence closed its case same day.
5. The parties filed written submissions. The claimant's written submissions are dated January 24, 2022 and drawn by Jeremiah Ingalia Akhonya, the claimant's representative, and received in court on the February 2, 2022. The respondent's written submissions are dated February 25, 2022 drawn by O & M LLP Advocates, represented by Mr Andiwo Advocate, and received in court on the March 2, 2022.

### **Undisputed Facts**

6. It was undisputed fact that all the grievants had been engaged over varied periods of time by the respondent and accumulated wages paid end month with advance. The parties have signed a recognition agreement and a collective bargaining agreement.

### **Claimant's Case In Summary**

7. The claimant's case is that it holds a collective bargaining agreement with the respondent and have existing agreement signed between them on the terms and conditions of employment and the dispute failed to be solved by a conciliator who issued a certificate of unsolved dispute. The grievants had been engaged as casuals on various dates and the respondent failed to convert the engagement into employment contracts exposing them to exploitation. That although engaged as casuals the grievants were paid wages fortnightly which it says amounted to monthly salaries. That they were paid vide mpesa without issuance of pay statement. The claimant places them in various cadres and in comparison says they were underpaid. The claimant alleges the grievants were at all times contributing members of NSSF and NHIF through direct deductions by the employer. That the grievants were dismissed for joining the union. That the grievants were not heard before dismissal and during employment were denied basic workers rights including house allowance and leave and terminal benefits such as the provident fund.

### **Respondent's Case In Summary**

8. The respondent denies knowledge of the alleged conciliation proceedings, denies that the 3 grievants were ever its employees. States that grievant Patrick Lusimba from their record was engaged by the respondent intermittently and on piece rate basis between the years 2013 and 2015 and provides the dates ranging from 1 day to 16 days in a month, grievant Hadson Kayikha was engaged intermittently and on piece rate basis between the years 2013 to 2016 ranging from 1 day to 10 days in a month in 2013 and on 1 day in 2015 and 1 day in 2016, grievant Wilson Sundwa was engaged intermittently and on piece rate basis in the year 2013 and in the year 2015 ranging from 3 days to 25 days in a month. That the grievants were engaged for less than half day and left on completion of the pieces of work contracted and the last days the respondent heard from the grievants was April 2015 for Patrick Lusimba, January 2016 Hadson Kayikha and December 2015 Wilson Sundwa. The respondent states that the allegations on employment in various categories and of union membership by last time they were engaged are unsupported by documents held by their employer like gate passes issues not employees and but



visitors. That any union deductions were pursuant to agreement between the respondent and a self help welfare group of which the grievants were members.

## **Determination**

### **Issues For Determination**

9. The claimant in submissions addressed the following issues under its submissions.
  - (a) Employment status of the grievants
  - (b) Claim for underpayment
  - (c) Procedural fairness
  - (d) reason for dismissal
  - (e) reliefs sought
10. The respondent in its submissions identified the following issues for determination
  - (a) What was the nature of relationship between the parties?
  - (b) Whether the grievant is entitled to prayers sought.
11. The court having considered the foregoing issues addressed by the parties is of the considered opinion that the issues placed by the parties for conclusive determination of the dispute are as follows:-
  - a. What was the nature of relationship between the parties?
  - b. Whether the relationship between the grievants and the respondent amounted to contractual relationship?
  - c. Whether the termination of the grievants' services was lawful and fair
  - d. Whether the claimant is entitled to reliefs sought?

### **What Was The Nature Of Relationship Between The Parties?**

12. Patrick Lusimba told the court he worked on casual basis and on cross examination said that that he saw advert at the gate for mechanic, he applied and was interviewed by the workshop supervisor, Lazarus, that he had a gate pass written automatic helper which pass was replaced weekly. The witness was referred to his statement which referred to mechanic and he said it was okay. He told the court he does not know Wilson Sundwa, that he was employed in January 2012 as a mechanic helper and would fix engines and motor vehicles. That he always had work to do as the respondent had many vehicles. He told the court that he had grade 3 government automatic qualification and had not produced the same in court. That he worked morning to evening being supervised by Lazaros their supervisor and was paid Kshs 358/- per day consolidated per month. He was referred to his Mpesa statement produced in court which indicated payment of:-

Kshs 5012 on April 7, 2015;Kshs 4430 on March 6, 2015;Kshs 4687 onMarch 23, 2015.

13. The grievant told the court he was paid in advance making total kshs 10,000. The witness confirmed to the court the statement was for January 3, 2015 to April 13, 2015. The witness could not confirm how much was deducted by the employer for NHIF and NSSF. He told the court that he was sacked by the human resources Michuma but had no document to that effect. The witness said he was an



employee as he was paid by employer and deducted NHIF and NSSF. He told the court when he joined he got gate pass no. 9662 on February 7, 2014 with payroll number 370 which allowed him access, gate pass No 5388 the payroll number 576 dated May 7, 2014 and the number changed when they started to log in. Patrick told the court he presented himself at Kakamega NSSF offices and told them the respondent had employed him and got registered. NHIF came to the office and registered those who were not registered. Patrick confirmed the NHIF statement remittance states payment in cash. He said the employer deducted and paid in cash. Patrick confirmed he had signed the register as mechanical helper. He said under page of the respondent's bundle he was paid ksh. 358 and started work at 10.30 am and finished at 8.00 pm, at page 12 he worked 7.30 to 5 pm, at page 18 and 31 2pm to 7.30 pm,

### **CW2 Hudson Matoya Khayika**

14. Cw2 on oath adopted his statement dated July 12, 2019 and filed November 15, 2021. Cw2 produced documents annexed to the claim as his evidence. On cross examination CW2 told the court he was employed in April 2007 as a mechanical fitter and his job was to fix any mechanical problem with the pump (page 50 of claimant's documents). Cw2 confirmed that he signed the document written help(respondent's bundle), the register was written fitter helper. Cw2 says though the register (pages 50-153 of respondent's documents) show he signed as fitter helper he was a mechanical helper. When he started he was employed by Idris who was their boss at the workshop. That they used to sign the register Monday to Friday and were issued with gate pass which was changed every day. He says Idris wrote a letter to the respondent saying he was fit to work as mechanical helper (letter not produced, he says he was not given). He was paid Kshs 371 paid end month. He did not have document showing he was paid by the respondent. He did not have a dismissal letter. He says his conversation with human resources leading to dismissal was in employment file (not produced). CW2 relied on NHIF card (page 44 of claimant's bundle) in the name of Hardson Matoya Khatika which is a different name and registered at West Kenya premises. He was never issued with any document by the respondent to show he was their employee. He stated he gave details to NHIF including West Kenya as employer. CW2 Confirmed to court he was 37 years old and was worked on casual basis.

### **CW3 Wilson Imbenzi Sundwa**

15. CW3 under oath adopted his statement dated July 12, 2019 and received in court on the February 12, 2020. He adopted documents filed by the claimant as his evidence.

On cross examination CW3 said he knew Patrick Lusimba who had worked in a different department. The said Patrick had said he did not know CW3. CW3 said he was employed on July 7, 2013. Paragraph 1 of the claim it is stated February 2013. He said the statement had the correct date. He signed the register as a general worker not mechanical fitter (pages 78-153 of respondent's bundle of documents). He confirmed there were people who worked as mechanical fitter. He was interviewed and employed by Idris the workshop boss and worked as workshop process expansion and installed plant at Elopito. His job was to fix structures rolls, pipes. He had weekly gate pass which he admitted not to have produce. He did not have a payroll number, he did clock in and was sacked by the Human Resources. There were 3 casuals at the workshop, there were more than 500 casuals and does not know if they were in the union. He started at wages of Kshs 208 ending with kshs 371 per day paid end month with advance. He was paid by bank(page 54-63 of claimant's documents ) or Mpesa (statement starting June 8, 2018). He had no evidence of payment in 2013, 2014 or 2016. Payments done for December 2015 Kshs 9261, (page 54 of claimant's bundle), October 2015 Kshs 9533 (page 56 of claimant's bundle), paid Kshs 6490b and Kshs 6712 September 2015 (page 58 of claimant's documents. Cw3 said the payment varied because of overtime and not because of varied number of days worked. The NSSF statement received by CW3 on February 9, 2016 did not have a provision for name of employer. he



confirmed he got the statement after being sacked. NSSF statement (page 67 of the claimant's bundle) issued April 20, 2018 indicated the respondent as the employer. He said the respondent paid the NSSF dues though he was not in employment. Cw3 said he was already registered for NSSF before joining the Respondent. That he registered for NSSF on April 22, 2013. According to his witness statement he was employed on January 1, 2013 and in the memorandum of claim February 2013. Cw3 said he was employed by respondent on July 7, 2013. Cw3 said he did not know Wilson Khayika. He did know why his statement had different payroll numbers. CW3 said he was deducted Kshs 600 every month but had no evidence. That it was his employer who sent him to register for NHIF.

### **Respondent's Evidence On Cross Examination**

16. The respondent called one witness of fact, Duncan Abwawo(DW) who adopted his statement dated November 29, 2021 as his evidence on chief and produced respondent's bundle of documents of even date as respondent's evidence. During cross-examination DW confirmed he knew one Mechumo as his predecessor in human resources. DW joined the respondent company on May 3, 2019 and relied on records of employment of which he is the custodian. DW confirmed the letter (at page 32 of claimant's documents ) the 2<sup>nd</sup> paragraph referred to the grievants. The letter is signed by Mechumo and Singh which acknowledges the grievants as casuals. He said they have 2 cadres of employees casuals and piece rate and that the grievants were casuals. DW confirmed that Patrick worked 7 days in July 2013, 15 days in August 2013 as per the respondent's bundle. DW confirmed the evidence at page 32 of claimants' bundle there were 20 days and not 15. DW confirmed that he did not annex all the record for Dec 2013 where it is indicated Patrick worked for 3 days. DW confirmed he could not prove to the court that these were the only days Patrick worked in 2013. DW confirmed he annexed no record for 2014 for the 3 grievants and he knew it was the obligation of the employer to keep records. He said he did not produce entire record as it was bulky. DW confirmed Patrick worked for a number of days in 2015 and 2014 but no record produced. DW confirmed Patrick was a worker in 2015 with record showing on April 7, 2015 he was paid salary(page 45 of the claimant's bundle). DW confirmed Mpesa statement stated salaries. DW confirmed he had no record to contradict evidence of the grievants on NHIF and NSSF. DW confirmed the gate passes produced by the claimant (pages 40,41 and 42 ) are documents of the respondent. DW confirmed list of membership from the union (page 34 claimant's documents) and that the last two persons were Hudson Khayika and Wilson Sundwa signed on the January 28, 2016. At page 35 is Patrick Lusimba. DW could not confirm if the three joined the union in January 2016. DW confirmed he had not challenged the union documents as fraudulent. DW confirmed that the respondent's stamp of receiving was on the Ministry of labour certificate of unresolved dispute (KUSPAW 7b) where names of the grievants appear. DW confirmed they were aware of the dispute. DW said the 3 grievants left on their own will. Referred to letter at page 32 and confirmed according to the letter they did not leave on own will. DW confirm KUSPAW had a recognition agreement with the Respondent and was expected to engage in termination of any worker. DW agreed there was a CBA (KUSPAW 1B) and at page 19 there is calculation for hour rates with minimum wage at clause 4. DW confirmed job title of Patrick Kusimba was under CBA and he was not paid those salaries. Clause 12(c) provides for hourly rates.
17. Taking into consideration the evidence by the parties summarized above, it was confirmed at cross examination of DW that the 3 grievants were under the cadre of casual employees. The letter by human resources Mechumo (page 32 of claimant's bundle) acknowledged that the 3 grievants were casual Employees. The submissions of the respondent that the variance in monthly payment was evidence they were paid for piece work is defeated by the provision of section 37 on aggregate period worked exceeding 3 months. The authorities cited by the respondent *Peter Wambani v Bethuel Ndungu't/a Maji Pump Ventures* [2020] eKLR and the case of *Joash Ogara Mainga & another v DHL Exel Supply*



*Chain (K) limited* [2021] eKLR can be distinguished from the instant case where the grievants were doing different work in established positions in the company of mechanic helper, fitter helper and general worker and their cumulative salaries paid end month and in advance.

18. I find and determine that the 3 grievants were engaged by the respondents as casuals.

**Whether The Relationship Between The Grievants And The Respondent Amounted To Contractual Relationship?**

19. Section 37 of the *Employment Act* provides for conversion of casual employment to term contract:-

- "(1) Notwithstanding any provisions of this Act, where a casual employee—
- (a) works for a period or a number of continuous working days which amount in the aggregate to the equivalent of not less than one month; or
  - (b) performs work which can not reasonably be expected to be completed within a period, or a number of working days amounting in the aggregate to the equivalent of three months or more , the contract of service of the casual employee shall be deemed to be one where wages are paid monthly and section 35 (1) (c) shall apply to that contract of service.
- (2) In calculating wages and the continuous working days under subsection (1), a casual employee shall be deemed to be entitled to one paid rest day after a continuous six days working period and such rest day or any public holiday which falls during the period under consideration shall be counted as part of continuous working days.
- (3) An employee whose contract of service has been converted in accordance with subsection (1), and who works continuously for two months or more from the date of employment as a casual employee shall be entitled to such terms and conditions of service as he would have been entitled to under this *Act* had he not initially been employed as a casual employee."

20. The meaning of section 37 as outlined above is that if a casual worker works for a continuous period of not less than one month or performs work which cannot reasonably be expected to be completed within a period of three months in aggregate, the employee automatically converts from a casual employee to a term contract. In the instant case CW1 Patrick Lusimba told the court he was first been engaged as a mechanic helper in January 2012 and left on February 5, 2016. CW2 Hudson Kayika said he was engaged as fitter helper January 2008 and said he worked to February 5, 2016 and CW3 Wilson Osundwa worked July 2013 to February 5, 2016.

21. The respondent submits they were engaged for piece work and that is why their monthly payment varied.

22. The claimant relies on the NHIF and NSSF statements as prove of continuous employment. At pages 69-71 of the claimant's bundle of documents is a statement of NHIF member contributions for Patrick Lusimba indicating the respondent as employer for months of January 2014 to December 2014 indicated as 80/- mostly paid in cash, January 2015 to March 2015 80/- , then from April 2015 November 2015 payment is reflected of 300/- and 400/- amounts, then July 2013 to September 2014 payment in cash of 80/- February 2013 it is indicated self employed.



23. The court's deduction from the said NHIF statement and the NSSF statement (page 65 of the claimant's bundle) is that Patrick Lusimba was engaged by the respondent from July 2013 to January 2016. There is evidence of continuous employment of the respondent before termination of his services.
24. Cw2 claim of continuous employment was not supported by any payment evidence. CW2 produced NSSF statement of one Khayika Matoya Hardson (page 68 of the claimant's bundle) which does not indicate the respondent as employer. He admitted he had no document to show he worked with respondent. He produced his NHIF card giving employer code as 02758 which he said belonged to the respondent. At page 44 he produced casual gate pass for dates January 1, 2016 and December 1, 2015. The record produced by the respondent indicates CW2 worked for one day in December 2015 and one day in 2016 consistent with the evidence produced by the claimant of the 2 gate passes. Based on that evidence by both parties it is evident that claim by the 2<sup>nd</sup> grievant Hadson Khayika has no basis. He worked for 1 day in January 2016 and no record of immediate previous work with the respondent prior to that date in 2016. The court find and determines that Hadson Khayika employment as casual does not qualify to convert to term contract. The court finds and determines the case for Hadson Khayika has no merit and is dismissed.
25. The case for the 3<sup>rd</sup> grievant, Wilson Sundwa. His NSSF statement payments August 2013 upto March 2018 with the respondent as employer yet he led evidence he left on February 5, 2016. The respondent produced record of his employment for June 2013 and 2015 only and said entire record could not be produced as it was too bulky. The court gives benefit of doubt to the 3<sup>rd</sup> grievant and finds he was in casual employment as per the statement and register from June 2013 upto February 5, 2016.

### **Whether The Claimant Is Entitled To Reliefs Sought?**

#### **Locus Standi of the Claimant**

26. The claimant is a registered union holding a collective bargaining agreement with the respondent and brought the claim seeking reliefs on behalf of the three grievants who it states are its members. The grievants were cross-examined on the issues and there was evidence of membership with the claimant which was not rebutted by the respondent. The question of locus standi of the claimant to represent casual employees has already been determined on the June 18, 2018 by Lady Justice Maureen Maureen Onyango in Kisumu ELRC Cause No 110 of 2013 *Kenya Union of Sugar Plantation and Allied Workers v West Kenya Sugar Company Limited* where she held,

“the CBA contains a clause on casual employees and acting allowance. The respondent negotiated the CBA with the claimant in which a clause was agreed upon relating to casual employees. The claimant has locus standi to enforce a clause in the CBA. Having agreed to negotiate the clause and having even agreed to discuss the issue and convert some of the casual employees to fixed term contract terms, the Respondent is estopped from denying the right of the claimant to represent the casual employees.”..

27. This court upholds the above decision of the court to find the claimant has locus to represent casual employees of the respondent.

#### **On Prayer For 12 Months Maximum Compensation**

28. The court established only the 1<sup>st</sup> grievant Patrick Lusimba and 3<sup>rd</sup> grievant Wilson Osundwa were on continuous employment. The court having found the employment of the 1<sup>st</sup> grievant Patrick Lusimba



and 3<sup>rd</sup> grievant Wilson Osundwa converted to term contract, section 37 (3) of the *Employment Act, 2007* applies. It reads

“(3) An employee whose contract of service has been converted in accordance with subsection (1), and who works continuously for two months or more from the date of employment as a casual employee shall be entitled to such terms and conditions of service as he would have been entitled to under this Act had he not initially been employed as a casual employee”.

29. The letter by Michael Mechumo and Karan Singh (page 32 of claimant’s documents) indicates the grievants were stopped from working for refusal to undertake delegated assignments and inciting others to do so. The respondent in that letter denied the grievants were removed from work because of union membership and said they were not members. At page 33 (claimant’s bundle) is letter dated January 26, 2016 calling for casual employee to join membership and submit forms before February 16, 2016 for onward process of union dues. At page 33 and 34 (claimant’s bundle of documents) is a membership form for check off signed on the January 28, 2016 and February 1, 2016 by the grievants. Since there was no hearing or letter to show cause the reason why the grievants were stopped is not established. The court notes the events leading to their being stopped was their recruitment into the union.
30. It is a considered position of the court that for termination of employment to be said to be lawful and fair it must comply with the requirements of section 43 and 41 of the *Employment Act*. Section 43 of the *Act* requires proof of reason for termination. Section 43(2) guides the court on the prove of reasons by providing as follows,

“43(2) the reasons or reasons for termination of a contract 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”. The termination is unfair if the reasons did not exist.

Section 45 further expounds on the reasons by providing as follows: -

“(2)A termination of employment by an employer is unfair if the employer fails to prove:-

- (a) That the reason for the termination is valid
- (b) That the reason for the termination is a fair reason -
  - (i) related to the employee’s conduct, capacity and capability or
  - (ii) based on the operational requirements of the employer
- (c) That the employment in termination is in accordance with fair procedure”.

31. Applying the above provisions of law the court finds and determines that the termination of the 1<sup>st</sup> (Patrick Lusimba) and 3<sup>rd</sup> (Wilson Osundwa) grievants was thus unlawful and unfair. The 1<sup>st</sup> and 3<sup>rd</sup> grievants are entitled to compensation .

### **Compensation Pay**

32. The court established Patrick Lusimba was a mechanic helper.

The court established he worked from July 2013 to February 5, 2016. Section 49 of the Employment Act requires the court to consider length of service and the circumstances leading to the termination



of service. The length of service by Patrick Lusimba was 2 and ½ years. The grievant was not at fault. The court considering the short period of service and the lack of fault considers compensation of 3 months salary adequate.

33. The court established Wilson Osundwa worked from June 2013 to February 5, 2016. The case is similar to the 1<sup>st</sup> grievant and the same criteria is applicable. Compensation for unlawful termination of service for Wilson Osundwa is awarded at 3 months salary compensation.

#### **Notice Pay**

34. The employment having converted to term contract then section 35 of the *Employment Act* comes into force. The 1<sup>st</sup> and 3<sup>rd</sup> grievants are entitled to payment in lieu of notice as per the terms of the CBA by parties taking into consideration the time of 2 and ½ years served.

#### **Claim For Annual Leave**

35. The employment having converted to term contract then section 28 of the *Employment Act* comes into force. The 1<sup>st</sup> and 2<sup>nd</sup> grievants are entitled to payment in lieu of leave for the period served according to the CBA. Patrick Lusimba served from July 2013 to February 5, 2016 and Wilson Osundwa served from June 2013 to February 5, 2016 respectively.

#### **Claim For Service Pay-**

36. The claimant produced and relied on evidence of payment of NSSF by respondent for the 1<sup>st</sup> and 3<sup>rd</sup> grievants. Service pay is thus not payable under section 35(6) of the *Employment Act*.

#### **Claim For Underpayment**

37. The 1<sup>st</sup> and 3<sup>rd</sup> grievant were entitled to salary under the CBA for mechanical helper general worker respectively. The court finds and determines that the two were entitled to salary as per those grades under the CBA and are entitled to underpaid salary if paid monies are less.

#### **Claim For Unpaid Housing Allowance**

38. The court finds that the employment of the 1<sup>st</sup> and 2<sup>nd</sup> grievant having converted to term contract they are entitled to housing allowance payable at rate 15% under clause 22 of the CBA for the period served.

#### **Overtime Claim**

39. The court finds no prove of claim for overtime. The claim for overtime is dismissed.

#### **The Claim For Compensation For Psychological Damages**

40. The court finds that this claim was not proved and further that the compensation awarded for 3 months salary is adequate.

#### **Conclusion And Disposal**

41. The court orders the claimant and the respondent to file tabulation of compensation under all the awards above within 14 day hereof for adoption as part of the judgment of the court failing which the court will tabulate the payable amounts and its orders will be final and full determination of the dispute.

It is so ordered.



**DATED, SIGNED & DELIVERED ONLINE THIS 5<sup>TH</sup> MAY 2022**

**JW KELL,**

**JUDGE.**

**In The Presence Of:-**

Court Assistant : Brenda Wesonga- online.

Claimant:- Mr Jeremiah Akhonya-online.

Respondent: Mr Andiwo Advocate -online.

