



**Chang'awa v Gertrude's Children Hospital (Cause 2203 of 2016)
[2022] KEELRC 1310 (KLR) (6 July 2022) (Judgment)**

Neutral citation: [2022] KEELRC 1310 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 2203 OF 2016**

JK GAKERI, J

JULY 6, 2022

BETWEEN

JEROME CHANG'AWA CLAIMANT

AND

GERTRUDE'S CHILDREN HOSPITAL RESPONDENT

JUDGMENT

1. The Claimant initiated this claim by a memorandum of claim filed on 28th October, 2016 alleging unlawful dismissal, outstanding salary, unpaid house allowance, notice pay and damages.
2. The Claimant prays for;
 - (i) Notice pay 4 months' salary Kshs.381,192.82
 - (ii) Outstanding salary from 19th February to 14th March 2016 Kshs.285,894.60
 - (iii) Reinstatement of the Claimant in the alternative
 - (iv) Damages for wrongful dismissal Kshs.1,143,578.4
 - (v) Unpaid house allowance 15% of 82,868 x 24 = 3,579,897.60
 - (vi) Certificate of service
 - (vii) Costs of the case.

Claimant's case

3. The Claimant avers that he was employed by the Respondent on 26th February, 1992 as a shambaman/cleaner and later promoted to pharmacy supplies officer on permanent and pensionable terms at Kshs.82,868/- per month.



4. That he executed his duties diligently which included receiving and stocking drugs surgeries and other products on behalf of the Respondent.
5. That there were other officers who discharged same duties as the Claimant when he was not in the office, just in case more than one supplier came at the same time or Claimant was not on duty or special deliveries.
6. That on 19th February, 2016 he was suspended for 2 weeks pending investigations for alleged misconduct and served the suspension till 7th March, 2016 when the suspension was extended for further two weeks and advised to report on 18th March, 2016.
7. That he was by letter dated 22nd March, 2016 suspended indefinitely for the respondent to complete the investigation report. The union requested for a meeting on 5th April, 2016.
8. That the Respondent issued a notice to show cause on the same day accusing the Claimant of abdicating duties and gross negligence.
9. The respondent accused the Claimant to having received drugs that were not stocked at the hospital and was called upon to account for them.
10. The Claimant avers that he was accorded 3 days to show cause and a disciplinary hearing was scheduled for 11th April 2016 at 12 noon.
11. The Claimant further avers that he responded to the notice to show cause on 6th April 2016.
12. That the invoices No. CNV08975 and CNV08962 were for orders placed by a colleague, one Thaddeus Onindi.
13. The explanation notwithstanding, the Claimant was summarily dismissed on 15th March, 2016 and requested Mr. Patrick Karanja to represent him.
14. That Mr. Patrick Karanja was not heard and the appeal was dismissed as communicated vide letter dated 4th May, 2016.
15. It is the Claimant's case that the reasons for dismissal were unfounded and his explanation is during the hearing were not considered.
16. That the Respondent did not follow the procedure in Section 23(d) of the CBA dated 10th September, 2015.
17. That the termination was unfair and the Respondent did not pay the Claimant's salary from 19th February 2016 to 4th May, 2016 and was not paid house allowance for 24 years.

Respondent's case

18. Intriguingly, although the Federation of Kenya Employers entered appearance for the Respondent on 19th November, 2016, it did not respond to the claim until 20th February 2019 after obtaining leave of the Court to do so following an application under certificate of urgency filed on 30th April, 2019.
19. The Respondent admits that the Claimant was its employee working at the Pharmacy Department as a Pharmacy Supplies Officer where he was responsible for receiving drugs in compliance with the Standard Operating Procedures.
20. That he was suspended on 19th February, 2016 for gross misconduct on irregular payments made to OMAERA Pharmaceuticals Limited owing to the Claimant's negligence.



21. That the suspension was extended to 5th April, 2016 when a show cause letter was issued.
22. That in his response, the Claimant admitted having received the consignment.
23. That the Claimant's representative appeared for a disciplinary hearing on 11th April, 2016 at 12.00 noon and was accorded a fair hearing as per the minutes dated 11th April, 2016.
24. The Respondent avers that the Claimant appealed the summary dismissal on 22nd April, 2016 but sought an adjournment which was granted and a new date given as 4th May, 2016 when he did not attend.
25. That the Claimant did not follow the prescribed procedure as required of him since the Respondent is a hospital.
26. The Respondent prays for dismissal of the claim with costs.
27. When the matter came up for mention on 13th April, 2022 for purposes of reporting on the settlement, Counsel holding brief for the Claimant told the Court that no settlement had been reached and the parties had agreed to proceed by way of affidavit evidence due to the unavailability of the Claimant owing to his age and residence at the coast.

Claimant's evidence

28. The written statement of the Claimant on record rehashes the contents of the memorandum and requires no emphasis.

Respondent's evidence

29. The Respondent's witness statement by Mr. Kenneth Afwande, the Head of Human Resources of the Respondent likewise rehashes the contents of the memorandum of response.

Claimant's submissions

30. The Claimant identifies two issues for determination namely;
 - (i) Whether the Claimant was wrongfully, unfairly and unlawfully terminated from employment;
 - (ii) Whether the Claimant is entitled to the prayers sought.
31. As to whether termination of the Claimant's employment was wrongful, unfair and unlawful, the claimant relies on Sections 43 and 45 of the [Employment Act](#), 2007 to urge that the termination of employment was unfair.
32. That the Claimant served the suspension and the extension.
33. That the indefinite suspension was an unfair labour practice.
34. It is submitted that the Claimant positively and sufficiently responded to the notice to show cause and was thus not to blame yet he was summarily dismissed.
35. That the charges in the notice to show cause were at variance, an indication that the Respondent was ill bent to terminate the Claimant's employment and the allegations were proven since the Respondent tendered no documentary evidence to show that any investigations were conducted and the Claimant's culpability.



36. That the appeal was dismissed unprocedurally as his representative was not heard before the decision to uphold the decision was made.
37. That this amounted to an unfair termination as the Claimant was not heard on appeal as prescribed in the memorandum of agreement. Reliance is made on the decision in *Walter Ogal Anuro v Teachers Service Commission* [2013] eKLR to underline the ingredients of a fair termination of employment which must be satisfied if a termination is to pass muster.
38. The Claimant, further, relies on the provisions of section 45(2) and 44(4)(b) of the *Employment Act* as well as paragraph 23 of the Memorandum of Agreement which required four (4) months' notice of termination.
39. It is submitted that the Claimant was not accorded sufficient notice.
40. That the Respondent did not conduct the termination of employment in accordance with a fair procedure as ordained by section 41 of the *Employment Act*, 2007.
41. The decision in *Anthony Mkala Chitavi v Malindi Water & Sewerage Company Ltd* [2013] eKLR is relied upon to urge the requirements of section 41 of the *Employment Act*.
42. It is submitted that the Respondent did not provide any documentary proof of the allegations against the Claimant.
43. That he contested both allegations of abdication of duty and receipt of the two invoices.
44. It is the Claimant's case the invoices were received by a colleague and the evidence was not controverted.
45. It is the Claimant's submission that his defence was disregarded and thus his case was not heard and considered.
46. That the burden of proving that the termination of employment was fair is borne by the employer.
47. The decision in *Peter Otabong Ekisa v County Government of Busia* [2017] eKLR is relied upon to reinforce the submission.
48. The Claimant submits that defendant had failed to prove beyond reasonable doubt that it had a valid reason to terminate the Claimant's employment and the disciplinary hearing was conducted without the Claimant or his representative.
49. It is further submitted that even where an employer has a valid reason to dismiss an employee under the provisions of section 44 of the *Employment Act*, Sections 41 and 43 must be complied with. Reliance is made on the decision in *Nicholas Otinyu Muruka v Equity Bank Limited* [2013] eKLR.
50. That the Respondent has not discharged the burden of proof and the Claimant's dismissal was unfair, wrongful and unlawful.
51. As regards the prayers sought, the Claimant submits that the claim for house allowance is justified by the provisions of section 31 of the *Employment Act* as no house allowance was paid to the Claimant as the payslip on record shows and the Respondent did not challenge the evidence on record.
52. The decision in *Grain Pro Kenya Inc. Ltd v Andrew Waitthaka Kiragu* [2019] eKLR is relied upon to urge that 15% of the basic pay is fair for housing.
53. That the Claimant be awarded Kshs.3,579,897.60 for the 24 years worked.



54. On notice pay reliance is made on Section 36 of the *Employment Act* as well as paragraph 23(d) of the Memorandum of Agreement on 4 months' notice period translating to Kshs.381,192.90.
55. As regards outstanding salaries, it is urged that the same rightfully belonged to the Claimant as he remained an employee of the Respondent until his employment was terminated.
56. That the amount translated to Kshs.285,895.60.
57. On compensation, it is urged that since the termination of employment was unfair for want of justification and procedural propriety, the Claimant should be compensated as provided by Section 49(1)(c) of the *Employment Act*.
58. The decision in *Abisalom Ajusa Magomere v Kenya Nut Company Limited* [2014] eKLR is relied upon to urge that the Claimant should be awarded 12 months compensation of Kshs.1,143,578.40.
59. Finally, it is submitted that cost should follow the event.

Respondent's submission

60. The Respondent did not file its submissions.

Analysis and Determination

61. After due consideration of the pleadings evidence on record and the submissions, the issues for determination are:
 - (i) Whether the Claimant's termination from employment was unfair and/or unlawful;
 - (ii) Whether the Claimant is entitled to the reliefs sought.
62. As to whether the termination of the Claimant's employment was wrongful, unfair and unlawful as submitted by the Claimant counsel, the starting point are the provisions of the Employment Act which lay bare the prerequisites of a fair termination of employment.
63. Section 45(2) of the *Act* provides.
 - (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 or compatibility; or
 - (ii) based on the operational requirements of the employer; and
 - (c) that the employment was terminated in accordance with fair procedure.
64. These provisions are explicit that for a termination of employment to pass muster, it must be founded on a valid and fair reason and the procedure must have been fair.
65. Similarly, Section 43(1) of the *Act* provides
 - (1) In any claim arising out of termination of a contract, the employer shall be required to prove the reason or reasons for the termination and where the employer fails to do so, the termination shall be deemed to have been unfair within the meaning of section 45.
66. Finally, Section 47(5) provides



For any complaint of unfair termination of employment or wrongful dismissal the burden of proving that an unfair termination of employment or wrongful dismissal has occurred shall rest on the employee and the burden of justifying the grounds for the termination of employment or wrongful dismissal shall rest on the employer.

67. These provisions demarcate the respective burdens of proof between the employer and the employee.
68. Both the Court of Appeal and this Court have elaborated and applied these provisions in innumerable decisions.
69. In *Pius Machafu Isindu v Lavington Security Guards Limited* [2017] eKLR, the Court of Appeal had this to say on the impact of these provisions,

“There can be no doubt the Act which was enacted in 2007 makes heavy legal obligations on employers in matters of summary dismissal for breach of employment contract and in fair termination involving breach of statutory law. The employer must prove the reasons for termination/dismissal (section 43); prove the reasons are valid and fair (section 45); prove that the grounds are justified (section 47 (5)); amongst other provisions. A mandatory and elaborate process is then set up under section 41 requiring notification and hearing before termination.”

70. The Court is bound by these sentiments

In *Walter Ogal Anuro v Teachers Service Commission* (supra) the Court stated that:

“For a termination of employment to pass the fairness test, there must be both substantive justification and procedural fairness. Substantive justification has to do with establishment of a valid reason for the termination while procedural fairness addresses the procedure adopted by the employer to effect the termination.”

71. The letter of summary dismissal dated 15th April, 2016 state as follows;

“During the hearing, it emerged that you did not follow the receiving procedure as stipulated in our operating standards. You went ahead on received drugs against invoices without confirming details with the physical LPO or in the system. It has since been established that the drugs you received are not in the hospital. This kind of action is unacceptable and its gross negligence on your part...”

72. The notice to show cause dated 5th April, 2016 stated inter alia.

“You received of invoice number CNV08975 containing only Viagra 100MG, that is not stocked at the hospital as well as invoice number CNV08962 also containing Cialis Tabs 20MG that is not stocked at the hospital you are required to account for these receipts.

In our opinion, this is a case of gross negligence on your part. Your actions contravened section 44 (4) (c) of the Employment Act which states that.....”

73. The other allegation was on failure to maintain internal controls which resulted in financial loss. This reason was not set out in the letter of dismissal.
74. The Claimant has submitted that there is incongruence between the reasons given in the notice to show cause and the reason for dismissal. In the Courts view, the principal reason for the notice to show cause and dismissal is that the Claimant received drugs without compliance with the standard



- operating procedures of the Respondent which is also articulated in the minutes of the disciplinary hearing dated 11th April, 2016. The Court finds no variance or incongruence as submitted.
75. It is not in dispute that the Claimant worked at the Respondent's pharmacy department and his duties among others included "receiving of Muthaiga based drugs, surgical and other related products is one of my main tasks but not exclusively mine....." as admitted in the handwritten response to the notice to show cause.
76. Similarly, the Claimant admitted having received invoices No. CNV08975 and CNV08962 in his response, the Claimant states as follows;
- "As for the two invoices CNV08975 and CNV08962, that I received, I confirmed with my colleague whether they had ordered the drugs and in both occasions Thaddeus Onindi said he is the one who had ordered and even showed me where to keep them....."
77. The Claimant neither obtained a statement from one Thaddeus Onindi nor called him as a witness at the disciplinary hearing which is strange bearing in mind that they were colleagues working in the same office.
78. It is also not in dispute that the Claimant received invoices No. CNV08975 and CNV08962 without confirming the details in the system or with the physical L.P.O and the goods were not stocked at the hospital.
79. The Claimant did not confirm that the invoice was addressed to his Gertrude Children Hospital.
80. The allegations that the Claimant relied on his colleague one Thaddeus Onindi who he neither called as a witness at the disciplinary hearing nor obtain a statement or affidavit remain unsubstantiated.
81. The Respondent placed the Claimant in a position of trust as a receiver of medical supplies which is a sensitive area and it was his duty to perform his duties diligently.
82. Receipt of goods without confirmation constitutes negligence. Paragraph 24(d) of the Memorandum of Agreement between the Respondent and KUDHEIHA states that no notice of termination or payment in lieu thereof shall be given to an employee who is dismissed from the hospital for the following reasons:
- If an employee neglects to perform any work which it is his/her duty to have performed or if he/she carelessly or improperly performs the work which from its nature it was his/her duty under his/her employment terms and conditions to have performed carefully and properly.
83. For the foregoing reasons, it is the finding of the Court that the Respondent has on a balance of probability shown that the Claimant was negligent in that he could not account for drugs he had received under invoices No. CNV08975 and CNV08962 which he received without confirming with the system or a physical L.P.O.
84. The Court is persuaded that the Respondent had a justifiable reason to dismiss the Claimant.

Termination procedure

85. As the sentiments of the Court of Appeal in *Pius Machafu Isindu v Lavington Security Guards Limited* (supra) show, section 41 of the Employment sets out a mandatory and elaborate process to be complied with in a termination of employment or dismissal.



86. In *Postal Corporation of Kenya v Andrew K. Tanui* [2019] eKLR, the Court of Appeal stated as follows;
- “...We believe that is still good law, but not in respect of a hearing before termination as envisaged under section 41 of the Act. It is our further view that section 41 provides the minimum standards of a fair procedure than an employer ought to empty with. The section provides for notification and hearing before termination on grounds of misconduct in the following manner....”
87. Further, the Court stated
- “Four elements must thus be discernible for the procedure to pass muster
- i. An explanation of the grounds of termination in a language understood by the employee.
 - ii. The reason for which the employer is considering termination.
 - iii. Entitlement of an employee to the presence of another employee of his choice when the explanation of grounds of termination is made.
 - iv. Hearing and considering any representations made by the employee and the person chosen by the employee.”
88. The Court is bound and guided by these sentiments. See the sentiments of Radido J. in *Anthony Mkala Chitavi v Malindi Water & Sewerage Company Ltd* (supra).
89. I will now proceed to apply the law to the facts of the present case.
90. The notice of suspension dated 19th February, 2016 informed the Claimant that he had been suspended from duty for two (2) weeks to pave way for investigation into allegations of gross misconduct relating to irregular payments made to Omaera Pharmaceutical Limited.
91. The notice to show cause was more specific on the actual allegations of receipt of invoice Nos CNV08975 and CNV08962 as is the letter of summary dismissal.
92. The Claimant was fully aware of the allegations made against him and the grounds on which the Respondent was considering termination of employment.
93. Significantly, the notice to show cause intimated to the Claimant the date of the disciplinary hearing on 11th April 2016 at 12.00 noon as well as the right to be accompanied by a colleague of his choice.
94. In his response dated 6th April, 2016 the Claimant identified his witness of choice as the Unions Branch Secretary, one Mr. Patrick Karanja.
95. The minutes of the disciplinary hearing dated 11th April, 2016 make no mention of the Claimant including the reason why he did not attend the hearing.
96. The minutes make no reference to the fact that the charges facing the Claimant were read out in the presence of the Branch Secretary of KUDHEIHA, Mr. Patrick Mwaniki.
97. The minutes state that Mr. Kenneth gave a brief background of the case and the committee went through preliminary deliberations on the issues raised. It is not clear what the issues were and who raised them.



98. It is unclear who made the Claimant statement reproduced in bullet form. The minutes make no reference to what the Claimant's witness stated or who stated what. The minutes are in the form of a report as supposed to an itemised discussion.
99. The minutes make no reference to the Claimant's response to the notice to show cause as no other meeting had been held to address the response. The notice to show cause fixed the date for the disciplinary hearing before the Respondent had received or evaluated the Claimant's response, a case of 'damned if you do, damned if you don't'. The decision to subject the Claimant to a disciplinary hearing and eventual dismissal appear to have been made.
100. Noteworthy, Mr. Patrick Mwaniki did not sign the minutes and no reason is given.
101. The Claimant submits that the proceedings were unfair because his representative was not heard which would perhaps explain his refusal to sign the minutes. This perception or appearance would have been dispelled if the minutes had indicated that Mr. Patrick Mwaniki stated that he had nothing to say or said nothing at all or refused to sign the minutes.
102. It would appear to the Court that the minutes on record did not capture the proceedings of the day in totality.
103. Finally, the minutes make no reference to the fact that the disciplinary committee took sometime to deliberate and consider the Claimant's case. It is unclear whether the recommendation that the Claimant be dismissed summarily was made in the presence of the Branch Secretary or not.
104. Finally, the Claimant had been informed of the right to appeal within 7 days of the summary dismissed and lodged an appeal dated 19th April, 2016 which did not take place on 22nd April, 2016 and 4th May, 2016 at the instigation of the Claimant and the Respondent's management upheld the decision to dismiss the Claimant summarily.
105. For the above reasons, it is the finding of the Court that the Respondent has on a balance of probability failed to demonstrate that it fully complied with the mandatory procedure prescribed by Section 41 of the Employment Act.
106. Further, it is the finding of the Court that the termination of the Claimant's employment on 15th April 2016 was procedurally flawed for want of a fair hearing.
107. Worthy of note, the fact that the parties agreed to proceed by way of documentary evidence and submissions in light of the Claimant's inability to attend proceedings, the decision placed the Court at a disadvantage in several respects. Although both parties attached an undated and unsigned copy of an appointment letter, none of them makes reference to it.
108. Strangely, the Respondent did not furnish a copy of the Claimant's payslips. The only copy on record provided by the Claimant is dated August 2015 showing that the Claimant's basic salary was Kshs.82,868.00 per month.
109. Relatedly, the payslip shows that the Claimant contributed Kshs.100/- towards COTU and Kshs.300/- towards KUDHEIHA.
110. Finally, the Claimant attached a copy of a Memorandum of Agreement between Gertrude's Children's Hospital and the Kenya Union of Domestic, Hotels, Educational Institutions, Hospital and the Allied Workers signed on 10th September, 2015 and effective 1st August 2015- 31st July, 2017.
111. As regards the reliefs prayed for, the Court proceeds as follows;



House allowance Kshs.3,579,897.60

112. As submitted by counsel for the Claimant, section 31 of the *Employment Act* provides that it is the duty of the employer to provide reasonable housing accommodation for employees or pay a housing allowance to enable an employee obtain reasonable accommodation. The only evidence of payment of salary by the Respondent is the payslip for August 2015 which indicates the Claimant's basic salary as Kshs.82,868/- per month. The undated, unsigned and incomplete letters of Appointment on record have no addresses nor the salary payable to the intended person. The document is unreliable.
113. Puzzlingly, the Respondent tendered no documentary or other evidence of the Claimant's salary.
114. In the absence of a letter of appointment or other credible indication of the Claimant's salary, the Court is guided by the contents of the payslip on record. The payslip had an entry for basic pay but no house allowance.
115. The Court in agreement with the Court of Appeal decision in *Grain Pro Kenya Inc. Ltd v Andrew Waitbaka Kiragu* [2019] eKLR that 15% of basic salary as reasonable house allowance.
116. Consequently, the Claimant is awarded Kshs.3,579,897.60 as housing allowance.

Notice pay

117. In the absence of a written agreement between the parties setting out the basic terms of the contract of service including termination, the Court has nothing to rely on other than the documents on record which show that the Claimant was not only a member of KUDHEIHA but a shop steward as well as the Memorandum of Agreement dated 10th September 2015 but effective 1st August 2015 to 31st July, 2017 demonstrate.
118. Paragraph 23 of the Agreement provides:
 - (a) Employment may be terminated on any day of the month by the Hospital of the employee as the case may be by each giving to the other, notice in writing.
 - (b) In the case of an employee who has served for ten (10) years and above- for (4) months' notice or payment in lieu thereof.
119. The Court is guided by the decision in *Robai Musinzi v Safdar Mohamed Khan* [2012] eKLR on notice pay.
120. In the circumstances, the Claimant was entitled to four (4) months' salary or pay in lieu of notice and is accordingly awarded the sum of Kshs.331,472/- as notice pay.

Outstanding salary Kshs.285,894.6

121. The Claimant avers that he was not paid from 19th February, 2016 when he was suspended to 4th April, 2016 when his employment was terminated. The Respondent led no evidence that the amount due was paid.
122. The salary due is for one (1) month and 15 days. It is unclear how the Claimant's counsel arrived at the Kshs.285,894.60 for such a short duration.
123. Having found that the Claimant's termination of employment was unfair, the Claimant's award the sum of Kshs.142,947.60 as outstanding salary.



Damages/compensation for unlawful/unfair termination of employment.

124. Having found that termination of Claimant's employment by the Respondent was unfair for want of procedural propriety, the Claimant is entitled to the remedy provided by Section 49(1)(c) of the employment.
125. In determining the level of compensation, the Court has taken into consideration the following;
- (i) The Claimant substantially contributed to the summary dismissal by the respondent.
 - (ii) The Claimant failed/refused and/or neglected to prosecute the appeal he had filed.
 - (iii) The Claimant had no previous warnings or disciplinary hearing.
 - (iv) The Claimant did not attend the disciplinary hearing.
126. In the circumstances, the Court is satisfied that the equivalent of two (2) months' salary is fair, Kshs.190,596.40.
127. In conclusion, judgment is entered for the Claimant against the Respondent in the following terms:
- (a) House allowance Kshs.3,579,897.60
 - (b) Notice pay Kshs.331,472.00
 - (c) Outstanding salary Kshs.142,947.60
 - (d) Equivalent of two (2) months' salary as compensation Kshs.190,596.40
Total award is Kshs.4,244,913.60
 - (e) Costs of this suit
 - (f) Interest at Court rates till payment in full
 - (g) Certificate of service to issue within 30 days.
128. Orders accordingly.

DATED, SIGNED AND DELIVERED AT NAIROBI ON THIS 6TH DAY OF JULY 2022

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 15th March 2020 and subsequent directions of 21st April 2020, that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules which requires that all judgments and rulings be pronounced in open Court. In permitting this course, this Court 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

