



**Rashid v Spire Bank Limited (Cause 1687 of 2017)  
[2022] KEELRC 13095 (KLR) (27 October 2022) (Judgment)**

Neutral citation: [2022] KEELRC 13095 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE 1687 OF 2017  
AN MWAURE, J  
OCTOBER 27, 2022**

**BETWEEN**

**SEKINA RASHID ..... CLAIMANT**

**AND**

**SPIRE BANK LIMITED ..... RESPONDENT**

**JUDGMENT**

1. The claimant by the memorandum of claim dated the August 21, 2017 and filed on the August 25, 2017 is alleging being unfairly and unlawfully terminated. She says she joined the respondent in the position of IT officer on June 6, 2011 and rose through the ranks to the position of the Team Leader Central Processing Unit earning a salary of Kshs 90,000 per month.
2. The claimant avers that she served the respondent with diligence, trustworthiness and efficiency and received various recognition during her tenure. The claimant says she was recalled from leave to reconcile the respondent bank's ledger accounts as well as to hand over previous duties she undertook, to another staff.
3. She says she was suspended from duty for 3 months with half salary payment January 25, 2017 to allow for investigations into imbalances in the bank's general account. That on the January 25, 2017, she was wrongfully arrested and detained for four hours after the bank lodged a complaint with the criminal investigations department, Kilimani.
4. She states that she was, however, released on a free bond conditional on her reporting to the mentioned Police station once every week but with no charges being made against her since the investigations were commenced. She further states that she was called to a disciplinary hearing regarding the allegations but was denied an opportunity to cross-examine witnesses and or have another employee accompany her to the hearing.



5. It is the claimant's position that the respondent summarily dismissed her without a valid reason and or justification vide the letter dated May 12, 2017 despite her response to the notice to show cause and explaining the whole circumstances. Further there was no warning letter on the basis of inefficiency or in relation to any other aspect of her job performance during the entire duration of the employment contract.
6. Further, the claimant says that she was not given notice as envisaged by the law and by the terms of employment contract. The claimant claims that the reason why she was treated with contempt and disdain by the respondent was partly because she was expectant and also she was the only muslim working at the head office.
7. The claimant prays for the following remedies;
  - a. A declaration that the termination was a violation of the claimant's constitutional rights in particular, article 41 of *the Constitution*.
  - b. A declaration that prior to effecting the termination of the claimant's contract of employment, the Respondent did not give the claimant a fair opportunity to be heard
  - c. A declaration that the termination of the claimant's employment is wrongful, unfair, against the rules of natural justice and without justifiable cause.
  - d. Compensation for wrongful termination, 12 months' salary @ 90,000 being Kshs 1,080,000.
  - e. Severance pay for 5 years completed service @ 90,000.....450,000 Kshs
  - f. Half pay not remitted in January to May 2017 Kshs 225,000.
  - g. One month salary in lieu of notice Kshs 90,000.
  - h. Accrued annual leave for 2017 Kshs 90,000 x 28/30 Kshs 84,000/= Total Kshs 1,524,000
    - i. Reinstatement
  - j. Costs of the claim;
  - k. Any other further relief the court may deem just and appropriate to grant.

### **Respondent Case**

8. The respondent entered a memorandum of appearance on the September 15, 2017 through the firm of Otieno Amisi advocates. It filed the memorandum of response on the October 5, 2017. The respondent states that the claimant contrary to the bank's human resource policies illegitimately deleted the bank's data in the machine belonging to one of the bank's employees, Henry Chege which data contained various reconciliations and closed the account belonging to Henry Chege.
9. Respondent avers that it came to the inevitable conclusion that there must have been an attempt to mislead the bank and cover up suspected fraudulent activity and it is on this basis that the claimant was suspended for 3 months.
10. The respondent says that the claimant was served with show cause letter on why disciplinary measure should not be taken against her. That she was thereafter summoned to a disciplinary hearing during which a fair hearing was given.
11. The respondent asserts that following the disciplinary hearing and having taken into consideration the claimant's response in the notice to show cause, it was evident that the claimant's conduct was in



violation of the bank's human resources policy, code of conduct and business ethics policy and thereby constituted the grounds of summary dismissal.

12. The respondent maintained that the claimant's services were lawfully terminated and prayed for the dismissal of the claim alleging that she is not entitled to the reliefs particularised therein.

### **Claimant's Evidence**

13. Claimant witness Sekina Rashid, gave sworn testimony and stated that she is currently a caterer for Jasmin Foods. She adopted the witness statements dated the August 21, 2017 and January 8, 2019 as her evidence in chief. She testified that she joined Spire Bank on the June 6, 2011. She told the court she was promoted on the December 12, 2016 as a team leader and a change ambassador.
14. She testified that on the January 9, 2016 her boss Shadrack Musyoki recalled her from leave to do some reconciliation and handover old duties and take new duties. On the January 25, 2017 the boss and one Stephen Isike the Security head called her and gave her a suspension letter dated the January 26, 2017 following of which she was later arrested and detained at Kilimani police station for four hours. She mentions that she was already 3 weeks pregnant at the time. She says that no charge was preferred against her.
15. She further states that she was informed the reason for the suspension was that she was involved in some form of fraud and that the accounts she had given were not balancing. She says she responded to the notice to show cause letter. Substantially the claimant stated that one of the allegations in the show cause letter was that she had illegally closed one of her colleagues' profiles and deleted his profile and data.
16. She also said that she was also accused of deleting data that belonged to Henry Njuguna's machine using the administrator's profile account and also changing his mpesa profile account. The claimant was of the view that the reasons in the show cause are different from the reasons in the suspension letter as the show cause letter did not refer to the reconciliation.
17. The claimant further told the court that she does not have access to the colleagues' data but that only the Manager has such access. Further, she mentioned that she had no access to administrator's account and that the Mpesa manual did not indicate she had access to colleagues' profiles but only details of that role ie team leader who had only normal rights.
18. She admits she attended a disciplinary hearing on the May 25, 2017 but had no representative from her colleagues. She said that she had asked for her colleagues but they were intimidated and were afraid. She said that they had been advised by the manager not to get involved in the matter. The claimant told the court no witnesses were called against her. The committee according to her had said they had a witness but was told not to cross-examine the witness.
19. Further claimant testified that she would be quietened by her boss when she tried to respond. She further said that she was not informed of any forensic investigations done to her computer and that the computer was confiscated the day she was arrested with the excuse that investigations were being carried out.
20. On cross-examination, she informed the court that only administrator could create profile for other team members but it was not her role to do so and that her profile was for simple transactions. She said that she could not view anybody's profile.
21. Claimant further said that in her statement she had indicated that Shadrack instructed her to set for him Mpesa on his laptop. She said the mpesa sent system account and had to save it in her personal



computer. She further said that she had created mpesa account for Shadrack. She also stated that she was not aware if one Henry accessed Musyoka's laptop. She said that Henry's profile was already set up when he joined the department. There were reconciliation issues according to her and some systems were system errors and some were to be handled manually.

22. The witness said that she was arrested and was thereafter told she could take a representative to a disciplinary meeting who according to her had been warned not to attend. She said she had not attached messages showing the witnesses were warned not to be in attendance. She also answered that there was no written evidence that her colleagues refused to accompany her. She also said that she was not advised to bring a shop floor union steward but was asked to bring a colleague. She admitted that the employer used to remit her NSSF dues.
23. On re-examination, she said that a colleague called Dennis Gachoka said he could not come to represent her. She also reiterated that there were reconciliation issues and were raised because of system errors and that she set up the profile as per the system manual. She said that she had thereafter informed Mr Shadrack who could change the set up and operate the accounts.

### **Respondent's evidence\_**

24. Respondent witness Henry Chege gave sworn testimony and stated that he works with Spire Bank as reconciliation officer. He testified that he has worked with Spire bank from the year 2012. He said that he worked with the Claimant and he knows her. He adopted the witness statement dated the April 17, 2018 as his evidence in chief. He also adopted the documents contained in the lists of documents dated the January 20, 2017 and January 22, 2017 as exhibits in the case.
25. The witness testified that he detected irregularities from Sekina's accounts when she was on leave. He says he checked on reconciliations but found that there were differences which could not be matched. He stated that he did the reconciliation and informed the manager who accused him of not being competent. He says that he then showed them what he had worked on and the raw data but they could not get the differences. He mentioned that the reconciliation could not, however, clean off and issues had to be backdated.
26. According to the witness the errors were not system errors because if they were it could be traced back and system did not decline any errors. He mentioned that the reconciliation differences were that items were posted that could not be matched. Reconciliation, he says, was through human action and some accounts were double created and were not in the reconciliation system.
27. The witness informed the court both himself and the claimant presented their reconciliation reports. He however thereafter said that he does not know if the claimant presented her reconciliation report. He said that someone had deleted his data and so he could not present his reconciliation report and he also said that he had no differences with the claimant.
28. On cross-examination, he said he presented information to the Senior Manager. He further indicated that he had resigned prior to this report on Friday. He said on Saturday when he tried to access his machine, he was still on the system as an employee as he had not handed over his notice. He says he did not claim he knew the particular person who had accessed his computer and he had no evidence who deleted his computer. The witness indicated that the person undertaking reconciliation could try to examine what caused the differences.
29. Respondent witness 2 was Eunice Salaton who gave a sworn testimony and said that she is the HR Manager of Spire Bank. She said she is familiar with the Claimant, Sekina Rashid as a former employee of the Respondent Bank. She adopted the witness statement made on the November 8, 2021 as her



evidence in chief. She also adopted the documents in the list dated the April 10, 2018 and filed on the May 10, 2018 as exhibits 1-10.

30. She testified that the claimant was dismissed from employment and that she was working in the reconciliation department. Further she states that claimant was asked to give a report and she did not finish it and went to finish on Saturday. She says the claimant had requested Safaricom to confirm the records. The management found that that the report was not correct according to her and so they asked the forensic experts to conduct an investigation as the allegation was that she had deleted crucial information from another employees' computer. The witness told the court that the forensic experts gave a report and Safaricom confirmed that they had not given her email for balances of account. She reiterated the email did not originate from Safaricom. The claimant was then issued with show cause letter and the disciplinary process took place.
31. The witness further testified that she is aware of the procedure required before the termination and that the claimant was sent an email on the May 10, 2017 and a text message asking her to attend the disciplinary hearing. She says she told the claimant to come with a witness/staff of her choice. According to the witness, the claimant never mentioned that she had difficulties in complying. Or getting a witness. The witness says the claimant came to the meeting but did not come with a witness. She further stated that she was present at the disciplinary hearing where minutes of the hearing were prepared.
32. The witness concluded by saying that it was found that data was deleted from another employee's computer and there was also no information from Safaricom. She added that there were no email warning workers not to accompany the claimant to attend disciplinary hearing and that the claimant was taken through a fair hearing and her dismissal was valid.
33. On cross-examination she told court the emails referred to in her examination in chief are not attached. The witness said that there were computers of Henry and claimant which were found not to have been spoof fed according to the emails.
34. She also stated that the minutes of the meeting concluded there were no emails from Safaricom and the problem for the claimant was that the accounts were not reconciled. She clarified that what she had said is that the accounts reconciled by the claimant were not balancing but through oversight they had not provided them in court.
35. She further mentioned that she notified Sekina of meeting at 12.45 pm via email and she was to attend the disciplinary hearing at 3 pm. She further on being referred to the forensic report said there is no indication that the claimant deleted the data.
36. On re-examination she told court that before the email of May 10, 2017 there was a communication where the claimant was told to be on the standby for the disciplinary hearing and she was given notice to show cause as well. She stated that the claimant was well informed about the disciplinary meeting and she confirmed she was comfortable with it.
37. The witness added that the claimant had initially given information that was not correct and when somebody was asked to confirm he found it to be incorrect. She reiterated that it is a colleague by the name of Peter who found the data was missing. The witness upon being referred to the email dated the January 22, 2017 said it was from the claimant to one Shadrack and Kimundi. That there were no other emails sent by the claimant but there was an email from Pauline to the claimant dated January 20, 2017 and Pauline was said to be from Safaricom. The witness further said the email of January 25, 2017 was from Shadrack asking if a certain staff was from Safaricom. According to the witness Safaricom confirmed that Pauline was not a staff of Safaricom.



### **Claimant's Submissions**

38. The claimant submits that the termination of an employee's contract under section 41 and 45 (1) and section (2) of the *Employment Act* 2007 is not lawful unless the employer establishes by evidence that termination was done on the basis of valid reason and upon following fair procedure.
39. The claimant contends that even though the forensic report found that data had been deleted, the same was not attributable to the claimant and no evidence has been placed before court linking the claimant to the deleted data in the said computers at all.
40. On the procedure used to terminate her she says that under section 41 of *Employment Act* 2007, the claimant relied on the Court of Appeal decision in Pius *Machafu Isindu v Lavington Security Guards Limited* 2017 eKLR for the proposition that the *Employment Act* 2007 places heavy legal obligations on employers in matters of summary dismissal for breach of employment contract and unfair termination involving breach of employment contract and unfair termination involving breach of the statutory law. The employer must prove the reasons for termination/dismissal, prove the reasons are valid and fair, prove that the grounds are justified amongst other provisions. A mandatory and elaborate process is then set up under section 41 requiring notification and hearing before termination.
41. The claimant says in this case she was suspended for reasons that her accounts did not balance as at December 31, 2016. The investigations conducted were with respect to whether she had deleted data which was on the computers of her colleagues. It is her submission that her employment was then terminated on account of allegations of fake mails that were purportedly produced by herself to the respondent. All through the process the claimant was uncertain of the issues she was facing as the same kept on changing. The claimant says that this is in violation of section 41 of the *Employment Act*.

### **Respondent's submissions**

42. The respondent submits on its part that the show cause letter was self-explanatory as to the grounds upon which the claimant's disciplinary action was contemplated. The Respondent says the claimant attempted to open a new line of complaint saying that the time given was too short. But on cross-examination she said that she never sought for more time to offer a response to the show cause letter neither did she raise any complaints relating to the short notice during the disciplinary hearing. And further that she was informed she is free to have a staff of her choice accompany her to the hearing. The respondent further contended that the allegations of some staff being cautioned was not proved to the requisite standards.
43. The respondent submitting on the dictates of section 43 of *Employment Act* as read with section 45 of the said Act argued that considering the sensitivity of the respondent's business, namely, banking, the above reasons fall squarely into the four corners of section 43 and 45. The respondent says it placed reliance on the findings of an IT expert following forensic investigations who confirmed the allegations. Therefore, there existed genuine and valid reasons as per respondent's submissions.
44. That since the reasons related to integrity in respect of the claimant's conduct, the respondent's operational requirements legitimized the dismissal. The respondent submitted that the dismissal did not amount to unfair termination within the meaning of section 45 of the *Act*.

### **Issues for Determination**

- a. Whether on a balance of probabilities the respondent had reasonable grounds to believe that the claimant engaged in the alleged malpractice entitling it to terminate the contract of employment.



b. The remedies, if any, the claimant is entitled to.

## Determination

45. Section 41(1) of the *Employment Act* 2007 provides as follows: -

“Subject to section 42 (1), an employer shall, before terminating the employment of an employee, on the grounds of misconduct, poor performance or physical incapacity explain to the employee, in a language the employee understands, the reason for which the employer is considering termination and the employee shall be entitled to have another employee or a shop floor union representative of his choice present during this explanation.”

46. Section 43 provides as follows:

“(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 the section. Section 43(2) enacts that the reason 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.”

47. Section 45 of the Act provides in part as follows: -

(1) No employer shall terminate the employment of an employee unfairly.

(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: - Related to the employees conduct, capacity or compatibility; or - Based on the operational requirements of the employer; and - That the employment was terminated in accordance with fair procedure.”

48. Section 47(5) of the Act provides as follows: -

“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, while the burden of justifying the grounds for the termination of employment or wrongful dismissal shall rest on the employer.”

49. Section 44 (4) (g) of the Act decrees that: -

“Any of the following matters may amount to gross misconduct so as to justify the summary dismissal of an employee for lawful cause, but the enumeration of such matters or the decision of an employer to dismiss an employee summarily under subsection (3) shall not preclude an employer or an employee from respectively alleging or disputing whether the facts giving rise to the same, or whether any other matters not mentioned in this section, constitute justifiable or lawful grounds for the dismissal if: - (g) An employee commits, or on reasonable and sufficient grounds is suspected of having committed, a criminal offence against or to the substantial detriment of his employer or his employer’s property.”



50. The Court of Appeal in *Kenya Revenue Authority v Rewel Waitbaka Gitabi & 2 others* [2019] eKLR said 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. The Court, quoting from Halsbury’s Laws of England went further to comment 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 employee’s 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.”

51. In *Thomas Sila Nzivo v Bamburi Cement Limited* [2014] eKLR the court held that:-

“The respondent had reasonable and sufficient grounds to suspect the claimant of having acted to the substantial detriment of the respondent and its property, and was justified in summarily dismissing the claimant under Section 44 [4] [g] of the *Employment Act* 2007. The employer was not required to have conclusive proof of the claimant’s involvement; it was only expected to have reasonable and sufficient grounds. The physical audit, the discovery that no oil was available even as the claimant protested, he received such oil..... all gave the respondent reasonable and sufficient grounds to act against the claimant.”

52. The claimant has protested the termination saying that she never deleted the data she was accused of deleting as she had no access to the administrator’s account. She also disavowed closing an mpesa account. Drawing from the above authorities, what the respondent is required to show for the termination to pass the test of fairness is if he had reasonable and sufficient grounds to suspect the claimant acted to the substantial detriment of the respondent.

53. The evidence of respondent witness one Henry Chege is that he had discovered differences from his accounts which upon reconciliation could not be matched, the fact that the errors were not system errors that could be matched and therefore his complaint was that his data was deleted. He said that he discovered the anomalies when the claimant was on leave. Henry says in his witness statement he took over the claimant’s docket to reconcile accounts when she went on leave in December 2016.

54. He says the accounts were not matching and there were discrepancies in the entries. He reported the matter to Shadrack Munyoki the team leader and Carol Kimunde.

55. He says that he was asked to make presentation together with the claimant and that is when he discovered his user name was changed to administrator’s user name. He says he managed to log in manually only to find his data was deleted. He says he reported the matter to the team leader Mr Shadrack.

56. The claimant in her witness statement basically claims system errors which she says all team members were aware. She says she was not alone in the office and was not the only one who could therefore delete



Henry Chege's data. She also says that Barnabas Letisi who was quoted to have said he saw her at Henry Chege's desk changed his story twice and then resigned from the bank.

57. This is a very intricate affair and it is basically the evidence of Henry Chege as against the claimant's. Henry Chege was also at some point possibly also a suspect of the reconciliation anomalies and he admitted he had also resigned from the bank because of those discrepancies. He further admitted that when he found his data was all deleted there were other people in the office. He asked each of them if they were the ones who deleted his data and as would be expected they all did not own up. It is not clear why only the claimant was blamed and even arrested and held by the police and yet there were other people in the office when Chege discovered his data had been deleted.

58. Section 43 of *Employment Act* places a burden on employer to prove a reason or reasons for termination of the employee's employment. In the case of *Evans Kamadi Musango v Barclays Bank of Kenya Limited* eKLR the court pronounced itself as hereunder:-

“In my mind the burden placed on the employer by section 43 of *employment act* is to demonstrate that there is a valid reason which would cause a reasonable employer to terminate the employment of the employee.

59. The dismissal letter by the respondent to the claimant reads:-

“..... regarding the malicious deletion of data and closure of user account belonging to Mr Henry Chege on the company mobile platform details of which are well within your knowledge”

60. The respondent has not demonstrated how they came to the conclusion that it was the claimant who deleted the data. The happenings in the disciplinary meeting held on May 25, 2017 do not give accurate evidence why it was concluded the claimant deleted the data. In fact the respondent witness Henry Chege in his evidence in court admitted he did not say that the claimant deleted his data.

60. After the disciplinary meeting the claimant did not sign the minutes and so cannot be said to have owned the proceedings. The claimant does not seem to have made her presentation in the hearing as she is not referred anywhere in the minutes. After vague deliberations the panel then recommended her dismissal.

61. The court would want to comment on the fact that the respondent does not seem to have presented a valid reason or evidence to justify the summary dismissal of the claimant from her employment.

62. The court in the case of *Lucas Otieno v Kenya Commercial Bank Limited* Cause No 1050 of 2021 pronounced itself thus:-

“summary dismissal even in the face of fundamental breach of the employment contract obligation or gross misconduct must not be resorted to without complying with procedural fairness/natural justice. An employer without a hearing will be failing a foul of section 41(2) of *Employment Act*.

63. As already observed the claimant is not reported as per the disciplinary meetings minutes of May 25, 2017 to have given her presentation. She says she invited a colleague to accompany her one Davis Ariko but he declined and said he had been advised by the security officer not to be involved in the matter. She says her other colleagues as well were not willing to accompany her for fear of losing their jobs.



64. As it is she was invited for the disciplinary meeting the same day and so obviously she did not even have time to prepare for the same.
65. The upshot of the foregoing is that the Respondent failed to follow substantive justification and procedural fairness in terminating the claimant's employment. As held in the case of *Kenfreight E.A Limited v Benson K. Nguti* 2016 eKLR it is not enough to terminate employment by notice or payment in lieu thereof; termination must be based on valid reason and fair procedure should be followed. Similarly in this case the Respondent did not establish a valid reason or reasons to terminate the claimant's employment summarily but just accused her of generalised charges which were not substantiated. In conclusion the court finds the claimant was unfairly and wrongfully terminated from her employment and therefore enters judgment in her favour.

### **Remedies**

66.

- (1) Compensation for wrongful termination

Having worked for the respondent from 2011 to 2016 claimant is well compensated with 4 months equivalent of salary 4x90,000= Kshs 360,000/-

- (2) Severance pay is not applicable since this was not termination through redundancy.
- (3) Half pay balance during suspension period January to May 2017 = Kshs 225,000/-
- (4) One month salary in lieu of notice Kshs 90,000/-
- (5) Accrued annual leave for 2017 as she left in May Kshs 45,000/-
- (6) Reinstatement is declined as 3 years have passed since termination section 12 (vii) of Labour Relations Court Act.
- (7) Costs are awarded to the claimant.
- Total awarded is Kshs 720,000/-

Orders accordingly.

**DELIVERED, DATED AND SIGNED IN NAIROBI THIS 27<sup>TH</sup> OCTOBER, 2022.**

**ANNA NGIBUINI MWAURE**

**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 March 15, 2020 and subsequent directions of April 21, 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 had 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.



**ANNA NGIBUINI MWAURE**

**JUDGE**

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