



**REPUBLIC OF KENYA**

**IN THE EMPLOYMENT & LABOUR RELATIONS COURT**

**AT NAIROBI**

**CAUSE NO. 1430 OF 2015**

(Before Hon. Justice Hellen S. Wasilwa on 21<sup>th</sup> May, 2020)

MICHAEL MURIUKI NGARI.....1<sup>ST</sup> CLAIMANT/EMPLOYEE

JIM KENNEDY KIRIRO NJERU.....2<sup>ND</sup> CLAIMANT/EMPLOYEE

ERIC KAMAU KIHARA.....3<sup>RD</sup> CLAIMANT/EMPLOYEE

MILKA KARIMI.....4<sup>TH</sup> CLAIMANT/EMPLOYEE

ANDREW CHRIS KIRATHE KAMONDE.....5<sup>TH</sup> CLAIMANT/EMPLOYEE

SOSPETER KIMANI WANJOHI NYAMBURA.....6<sup>TH</sup> CLAIMANT/EMPLOYEE

REUBEN MUNENE NYAGA.....7<sup>TH</sup> CLAIMANT/EMPLOYEE

MICAH ONTIRI OMBONGI.....8<sup>TH</sup> CLAIMANT/EMPLOYEE

MEOLI LEMUTA MOLIBASH.....9<sup>TH</sup> CLAIMANT/EMPLOYEE

MICHAEL KIHAMBILU LUGWILL.....10<sup>TH</sup> CLAIMANT/EMPLOYEE

**VERSUS**

**EQUITY BANK OF (KENYA) LIMITED.....RESPONDENT**

**JUDGEMENT**

1. The Claimants herein filed a Memorandum of Claim dated 13<sup>th</sup> August, 2015 and filed in Court on 17<sup>th</sup> August, 2015, seeking compensation for wrongful and unlawful summary dismissal and payment of terminal benefits owed to them by the Respondent herein.
2. The Claimants aver that they were on diverse dated employed by the Respondent herein, a banking institution registered under the Banking Act, Cap 488 Laws of Kenya.
3. The Claimants further averred that they performed their duties diligently and to the Respondent's satisfaction until 9<sup>th</sup> June, 2015 when the Respondent placed them under suspension allegedly in order to facilitate completion of investigations.
4. The Claimants further aver that they subsequently received show cause letters dated 24<sup>th</sup> June, 2015 that cited the following issues:-

***a) Colluding with unidentified vendors and unidentified valuers to defraud the Bank by issuing overstated valuation of properties with respect to unidentified properties.***

***b) Recruiting unidentified staff to purchase unidentified properties and facilitating cash back either before or after loan disbursement, and***

**c) Receiving commissions from unidentified vendors/agents.**

5. The Claimants maintained that they did respond to the show cause letters vide their letters annexed in the Memorandum of Claim and marked "M.M.N. 11".

6. The Claimants further averred that on 25<sup>th</sup> June, 2015 they received communication authored by the Respondent's General Manager - Human Resources inviting them to attend a disciplinary hearing scheduled for the 29<sup>th</sup> June, 2015 at 9.00 am at the Respondent's head office.

7. The Claimants did appear for the hearing as directed and maintained their innocence at the said hearing. The Claimants further averred that through their representatives at the hearing, they requested to be supplied with the particulars of the allegations levelled against them but were not served upon them and the hearing proceeded and on 2<sup>nd</sup> July, 2015 the Respondent served the 1<sup>st</sup> to 6<sup>th</sup>, 8<sup>th</sup> to 10<sup>th</sup> Claimants with letters of summary dismissal while the 7<sup>th</sup> Claimant was served with a letter of termination of his employment.

8. The Claimants aver that their summary dismissals and termination from the Respondent's employment is wrongful, was conducted in an illegal and discriminatory manner, is unconstitutional and is therefore null and void ab-initio.

9. In their Memorandum of Claim the Claimants seek the following reliefs:-

**a) Withdrawal forthwith of all the letters of summary dismissal and issuance of a suitable apology in writing.**

**b) General damages for discrimination contrary to the provisions of Article 27 of the Constitution of Kenya.**

**c) General damages for defamation.**

**d) Terminal benefits as follows:-**

**i. 1<sup>st</sup> Claimant**

**A. 3 months' pay in lieu of notice...Kshs. 217,500/-**

**B. 12 months' pay.....Kshs. 870,000/-**

**Total.....Kshs. 1,087,500/-**

**ii. 2<sup>nd</sup> Claimant**

**A. 3 months' pay in lieu of notice.Kshs.270, 000/-**

**B. 12 months' pay.....Kshs. 1,080,000/-**

**Total.....Kshs. 1,350,000/-**

**iii. 3<sup>rd</sup> Claimant**

**A. 3 months' pay in lieu of notice...Kshs. 195,000/-**

**B. 12 months' pay.....Kshs. 780,000/-**

**Total.....Kshs. 975,000/-**

**iv. 4<sup>th</sup> Claimant**

**A. 3 months' pay in lieu of notice.....Kshs. 196,500/-**

**B. 12 months' pay.....Kshs. 786,000/-**

**Total.....Kshs. 982,500/-**

**v. 5<sup>th</sup> Claimant**

**A. 3 months' pay in lieu of notice....Kshs. 135,000/-**

**B. 12 months' pay.....Kshs. 540,000/-**

Total.....Kshs. 675,000/-

vi. 6<sup>th</sup> Claimant

A. 3 months' pay in lieu of notice.....Kshs. 150,000/-

B. 12 months' pay.....Kshs. 600,000/-

Total.....Kshs. 750,000/-

vii. 7<sup>th</sup> Claimant

A. 3 months' pay in lieu of notice.....Kshs. 165,000/-

B. 12 months' pay.....Kshs. 660,000/-

Total.....Kshs. 825,000/-

viii. 8<sup>th</sup> Claimant

A. 3 months' pay in lieu of notice.....Kshs. 156,000/-

B. 12 months' pay.....Kshs. 1,080,000/-

Total.....Kshs. 1,236,000/-

ix. 9<sup>th</sup> Claimant

A. 3 months' pay in lieu of notice.....Kshs.162,000/-

B. 12 months' pay.....Kshs. 648,000/-

Total.....Kshs. 810,000/-

x. 10<sup>th</sup> Claimant

A. 3 months' pay in lieu of notice.....Kshs. 405,000/-

B. 12 months' pay.....Kshs. 1,620,000/-

Total.....Kshs. 2,025,000/-

Total Claim Kshs. 10,104,000/-

e. Compensation based on loss of legitimate expectation of employment till retirement at 65 years

i. 1<sup>st</sup> Claimant Kshs. 28,710,000/-

ii. 2<sup>nd</sup> Claimant Kshs. 36,720,000/-

iii. 3<sup>rd</sup> Claimant Kshs. 31,200,000/-

iv. 4<sup>th</sup> Claimant Kshs. 27,510,000/-

v. 5<sup>th</sup> Claimant Kshs. 21,060,000/-

vi. 6<sup>th</sup> Claimant Kshs.22,800,000/-

vii. 7<sup>th</sup> Claimant Kshs. 25,080,000/-

viii. 8<sup>th</sup> Claimant Kshs. 21,840,000/-

*ix. 9<sup>th</sup> Claimant*                      *Kshs. 19,440,000/-*

*TOTAL*    *Kshs. 234,360,000/-*

*f. Costs of the Claim*

*g. Any other relief the Court may Order.*

10. The 10<sup>th</sup> Claimant withdrew his Claim as against the Respondent herein vide his Notice of withdrawal dated 11<sup>th</sup> October, 2017.
11. In response to the Memorandum of Claim the Respondent through the firm of Ochieng', Onyango, Kibet and Ohaga Advocates filed its Statement of Response dated 5<sup>th</sup> February, 2016 and filed in Court on 6<sup>th</sup> February, 2016, in which it admits having engaged the Claimants in the manner stated in their Statement of Claim.
12. The Respondent avers that as an express term of each employment contract with the Claimants herein at Clause 14.0 that it is entitled to terminate the employment contracts on account of gross misconduct or to terminate the same by giving one month notice in writing to the employee or pay one month's salary in lieu of such notice.
13. The Respondent further maintained that the Claimants were bound by its Human Resource Policies, Processes and Procedures and the Staff Policy Manual passed and endorsed on or about October 2010.
14. The Respondent confirmed having received a report from the Group Chief Auditor on or about 28<sup>th</sup> May, 2015 indicating that there were various staff accounts that were inconsistent with their salary remittances and whose sources appeared suspicious.
15. The Respondent further confirmed that the Auditor also revealed that there were inconsistencies in the operation of the various staff loan accounts as 'cash back' would be received though some accounts which the transactions were completed by the Claimants.
16. The Respondent further averred that it did issue instructions to the firm of Acumen Valuers Limited to conduct valuations on various properties valued by Advent Valuers Limited which valuations confirmed that the values of the properties were of a significant lower value than what was previously stated. The Respondent confirmed that the fraudulent scheme involved its members of staff and more specifically the Claimants herein.
17. The Respondent averred that in its investigations it was established that the Claimants' herein through their staff accounts had received several lump sum payments before or after disbursement of staff loans to the said staff prompting it to serve the Claimants with notices to show cause and subsequently invited them for disciplinary hearings on diverse dates between the 29<sup>th</sup> June 2015 and 30<sup>th</sup> June, 2015 and terminated their employment.
18. The Respondent maintained that it had reason to terminate the Claimants' employment and that it did follow due process as set out in its Policy Manual and the Employment Act. It further maintained that the Claimants have failed to state with any degree of precision the particular provisions of the Constitution have been allegedly violated and /or breached.
19. The Respondent averred that the Claimants allegations of defamation are misconceived and devoid of substance.
20. In conclusion the Respondent urged this Court to dismiss the Claim in its entirety with costs to the Respondent.
21. The matter thereafter proceeded for hearing on 2/4/2019 and 15/10/2019 with both the Claimants and the Respondent calling one witness each to testify on their behalf. Parties thereafter filed their submissions to the Claim herein.

#### **Claimants' Case**

22. CW1 **Eric Kamau Kihara** (the 3<sup>rd</sup> Claimant) herein testified on his behalf and on behalf of the other Claimants herein except the 10<sup>th</sup> Claimant who withdrew his Claim against the Respondent herein.
23. In his testimony CW1 confirmed that they were employed by the Respondent on diverse dates and on different capacities as stated in their Memorandum of Claim. He further averred that the Claim as against the Respondent herein is as indicated in the Memorandum of Claim and urged the Court to allow the same as prayed.
24. CW1 further testified that the allegations made by the Respondent in its response are untrue and that there is no substantial proof tendered by the Respondent to prove their culpability.
25. CW1 further maintained that their dismissal by the Respondent was unjustified and relied on the averments made in the Memorandum of Claim. CW1 urged this Court to allow the Claim herein in terms of the reliefs sought therein.
26. On cross-examination CW1 confirmed that he was employed by the Respondent on 29/12/2008 in the position of a Bank Clerk. He further stated that at the time of his employment with the Respondent he was not made aware of the Bank Policy and Manual. He however confirmed that his appointment letter provided that he ought to familiarize himself and abide by the provisions of the said document.

27. On further cross examination CW1 confirmed that he was aware of the Respondent's policy of staff loans and that staff were not allowed to do business that is in conflict with the Bank's policy.

28. CW1 confirmed that he was taken through a disciplinary process and that in the hearing he admitted having engaged in the business of lending and borrowing money to other members of staff some of who are not parties in this matter. He however insisted that he did not run any private business that was in conflict with the Bank's core business.

29. On further cross-examination CW1 confirmed that he was financed by the Respondent bank to buy property. He further stated that prior to his financing a valuation was done on the property by a credible valuer and that it would not be possible to be financed above the value of the property.

30. CW1 was however unable to explain the cash deposits in his account and those of the other Claimants. He insisted that the deposits on his account were refunds for loans he had given his colleagues.

31. CW1 urged this Honourable Court to allow the Claim in terms of the reliefs sought therein.

### **Respondent's Case**

32. The Respondent Witness (**Irene Cherwon, RW1**), the General Manager, Human Resources at the Respondent Bank requested to have her witness statement filed in Court on 13<sup>th</sup> February, 2019 adopted as her evidence in chief, a request that was allowed by this Court. In her statement the Claimant reiterated the averments made in the Response filed herein.

33. RW1 confirmed that at the time of the Claimants disciplinary hearing she was working for the Respondent and that she participated in their disciplinary hearings.

34. RW1 further stated that the Claimants colluded with 3<sup>rd</sup> parties to overvalue land upon which the Respondent Bank issued loans and they would get "cash backs". RW1 maintained that this was an issue of conflict of interest. She further confirmed that the Bank did instruct an independent valuer to value the said properties and confirmed that the same were overvalued. She further maintained that the Respondent Bank relied on the said valuation at the disciplinary hearings.

35. It was RW1's contention that the Respondent had a valid reason to terminate the Claimants' employment and that due process was followed. RW1 maintained that the instant Claim is therefore void of merit and urged this Honourable Court to dismiss the same with costs.

36. On cross-examination RW1 confirmed being part of the panel at the Claimants' disciplinary hearing. She further confirmed that the Respondent Bank did not file any report with the police as the matter was dealt internally by its BFIU for investigating fraud in the Bank.

37. On re-examination, RFW1 confirmed that the investigations in this matter were based on suspicions gathered.

38. Parties thereafter agreed to file and exchange their written submissions to the Claim filed herein.

### **Submissions by the Parties**

#### **Claimants' Submissions**

39. The Claimants submitted that the termination of the 7<sup>th</sup> Claimant's employment and the summary dismissal of the other Claimants was wrongful/unjustified and/or unlawful and urged this Honourable Court to grant the reliefs sought in the Memorandum of Claim filed herein.

40. The Claimants further submitted that the allegations pointed out by the Respondent in its statement of response were not true and baseless as no complaint was filed against the Claimants with the relevant police unit or the Anti-Bank Fraud Investigation Unit of the Central Bank of Kenya.

41. The Claimants further maintained that the Respondent's Staff Policy was never brought to their attention a fact that was confirmed by the Respondent witness who only stated that the said document was made available and accessible on the Respondent's intranet.

42. The Claimants averred that the Respondent cannot rely of the report prepared by the Group Chief Auditor as he was not called as a witness and that the Claimants were not given a chance to query the report even at the disciplinary hearing.

43. In conclusion the Claimants maintained that they had proved their case on a balance of probabilities and urged this Honourable Court to enter judgment in their favour in terms of the reliefs sought in the Memorandum of Claim.

#### **Respondent's Submissions**

44. The Respondent on the other hand submitted that the summary dismissal of the 1<sup>st</sup> to 5<sup>th</sup> and 8<sup>th</sup> and 9<sup>th</sup> Claimants and the termination of the 6<sup>th</sup> and 7<sup>th</sup> Claimants was fair, justified and lawful. It further maintained that the said summary dismissals and termination passed both the substantive and procedural test as it duly complied with the provisions of Sections 41 and 43 of the Employment Act, 2007. To buttress this argument the Respondent cited and relied on the case of **Anthony Mkala Chitavi Vs Malindi Water and Sewerage Company Limited (2013) eKLR** where the Court observed that for an termination to pass the fairness test it must adhere to the provisions of Sections

41 and 43 of the Employment Act, 2007.

45. The Respondent further maintained that the time accorded to the Claimants from the time they were served with the Notice to Show Cause to the time of their Disciplinary Hearings was sufficient to mount a defence.

46. The Respondent urged this Honourable Court to therefore find that the Claimants' dismissal was procedurally fair.

47. The Respondent further contended that it was the responsibility of the Claimants to familiarize themselves with the policies, processes and procedures and that any failure was in breach of their employment terms.

48. The Respondent further submitted that the Claimants' argument that the said policies did not form part of the respective employment contracts as they were never signed is misplaced. For emphasis the Respondent cited the Court of Appeal decision in **Heritage Insurance Company Limited Vs Christopher Onyango & 23 Others (2018) eKLR** where the Court pronounced itself as follows:-

***“The fact that the Contract of each respondent contained a clause to the effect that orders or directives issued from time to time through the staff manuals or handbook would be obeyed meant that the terms of such staff manual or handbook were incorporated in the Contract of employment and did not need the signature of an employee to bind him or her.”***

49. The Respondent further submitted that as an employer it discharged the duty of making policies readily available on the Company Intranet, to enable their accessibility to its members of staff in line with their individual employment contracts specifically at Clause 10.0 and 12.0.

50. The Respondent further submitted that the Claimants were found to have engaged in private businesses and lending monies to fellow staff contrary to the provisions of the employment contract and staff policies manual and as a result their termination from employment. The Respondent further maintained that by their engaging in the business of lending monies, it was in clear violation to Clause 19.9 of the Manual on Conflict of Interest.

51. The Respondent further submitted that it has discharged the burden of proving the existence of fraudulent conduct on the part of the Claimants that would warrant their dismissal. For emphasis the Respondent cited and relied on the cases of **Thomas Barkasiam Miningwo Vs Egerton University (2015) eKLR**, **Elijah Aggrey Atsali Vs Nairobi City Water and Sewerage Company (2015) eKLR** and **Nelson Ken Kipkemei Vs Diamond Trust Bank Limited (2015) eKLR** in which matters the Courts opined that the standard of proof in disciplinary hearings is different from that of criminal proceedings. The Courts maintained that all the employer needs is to satisfy that the employee's acts were in breach of his employment contract or Employment Act.

52. In terms of specific reliefs the Respondent submitted that the Claimants have not satisfied the evidentiary burden to support their assertions of discrimination and therefore urged the Court to dismiss the same. For emphasis the Respondent cited the case of **G.M.V Vs Bank of Africa Kenya Limited (2013) eKLR**.

53. The Respondent further maintained that the mere assertion of difference in treatment as alleged by the Claimants does not necessarily mean the Claimants were discriminated against. To fortify this argument the Respondent relied on the case of **Jacqueline Okeyo Manani & 5 Others Vs Attorney General & Another (2018) eKLR** where the Court stated as follows:-

***“It must however be borne in mind that it is not every distinct or differentiation in treatment that amounts to discrimination. Discrimination as seen from the definitions, will be deemed to arise where equal classes of people are subjected to different treatment, without objective or reasonable justification or proportionality between the aim sought and means employed to achieve that aim.”***

54. It is on this basis that the Respondent submitted that the prayer for general damages for defamation must fail and urged this Court to dismiss the same accordingly.

55. The Respondent further submitted that the Claimants' prayer for payment of terminal benefits is baseless having shown that their termination was lawful, procedural and therefore fair in the circumstances. To buttress this argument the Respondent cited the Court of Appeal decision in the case of **CMC Aviation Limited Vs Mohammed Noor (2015) eKLR**.

56. On the Claim for compensation based on loss of legitimate expectation the Respondent submitted that the same are not awardable as it is trite law that damages amounting to expected earnings till retirement are not recognizable under the Employment Act, 2007. To buttress this argument the Respondent relied on the case of **Alphonse Maghanga Mwahanya Vs Operation 680 Limited (2013) eKLR** where the Court held that such a relief cannot be granted as the Employment Act, 2007 and the Industrial Court Act have not opened an avenue for the Employment Court to grant damages equivalent to unserved term of an employment contract. To further emphasis on the issue the Respondent cited the authorities of **Elizabeth Wakanyi Kibe Vs Telkom Kenya Limited (2014) eKLR** and **Menginya Salim Murgani Vs Kenya Revenue Authority (2008) eKLR**.

57. The Respondent maintained that the Claimants have failed to demonstrate that their dismissal and termination was procedurally and substantively unfair and therefore must fail.

58. It further submitted that the Claimants were accorded a fair opportunity to be heard in accordance with the provisions of the Employment Act, 2007. It is on this basis that the Respondent submitted that the instant Claim is baseless and urged this Honourable Court to dismiss the same with costs to the Respondent.

59. I have considered the evidence and submissions of the Parties herein. The issues for this Court's determination are as follows:-

1. ***Whether there were valid reasons to warrant termination/dismissal of the Claimants.***
2. ***Whether due process was followed before the Claimants were dismissed.***
3. ***Whether the Claimants are entitled to the remedies sought.***

#### **Reasons for termination**

60. From the termination/dismissal letters of the Claimants, the reasons relied upon by the Respondent in termination the Claimants are that they were participating in fraudulent staff loan transactions which amounted to gross misconduct.

61. In relation to this, the 1<sup>st</sup> Claimant testified before this Court and he informed Court that he was involved in money lending business and used to lend money to his colleagues.

62. The Respondent averred this money lending as in breach of Clause 19.9 of the Bank's Policy Manual on Conflict of interest.

63. Clause 19.23 of the Respondent's Manual state as follows:-

***“While in employment with the bank, staff members are not allowed to engage in private business”.***

64. By the 1<sup>st</sup> Claimant admitting that he was lending money to other staff, he was actually engaged in a private business in conflict with his employment contract.

65. The Claimants had submitted that they were not aware of the Human Resource Policy Manual but in cross – examination CW1 admitted that he was aware of the existence of this Manual as it formed part of his employment contract.

66. It was indeed the 1<sup>st</sup> Claimant's duty to familiarize himself with the Human Resource Manual and any other Policy document that was part of his employment contract.

67. The fact that he did not read it or come in contact with it cannot be blamed upon the Respondent.

68. As for 2<sup>nd</sup> Claimant and other Claimants, it was Respondents case that they too participated in issuing of loans to one another and their bank statements which were attached showed that indeed the Claimants had received huge sums of moneys on their accounts and which could not be explained.

69. Section 43 of Employment Act 2007 states 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 section 45.***

***2. 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”.***

70. In view of the reasons given by the Respondents in terminating/dismissing the Claimants and which Claimants admitted to, the Respondents had valid reasons to terminating/dismissing the Claimants as the case may be.

#### **Due process**

71. On issue of due process, the Claimants indicated that they appeared before the disciplinary committees and asked to be provided with certain documents in order to defend themselves but this was not done.

72. That they also asked to be supplied with particulars of the allegation against them and they were not provided and the hearings provided.

73. In their defence, RW1 referred to some documents upon which they based their findings. These documents included a report from the Group Chief Auditor. The Group Chief Auditor was also not called as a witness to shed light on details of his findings.

74. Conspicuously missing are the Minutes of the disciplinary hearing to which Claimants were subjected to.

75. Without the Minutes, it is not probable to determine whether the entire disciplinary process was fair or not. And also it is not clear whether the Claimants asked for certain documents and the same were not provided.

76. In view of this omission, I find that the Claimants were not given a fair hearing before being terminated/dismissed.

**Remedies**

77. Due to lack of proper disciplinary hearing and in view of the provisions of Section 45 (2) of Employment Act 2007 which states 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 or compatibility; or*

*(ii) based on the operational requirements of the employer; and*

*(c) that the employment was terminated in accordance with fair procedure".*

78. I find that the termination/dismissal of the Claimants was unfair.

79. In terms of remedies, I therefore award Claimants as follows bearing in mind the presence of some validity in reasons leading to the termination/dismissal.

80. Each Claimant save for 10<sup>th</sup> Claimant 3 months' salary as compensation for the unfair termination:-

*1<sup>st</sup> Claimant .....Kshs.217,500/-*

*2<sup>nd</sup> Claimant.....Kshs.270,000/-*

*3<sup>rd</sup> Claimant.....Kshs.195,000/-*

*4<sup>th</sup> Claimant.....Kshs.196,500/-*

*5<sup>th</sup> Claimant.....Kshs.135,000/-*

*6<sup>th</sup> Claimant .....Kshs.150,000/-*

*7<sup>th</sup> Claimant.....Kshs.165,000/-*

*8<sup>th</sup> Claimant.....Kshs.156,000/-*

*9<sup>th</sup> Claimant.....Kshs.162,000/-*

81. I also award each Claimant 1 month salary in lieu of notice:-

*1<sup>st</sup> Claimant .....Kshs.72,500/-*

*2<sup>nd</sup> Claimant.....Kshs.90,000/-*

*3<sup>rd</sup> Claimant.....Kshs.65,000/*

*4<sup>th</sup> Claimant.....Kshs.65,500/*

*5<sup>th</sup> Claimant.....Kshs.45,000/-*

*6<sup>th</sup> Claimant .....Kshs.50,000/-*

*7<sup>th</sup> Claimant.....Kshs.55,000/-*

*8<sup>th</sup> Claimant.....Kshs.52,000/-*

*9<sup>th</sup> Claimant.....Kshs.54,000/-*

82. Each Claimant is also entitled to costs of this suit plus interest at Court rates with effect from the date of this judgement.

**Dated and delivered in Chambers via zoom this 21<sup>st</sup> day of May, 2020.**

**HON. LADY JUSTICE HELLEN WASILWA**

**JUDGE**

**In the presence of:**

Ratemo holding brief Imanyara for 1<sup>st</sup> to 10<sup>th</sup> Claimants – Present

Leila for Respondent – Present