



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR
RELATIONS COURT AT MOMBASA

CAUSE NUMBER 137 OF 2015

BETWEEN

NYALI ACADEMIC SERVICE LIMITED t/a

THE MOMBASA ACADEMY.....CLAIMANT

VERSUS

CAROLINE OPONDO.....RESPONDENT

RULING

1. Judgment was entered against the Respondent, for a total sum of Kshs. 227,279, on 20th June 2019. It has not been satisfied.
 2. The Respondent has applied, through a Notice of Motion dated 10th June 2019, to be allowed to pay the decretal sum, in installments of Kshs. 10,000 monthly. She does not state from when.
 3. But she explains in her supporting affidavit sworn on 10th September 2019, that she is an ordinary Teacher, solely dependent on her monthly salary. She does not have any other means of income. She states she has tried to raise the decretal sum at once, but has not succeeded in doing so. There is no hope she states, that she will ever be able to pay at once.
 4. The Claimant is opposed to the application, relying on the affidavit of its Head Teacher, sworn on 24th October 2019. The Claimant states there is no documentary evidence advanced by the Respondent, to support her position that she is cash-strapped. It would take 2 years to satisfy the principal sum if the application is allowed.
 5. Parties filed submissions in support of their respective positions, as outlined above.
- The Court finds:-***
6. Judgment was delivered on 20th June 2019, a year ago.
 7. The Respondent has not shown what effort she has made to pay the decretal sum, in a period of 12 months.
 8. Had she been serious about paying installments of Kshs. 10,000 monthly from June 2019, she would be half-way through, in meeting her judgment-debt obligation to the Claimant.
 9. The Court notes that the decree arose from a car loan she obtained in 2013 from the Claimant. There was no dispute that she had not paid the loan in full, at the time the matter came up for hearing. The other portion of the Judgment related to contractual notice pay, owed to the Claimant by the Respondent. The decree therefore arose out of contractual obligations between the Parties, whose enforcement is long overdue.
 10. The Respondent has had enough time to meet her obligation to the Claimant. The Court cannot approve the mode of payment proposed by the Respondent. She ought to engage the Claimant directly and make her proposals without the involvement of the Court. The Court has done its part.

IT IS ORDERED:-

a. The application dated 10th September 2019 rejected.

b. No order on the costs.

Dated, signed and delivered electronically at Chaka, Nyeri County, under Covid- 19 Judiciary Guidelines and Rule 38 of the E&LRC [Procedure] Rules 2016, this 29th day of June 2020.

James Rika

Judge