



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE NO 1096 OF 2013

EDWARD WESONGA.....CLAIMANT

VS

RAPID COMMUNICATIONS LIMITED.....RESPONDENT

RULING

1. On 13th March 2015, my sister **Onyango J** entered judgment in favour of the Claimant. Pursuant to this judgment, the Deputy Registrar of this Court issued a decree for the sum of Kshs.882,210.50. By some arrangement that was not clear to the Court, the Respondent began settling the decretal sum by monthly installments of Kshs.100,000 each.
2. On 20th January 2016, the Deputy Registrar issued a warrant of attachment for recovery of the sum of Kshs.652,530.50 inclusive of costs and court collection charges. This prompted the Respondent to move the Court by Notice of Motion dated 11th February and filed in Court on 12th February 2016.
3. By this application which is supported by the affidavit of Bharat Dayalal Ghaghada sworn on 11th February 2016, the Respondent seeks the following prayers:
 - a) That a stay of execution of the warrant of attachment dated 20th January 2016 be granted;
 - b) That the Respondent be allowed to settle the decretal sum by monthly installments of Kshs.100,00 each.
4. In the supporting affidavit sworn by Bharat Dayalal Ghaghada on 11th February 2011, it is deponed that there was an agreement between the parties that the decretal sum be settled by monthly installments. Ghaghada adds that pursuant to this agreement a total of Kshs.300,000 had been paid to the Claimant.
5. In a replying affidavit sworn by the Claimant, Edward Wesonga, on 22nd February 2016, the existence of any agreement on satisfaction of the award by monthly installments is denied. The Claimant depones that since being declared redundant by the Respondent on 15th July 2013, he has been unemployed and any delay in the settlement of his claim would cause him great prejudice.
6. I have looked at the Respondent's application and the supporting affidavit sworn by Bharat Dayalal Ghaghada. It appears that the basis of the application is the existence of an agreement between the parties to the effect that the Claimant's claim be settled in monthly installments of Kshs.100,000 each. The Claimant denies any knowledge of an agreement with the Respondent and the Respondent did not produce any such agreement.
7. In the circumstances, the Court has reached the conclusion that the grounds advanced in the

Respondent's application are not verifiable and cannot therefore be the basis for granting the orders sought. The result is that the Respondent's application dated 11th February 2016 is dismissed with costs to the Claimant. The interim orders granted on 18th February, 2016 are hereby set aside.

8. It is so ordered.

DATED SIGNED AND DELIVERED IN OPEN COURT AT NAIROBI THIS 24TH DAY OF MARCH 2016

LINNET NDOLO

JUDGE

Appearance:

Mr. Mosoti for the Claimant

Mr. Rombo for the Respondent