



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

**CAUSE NO. 264 OF 2015**

**BETWEEN**

- 1. BENEDICT OJOU JUMA**
- 2. BONFACE CHESA JUMA**
- 3. SOLOMON AKOTI**
- 4. BENJAMIN WAMBUNGA NAMANO**
- 5. BENEDICTO JUMA ODHIAMBO**
- 6. BENSON OTSIENO OMONDI**
- 7. FRANCIS OYOMBA ONYANGO**
- 8. MAURICE MATHINA MUNYAO**
- 9. JOSEPH OTSIENO ODHIAMBO**
- 10. ROBERT KAI MWANGUDZA**
- 11. KAHINDI NDULA NGALA.....CLAIMANTS**

**VERSUS**

**A.J. PEREIRA & SONS LIMITED .....RESPONDENT**

*Rika J*

*Court Assistant: Benjamin Kombe*

*Matete Mwelese & Company Advocates for the Claimants*

*Marende Birir Shimaka & Company Advocates for the Respondent*

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**ISSUES IN DISPUTE: UNFAIR AND UNLAWFUL TERMINATION**

**AWARD**

**[Rule 27 [1] [a] of the Industrial Court [Procedure] Rules 2010]**

1. The Claimants filed their Statement of Claim on the 24<sup>th</sup> April 2015. They state they were employed by the Respondent on diverse dates, in the positions of Carpenters and Operators. They were dismissed by the Respondent on 1<sup>st</sup> April 2015. They hold they were dismissed because they opted to join a Trade Union in the year 2008. The Respondent was not happy with the Claimant's option. They were persuaded by the Respondent to rescind their membership of Trade Union. They declined and were dismissed. They state also that the Respondent made the decision to dismiss them, after the Parties disagreed on the mode of salary payment. The Claimants hold dismissal was unfair and unlawful, and seek the following orders against the Respondent:-

1. BENEDICT OJOU JUMA
2. BONFACE CHESA JUMA
3. BENSON OTSIENO OMONDI

[Each of these 3 Claimants, the following:-]

- a) Notice pay ..... Kshs. 32,800.
- b) 12 months' salary in compensation for unfair termination at Kshs. 196,800.
- c) Unpaid milk allowance under the CBA at Kshs. 72,000.
- d) Gratuity at the rate of 20 days' salary for each year completed in service at Kshs. 176,615.
- e) Pro-rata annual leave at Kshs. 5,000.
- f) Unremitted N.S.S.F contributions at Kshs. 25,880

Total..... Kshs. 509,095

3. SOLOMON AKOTI

- a) Notice pay at Kshs. 32,876.
- b) 12 months' salary in compensation for unfair termination at Kshs. 197,256.
- c) Unpaid milk allowance at Kshs. 72,000.
- d) Gratuity at 20 days' salary for each year completed in service at Kshs. 151,735.
- e) Pro- rata annual leave at 12,056.
- f) Unremitted N.S.S.F contributions at Kshs. 25,880.

Total..... Kshs. 491,209

4. BENJAMIN WAMBUNGA NAMANO

- a) Notice pay at Kshs. 32,800.
- b) 12 months' salary in compensation for unfair termination at Kshs. 196,800.

- c) Gratuity at 20 days' salary for each completed year of service.
- d) Pro- rata annual leave pay at Kshs. 5,000.
- e) Unremitted N.S.S.F contributions at Kshs. 25,880

Total..... Kshs. 449,340

5. BENEDICTO JUMA ODHIAMBO

- a) Notice pay at Kshs. 32,800.
- b) 12 months' salary in compensation for unfair termination at Kshs.196,800.
- c) Unpaid milk allowance at Kshs. 72,000.
- d) Gratuity at 20 days' salary for each completed year of service at Kshs. 176,615.
- e) Pro-rata annual leave at Kshs. 25,880.
- f) Unremitted N.S.S.F contributions at Kshs. 25,800

Total..... Kshs. 550,965

7. FRANCIS OYOMBA ONYANGO

- a) Notice pay at Kshs. 32,800.
- b) 12 months' salary in compensation for unfair termination at Kshs. 196,800.
- c) Unpaid milk allowance at Kshs. 72,000.
- d) Gratuity at 20 days' salary for each completed year of service at Kshs. 176,615.
- e) Pro-rata annual leave at Kshs. 16,994.
- f) 2 way transport at Kshs 4,000.
- g) Unremitted N.S.S.F contributions at Kshs. 25,880.

Total ..... Kshs. 516,095

8. MAURICE MATHINA MUNYAO

- a) Notice pay at Kshs. 33,988.
- b) 12 months' salary in compensation for unfair termination at Kshs. 203,928.
- c) Gratuity at 20 days' salary for each completed year of service at Kshs. 143,795.
- d) Unpaid milk allowance at Kshs. 72,000.
- e) Pro- rata annual leave at Kshs. 16,994.
- f) 2 way transport at Kshs 4,000.

g) Unremitted N.S.S.F contributions at Kshs. 25,880.

Total..... Kshs. 497,585

9. JOSEPH OTSIENO ODHIAMBO

a) Notice pay at Kshs. 36,100.

b) 12 months' salary in compensation for unfair termination at Kshs. 216,600.

c) Gratuity at 20 days' salary for each completed year of service at Kshs. 194,384

d) Pro-rata annual leave at Kshs. 6,000.

e) Unremitted N.S.S.F contributions at Kshs. 25,880

Total ..... Kshs. 550,964

10. ROBERT KAI MWANGUDZA

a) Notice pay at Kshs. 26,000

b) 12 months' salary in compensation for unfair termination at Kshs. 156,000.

c) Unpaid milk allowance at Kshs. 72,000.

d) Gratuity at 20 days' salary for each completed year of service at Kshs. 60,000.

e) Pro-rata annual leave at Kshs. 78,000.

f) Unremitted N.S.S.F contributions at Kshs. 25,880.

Total ..... Kshs. 417,880

11. KAHINDI NDULA NGALA

a) Notice pay at Kshs. 33,888

b) 12 months' salary in compensation for unfair termination at Kshs. 203,328.

c) Unpaid milk allowance at Kshs. 72,000.

d) Gratuity at 20 days' salary for each year completed in service at Kshs. 182,473.

e) Pro-rata annual leave pay at Kshs. 7,056.

f) Unremitted N.S.S.F contributions at Kshs. 25,880

Total ..... Kshs. 524,569

The Claimants all pray for costs of the Claim.

2. The Respondent filed its Statement of Response on 3<sup>rd</sup> June 2015. It concedes the Claimants were employed by the Respondent as stated in the Claim, but denies they were dismissed by the Respondent;

they absconded. The Respondent denies it was closing down business. The Claimants were not paid their salaries in installments. They would be paid at their request, advance salary, and receive the balance at the end of the month. They were entitled to milk every Thursday, not every day. The Respondent provided them with milk every Thursday. They utilized their 30 days of leave each year. The Respondent paid part of the N.S.S.F contributions, and continued to pay the balance. The Respondent urges the Court to dismiss the Claim.

3. The 1<sup>st</sup> Claimant testified on behalf of all the Claimants on the 29<sup>th</sup> October 2015. By consent Witness Statements and Documents filed by both Parties were accepted as part of their evidence. The Respondent's Operations Manager Jeshmine Vipul Shah, and Respondent's Employee Charles Beti, both gave evidence for the Respondent on the 7<sup>th</sup> March 2016, when the hearing closed. The Cause was last mentioned in Court on the 24<sup>th</sup> June 2016 when the decision of the Court was reserved for 30<sup>th</sup> September 2016.

### **Claimants' evidence**

4. Juma testified he was employed as a Carpenter on 7<sup>th</sup> July 2000. He confirmed the Co-Claimants were his Co-Employees. All were dismissed by the Respondent on 1<sup>st</sup> April 2015.

5. Employees reported for work at 8.00 a.m. on 1<sup>st</sup> April 2015 as was routine. They discussed amongst themselves, the way the Respondent was paying their salaries. They were being paid half salary of about Kshs. 5,000 mid-month. They would receive approximately Kshs. 7,000 end of month. The Respondent would retain some amount, about Kshs. 2,500 every month. The Claimants had not applied to have their salaries paid staggeringly. Consequently, there was always a balance of salary to be paid. Shah found the Claimants discussing this. The Claimants explained to him what they were discussing. He told them he did not need their services, and that they should leave. He consulted his Brother, upon which the Claimants were directed to start working by 9.30 a.m. failing which they would be dismissed.

6. By 9.30 a.m. there was a notice stating Employees should collect their March 2015 salaries. By the time they were through with the payment of their salaries, the time for reporting had lapsed. When they reported, they were asked to leave. The Director chased the Claimants away.

7. The Claimants consulted their Trade Union, the Building and Construction Workers Union. There was consultation between the Management and Trade Union Official Mr. Nzai. The Respondent advised the Trade Union that the Claimants had been sacked. Later on the Trade Union Official returned accompanied by a County Labour Officer. Juma who served as the Shopsteward, Nzai, the Labour Officer, and Management consulted further. Management did not change its position. Further consultations intended to be held at the Labour Office did not take place. The Claimants therefore engaged Advocates, who issued a letter of demand on the Respondent.

8. The Claimant's contracts were governed by a CBA concluded between the Employer and their Trade Union. They were entitled to notice pay, gratuity [clause 17], and daily supply of milk. They were to receive half a litre everyday under clause 29. It was not given. They received milk on Thursdays alone. N.S.S.F contributions were remitted intermittently. This is shown in the Statements from the N.S.S.F, and admitted at paragraph 10 of the Statement of Response. Termination was unfair and unlawful. Juma asked the Court to allow the Claim.

9. Questioned by Counsel for the Respondent, he testified there were about 15 Employees in all. There were other non-union Employees. Employees were discussing their grievances near the lavatories on the material day. 11 of them, the Claimants herein were involved in the discussion. Others were engaged elsewhere. They Claimants had communicated their grievance to their Boss. The grievance had not been escalated to the Trade Union. The Boss told the Claimants if they did not wish to have payment of their salaries staggered, they would be paid one single salary at the end of the month. He told them, "*kazi imekwisha*" [no more work in Kiswahili]. At the same time, he gave notice that Employees resume work by 9.30 a.m. They joined the Trade Union in the year 2008. They have since leaving employment left the

Trade Union. Juma concluded his evidence on redirection with the clarification that the Claimants had made their grievances known. Their complaint was mainly about the staggered salary payments. The Claimants urge the Court to allow the Claim.

### **Respondent's evidence**

10. Shah testified the Respondent is a business owned by his Father, a business involved in carpentry. He serves as the Operations Manager. On 29<sup>th</sup> March 2015, he informed the Employees he did not have enough money to meet their salaries. He informed them he would pay the following week, on 4<sup>th</sup> April 2015. They rejected this and refused to work.

11. They insisted they had to be paid the full amount. They sat outside the workshop, and refused to work. He issued a notice informing them he would pay the salaries on 1<sup>st</sup> April 2015, if they resumed work by 9.30 a.m. If not he would look for alternative Employees. They did not resume. They were paid by Shah's Brother, but still did not resume. They continued to sit out. Nzai from the Building Union came to the workplace. There were consultations but the Claimants did not return to duty.

12. There were about 15 to 18 Employees in total working for the Respondent. 11 were involved in the strike. Before this, the Claimants had not lodged complaint on the mode of salary payments. They were in a habit of striking. They wanted to hold him at ransom. Shah had no alternative but to replace the recalcitrant 11. He had customer orders to meet.

13. He did not initiate dismissal. His Brother did not dismiss the Claimants. Some of the Claimants had worked from the time the business opened. The Trade Union was present at the workplace for ages. The Claimants were not victimized for being Members of the Union. Milk was given to them once a week on Thursdays. They utilized their annual leave. Shah remitted N.S.S.F contributions to the Fund. He never intimated to the Claimants that the business was due for closure.

14. Questioned, Shah testified his Father is paralyzed and Shah actively manages the business, which includes hiring and firing of Employees. The Claimants had grievances on 29<sup>th</sup> March 2015. The CBA stipulated salaries were payable in arrears, every 2<sup>nd</sup> day of the following month. The Claimants were paid in installments. Pay slips were not issued.

15. Shah sought the assistance of his Brother on the standoff. There was a notice issued to the Claimants to resume work by 9.30 a.m. It was possible to process the payroll by 9.30 a.m. The Claimants were paid their salaries on this date, the 1<sup>st</sup> April 2015. Shah gave instructions if the Claimants did not resume by 9.30 a.m. they risked losing their jobs.

16. The Witness testified he engaged the Trade Union. He did not terminate the Claimant's contracts. They returned to work on 2<sup>nd</sup> April 2015, accompanied by the Labour Officer Mr. Katana.

17. Milk was offered once a week. The CBA provided for supply of milk once every day. The CBA was in error. The CBA provided for 1 or 2 months' salary depending on the length of service, as notice pay. Notice pay was not availed to the Claimants as they, not the Respondent, terminated the respective contracts of employment. There is no counterclaim made by the Respondent for notice pay. Clause 16 of the CBA provided for gratuity. The Claimants took their annual leave in different months, and signed vouchers on taking leave. The Respondent was not uncomfortable with the Trade Union, and had not refused to sign the Recognition Agreement. Shah admitted the Respondent had not remitted N.S.S.F contributions, a default attributed to his Father's ailment. The Respondent forwarded a list of the Employees to N.S.S.F and paid N.S.S.F dues. The receipts reflected the amounts paid. Penalties for late payments were not shown. Certificates of service, have not issued. Shah concluded his evidence with the emphasis, on redirection, that he did not terminate the Claimants' contracts of employment. He paid N.S.S.F dues in arrears.

18. Beti adopted his Witness Statement, which was in sum, that the Claimants left employment without

adhering to the law governing their contracts. He testified on cross-examination that he was employed in June, 2014. He was not a Member of the Union. He was a Casual Employee. He resumed work on 1<sup>st</sup> April 2015, after he was paid his dues. 3 Employees resumed. The Claimants left without following the law. They went on strike. Beti did not know what was in the CBA between the Union and the Respondent. Milk was supplied once, in a working week. He did not know if the Union agitated for milk. He was not pressured to testify. The Respondent urges the Court to dismiss the Claim.

**The Court Finds:-**

19. It is agreed the Claimants were employed the Respondent carpentry business. They worked mainly as Carpenters and Operators. They all left employment on 1<sup>st</sup> April 2015. The number years each served, is not disputed. The rate of their monthly salary is not disputed. Whether they were dismissed by the Respondent, or abandoned their jobs, is a contested issue.

20. The Parties agree the Claimants were Members of the Kenya Building, Construction, Timber and Furniture Industries Employees' Union. Their terms and conditions of employment were spelt in the CBA concluded between the Employer and the Union.

21. The dispute over milk provision ought to have been easily resolved under the CBA. Clause 29 stipulates: *"All Employees shall be provided with ½ litre of milk per day for prophylactic purposes"*. Juma and Shah both testified milk was given only on Thursdays every week. The Claimants seek to be compensated for non-provision of milk for 5 days of the week. Their claim should be for 4 days of the week. The assertion by Shah that the CBA was in error was inconceivable. Parties do not negotiate and conclude labour contracts, then allege errors in the CBA, on implementation. The Claimants were entitled to milk provision for 5 days of the working week. They were given milk on 1 day. They merit compensation for the 4 days in every week, when milk was denied to them. The cost of Kshs. 50 per half litre of milk, stated in the Claim, is not contested. The CBA was effective from 1<sup>st</sup> May 2014 to 30<sup>th</sup> April 2016. The Claimants left employment on 1<sup>st</sup> April 2015. They did not show the Court that there were previous CBAs, granting to them milk. They did not show that they were entitled to milk before the CBA of 1<sup>st</sup> May 2014, and that milk was not given to them during that period. They seem to base this prayer on a standard 6 years, without making it known to the Court why so. Their claim for Kshs. 72,000 each as compensation for non-provision of milk seems to the Court as an overshot.

**22. *The Court shall allow the prayer for milk compensation, at Kshs. 50 x 4 days = Kshs. 200 x 4 weeks = Kshs. 800 x 11 months [1<sup>st</sup> May 2014 to 1<sup>st</sup> April 2015] =Kshs. 8,800 each.***

23. The prayer for unpaid annual leave/ leave on pro-rata basis was not given clarity in the Pleadings, Evidence and Documents filed by the Claimants. The sums claimed under these heads, were not detailed. The Court was not told the leave was for what number of days, with regard to which years. Bare figures were placed before the Court. There are petty cash vouchers attached to the Statement of Response, showing the Claimants received part of their annual leave pay. They did not account for what was received in their prayer. The prayer for unpaid annual leave / pro-rata annual leave is denied.

24. Claimant Number 4 and 8 pray for 'two way transport.' Again this prayer was not given evidential support. It is declined.

25. The Court is satisfied the Respondent may have defaulted in remitting N.S.S.F dues. It was explained by Shah that his Father was ailing, and the business was rudderless for the period N.S.S.F dues fell in arrears. There is evidence the Respondent has taken steps to correct this. Lists of Employees and their obligations to N.S.S.F were prepared and part payments made. Receipts were availed to the Court. The Claimants did not dispute that this remedial action has been taken, but seem to question whether N.S.S.F imposed penalty for late payments. That is an issue that should be followed up with the N.S.S.F. If there are contributions which remain to be remitted, the Claimants should follow up with the Fund for payment, so that they can enjoy the full benefit of their N.S.S.F membership. It is not proper to ask the Court to give them an order for refund of statutory deductions. The claim for unremitted N.S.S.F contributions is

rejected.

26. The remaining prayers are on gratuity, 12 months' salary in compensation, and notice pay. These cannot be resolved without answering the question whether the Respondent terminated the Claimant's contracts of employment; and whether if indeed the Respondent did so, termination was for valid reason or reasons, and fairly carried out.

27. Clause 16 of the CBA provides for gratuity on retirement. Clause 17 [iv] extends the benefit under clause 16, to Employees whose contracts are terminated by the Employer. Employees who resign, or who are dismissed on disciplinary grounds, are excluded from receiving gratuity. Clause 17 provides for termination notice, and payment of notice pay, in lieu of notice. Section 49 of the Employment Act 2007, and Section 12 of the Employment and Labour Relations Court Act, allow the Court to grant the Employee, in cases of unfair termination the remedies of reinstatement, re-engagement or compensation. In all cases, the Court has to be clear on which Party has initiated termination.

28. Both Parties agree there was a degree of restiveness at the workplace, beginning 29<sup>th</sup> March 2015. Employees were agitated on the mode through which they received their salaries. The grievance was explained by Juma in his evidence. The Respondent paid the Employees mid-month and paid part of the balance at the end of the month. In the words of Juma, there was always a balance to be paid. The Respondent on its part explained that the Employees had agreed on this mode of payment.

29. Section 18 of the Employment Act requires the salary of an Employee is paid when it falls due. It is not permissible that salaries are in perpetual arrears. The Employees had cause to feel aggrieved.

30. They ceased work in self-help, on the morning of 1<sup>st</sup> April 2015. They congregated outside their lavatories at the workplace, to discuss their grievance. They withdrew their labour. They were not working as they discussed their grievance. There was a consultative meeting involving the Respondent, the Trade Union and the Labour Office. The Respondent required the Claimants to return to work by 9.30 a.m. or be replaced. At the same time the Respondent states it set out to prepare the payroll, and would pay the Claimants their entire dues. They according to the Respondent refused to return to work. Some of their colleagues, including Respondent's Witness Beti, agreed to resume work. The 11 Claimants refused to work. They returned the following day only to find the Respondent had engaged alternative Employees.

31. From this evidence it can be concluded the Claimants were involved in a wildcat strike, over a genuine grievance. The Respondent had a valid reason to terminate their contracts of employment. They did not engage in the proper grievance handling mechanism available to them through the workplace labour contracts. The Respondent on its part did not invoke the right procedure in ending its relationship with the Claimants. It is not correct to argue that the Claimants deserted. They were instructed to return to work on 1<sup>st</sup> April 2015 or they be sacked. They had not returned by the time the Respondent had fixed for them. When they returned 24 hours later, they found their slots, which they had filled for years, were occupied by fresh faces. Termination was at the instance of the Employer.

32. There was absolutely no evidence to support the Claimants' assertion that they were dismissed on account of their association with the Trade Union.

33. Termination was for valid reason under Section 43 and 45 of the Employment Act and Section 80 of the Labour Relations Act, but lacking in fair procedure under Section 41 and 45 of the Employment Act. Termination was unfair. ***The Claimants are granted notice pay the equivalent of 2 months' salary under clause 17 [ii] of the CBA.***

34. ***They are granted the equivalent of 5 months' salary each, in compensation for unfair termination.***

35. Section 18 of the Employment Act 2007 states that an Employee who is summarily dismissed for lawful cause, shall be paid all monies, allowances and benefits due to him, up to the date of dismissal. Employees do not forfeit benefits which they have worked for years, simply because they have exited

employment on disciplinary grounds. Clauses in labour contracts that tend to close out Employees who leave on disciplinary grounds, from accessing the benefits accruing from their labour investment, are contrary to this law, and amount to unfair labour practices. The Claimants would not be denied gratuity on the ground that they were summarily dismissed.

36. Parties agreed in their CBA that Employees, who completed 4 years of service, would be entitled to 20 days' salary for each completed year of service. This CBA was concluded in 2014, and must have taken into account that Employees are subscribed to N.S.S.F and enjoy the benefits of this membership. They included gratuity in the CBA as additional social security benefit, which is in order, considering that what is given under the Employment Act, represents the minimum standards.

37, The Claimants had served for as many as 14 years. They invested in the business, through years of labour. They merit the final dividend cheque. They are not to be denied gratuity under the CBA. ***They are granted gratuity at 20 days' salary for each completed year of service.***

38. There shall be no order on the costs.

IN SUM, IT IS ORDERED:-

***a) Termination was on valid ground, but lacking in fairness of procedure, and therefore unfair.***

***b) The Respondent shall pay:-***

**1. BENEDICTO JUMA OJOU**

**2. BONFACE CHESA JUMA**

**5. BENDICT JUMA ODHIAMBO**

**6. BENSON OTSIENO OMONDI**

**7. FRANCIS OYOMBA ONYANGO**

**[Each of these 5 Claimants]: -**

- ***Notice pay at Kshs. 32,800.***
- ***5 months' salary in compensation for unfair termination at Kshs. 82,000.***
- ***Milk allowance for 11 months at Kshs. 8,800.***
- ***20 days' salary for each of the 14 completed years of service at Kshs.176,615***

***Total.... Kshs. 300,215***

**3. SOLOMON AKOTI**

- ***Notice pay at Kshs. 32,876.***
- ***5 months' salary in compensation for unfair termination at Kshs. 82,190.***
- ***Milk allowance for 11 months at Kshs. 8,800.***
- ***20 days' salary for each of the 12 years completed in service at Kshs. 151,735.***

***Total ..... Kshs. 275,601***

**4. BENJAMIN WABUNGA NAMANO**

- ***Notice pay at Kshs. 28,680.***
- ***5 months' salary in compensation for unfair termination at Kshs. 71,700.***
- ***Milk allowance for 11 months at Kshs. 8,800.***

- 20 days' salary for each of the 12 years completed in service at Kshs. 132,369

*Total Kshs..... 241,549*

**8. MAURICE MATHINA MUNYAO**

- Notice pay at Kshs. 33,988.
- 5 months' salary in compensation for unfair termination at Kshs. 84,970.
- Milk allowance for 11 months at Kshs. 8,800.
- Gratuity at 20 days' salary for 11 years completed in service at Kshs. 143, 795

*Total..... Kshs. 271,553*

**9. JOSEPH OTSIENO ODHIAMBO**

- Notice pay at Kshs. 36,100.
- 5 months' salary in compensation for unfair termination at Kshs. 90,250.
- Milk allowance for 11 months at Kshs. 8,800.
- Gratuity for 14 years completed in service at Kshs. 194,384.

*Total... Kshs. 329,534*

**10. ROBERT KAI MWANGUDZA**

- Notice pay at Kshs. 26,000.
- 5 months' salary in compensation for unfair termination at Kshs. 65,000.
- Milk allowance for 11 month at Kshs. 8,800.
- Gratuity at 20 days' salary for each of the 6 years completed in service at Kshs. 60,000.

*Total..... Kshs. 159,800*

**11. KAHINDI NDULA NGALA**

- Notice pay at Kshs. 33,888.
- 5 months' salary in compensation for unfair termination at Kshs. 84,720.
- Milk allowance for 11 months at Kshs. 8,800.
- Gratuity at 20 days' salary for each of the 14 years completed in service at Kshs. 182,473

*Total .... Kshs. 309,881*

*c) The Respondent to pay to the Claimants a total amount of Kshs. 3,088,993.*

*d) Parties shall meet their costs of the Claim.*

*e) The entire amount shall be paid within 30 days of the delivery of this Decision, in default the amount to attract interest at 14 % p.a. from the end of the 30 days, till payment is made in full.*

Dated and delivered at Mombasa this 29<sup>th</sup> day of September 2016

James Rika

Judge