Nyaundi v Kilgoris Klassic Sacco Limited (Cause 1002 of 2015) [2022] KEELRC 14734 (KLR) (24 February 2022) (Judgment)

James Orwaru Nyaundi v Kilgoris Klassic Sacco Limited [2022] eKLR

Neutral citation: [2022] KEELRC 14734 (KLR)

REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI

CAUSE 1002 OF 2015

K OCHARO, J

FEBRUARY 24, 2022

BETWEEN

JAMES ORWARU NYAUNDI ..... CLAIMANT

AND

KILGORIS KLASSIC SACCO LIMITED ..... RESPONDENT

JUDGMENT

Introduction

1. This suit was initiated by a statement of claim dated 27th May 2015 and filed on 10th June 2015, based on an allegation that the Respondent, the employer, terminated the employment of the Claimant, its employee unlawfully and unfairly, on the 16th March 2015. The Claimant prays for –

   (a). One month's salary in lieu of notice..... Kshs.30,000

   (b). Public Holidays 67 days x 30,000x2/30 . Kshs.134,000

   (c). Overtime.

   (d). Leave for 7 years 21/26 x 30,000x7..... Kshs.169,615

   (e). Service gratuity at the rate of 15 days pay for each completed year 15/20x30,000x7 .....Kshs 105,000

   (f). House allowance at the rate of 15% of the basic salary ..... Kshs 45,000

   (g). 12 months' Salary compensation 12x30,000 kshs 360,000

   (h). Certificate of service.

Total claim..... Kshs.843,615

2. Upon being served with summons to enter appearance, the Respondent did file a memorandum of appearance on the 6th March 2019, and subsequently a statement of defence dated 26th June 2019. In the statement, the Respondent denied that, it was at any time trading as Kiligoris line, the Claimant was at the material time or at all its employee, the Claimant had any cause of action against it, and any entitlement to the reliefs he has sought.

3. As required by the rules of procedure, the Claimant filed a response to the Statement of defence dated 27th August 2919. This being the last pleading on record, pleadings closed 15 days after the date of its filing.

4. The matter came up for hearing on the 20th of September 2021 for the Claimant's case and 6th of October for the Respondent's case. The parties presented their respective cases then.

5. At the close of the Respondent's case, the Court directed the parties to file their written submissions within specific timelines. The submissions are on record.

The Claimant's Case

6. At the hearing of this matter, the Claimant sought to rely oh his witness statement and the documents that he filed contemporaneously with the statement of claim as his evidence be adopted as his evidence in chief and documentary evidence, respectively. Counsel for the Respondent did not have any objection, the court so adopted. The documents were produced as exhibit 1-5.

7. The Claimant stated that he in the Month of January 2008 the Respondent's predecessor, Kilgoris line employed him as a general manager with a salary of Kshs 30,000 per month excluding house allowance.

8. The claimant states that Kilgoris line changed and converted itself to Kilgoris Klassic Sacco and was dully registered on 10th December 2010 by the Commissioner of Co-operative development

9. The claimant's main duties were supervision of staff within the Sacco and liaising with all other stakeholders in the transport industry and ensuring the respondent's business was run smoothly, and making the necessary application for licences from the relevant authorities. He was stationed in Nairobi but his Jurisdiction was Kisii and Kilgoris.

10. The claimant worked with due diligence and faithfulness until 16th March 2015 when the Respondent unlawfully and unfairly terminated him from employment without any notice or reasons for termination. Before the termination he was not given an opportunity to be heard, contrary to what the law expected.

11. He asserted that he used to work extra time, but he was never compensated for the extra hours.

12. The claimant states that the Respondent failed to pay him his dues failure which resulted to the filling of the instant claim.

13. Cross examined by Counsel for the Respondent, the witness stated that he was employed as a general manager, and the job identity card and appointment letter were testament on this. He asserted that the Job card at page 6 of his documents has his name thereon. He was being paid the Kshs. 30,000 in cash. Acknowledgement of receipt of the salary was normally done by signing vouchers in the office of the Chairman and Secretary of the Respondent.

14. The Claimant further testified that he used to work from 5:00 am to 9:00 pm, and these are the working hours that he was given at the time he was joining the Respondent. The other employees used to leave work at 5:00 pm. This forms the basis for his claim for overtime compensation.

15. The Claimant further stated that he requested for overtime payment, but he was never paid. However, he admitted that he did not have any documentary evidence to demonstrate that he worked overtime and therefore entitled to the compensation sought.

16. As regards his claim for unpaid leave days, the Claimant testified that whenever he made an application for leave the same was always declined by the Respondent on the account that he was the only employee who would discharge the duties that he was.

17. Further that when he checked at his NHIF statement it was in the negative.

18. The Claimant stated further under cross examination that he was entitled to house allowance. The Chairman and treasurer promised to pay the same but the promises were never honoured. At the time the Chairman was Simon Lemiso. It is him who terminated his employment.

19. In his evidence in re-examination by his counsel, the Claimant contended that the Respondent had a signing in and out system. He often signed in, and out whenever he reported to work and got out of work, respectively.

Respondent's Case

20. The Respondent presented on Charles Arumba to testify in support of its defence against the Claimant's case. The witness presented himself to court as the chairman of the Respondent. The witness urged this Court to adopt his witness statement dated the 22nd July 2021 as his evidence in chief. The same was so adopted as there was no objection by the Claimant.

21. The witness in his witness statement turned evidence in chief asserted that the Claimant was not in the employment of the respondent. He was a "passenger sales ticket" working at the terminus for several vehicles. As an agent he earned commission depending on the number of tickets he sold. He was paid by several for the several vehicles he so worked for.

22. He alleged that the Claimant was not a member of the Respondent, that according to the by-laws of the Respondent, for one to me a general manager, he had to be member of the Respondent and a have a vehicle[s] plying its route. Therefore, it is not possible that the Claimant was a general manager as he alleges.

23. The witness asserted that the Claimant has forged letter heads and documents purporting the same to emanate from the Respondent. The Claimant is abusing the court process with an intention of unjustifiably enriching himself.

24. In his testimony in Court, the witness testified that he knew the Claimant. He was their employee at the as a stage clerk. His role was to usher passengers into its vehicles. The respondent would pay him and others on commission of 10% of the total fare collected for each vehicle. In the evening they would all share the commission sums.

25. The witness stated that the Claimant's employment was terminated because of his misconduct. The witness further stated that on the day the Claimant's Job was terminated, he [the witness] was a stage supervisor. He had warned the Claimant severally of his conduct of coming to work as he wished while drunk, sleeping in the office at night, whenever he got drunk.

26. The Claimant had keys to the office.

27. He stated that the warnings were verbal. The Claimant would be summoned to the office and his misdeeds explained to him. This notwithstanding he never changed.

28. The witness testified that there was no agreement between the Respondent and the Claimant for payment of house allowance to the latter.

29. The witness asserted that the Respondent never gives identity cards to employees. That at the material time and even up to now, they have never had the position of a General Manager. They have stage supervisors like him, whom must be directors.

30. The witness acknowledged the fact that Simon Lemiso was the Respondent's chairman. He has since passed on.

31. Cross examined by Counsel for the Claimant, the witness stated that though this matter was filed way back 2017, the Respondent has not reported to the police that documents presented by the Claimant were forged. Simon Lemiso passed on in the year 2016, he had not made any report denouncing the documents.

32. Referred to the contents of the letter head, the witness admitted that the telephone number thereon belonged to the Respondent.

33. The Respondent received the Claimant's Counsel's demand letters by stamping thereon.

34. The witness stated that they called the Claimant for a disciplinary hearing. They used alternative dispute resolution mechanisms. The Respondent did not issue any warning letters to the Claimant.

35. He stated that the Claimant was their employee but the mode of payment of his entitlement was not as he alleged.

Claimant's Submissions

36. The claimant's Counsel identifies the following issues as the issues for determination in this matter;

    I. Whether the Claimant was an employee of the Respondent.

    II. Whether the Respondent had a valid reason to terminate the Claimant's employment.

    III. Whether the Respondent observed procedural fairness and or principles of natural justice in terminating the Claimant's services.

    IV. Whether the Claimant is entitled to the terminal benefits sought in the statement of claim.

    V. Who should pay the costs of this suit?

37. On the first issue Counsel submitted that it was the Claimant's case that he was as a General Manager. The Respondent took a position that he wasn't. The Claimant was able to demonstrate through the documents he placed before the Court that, he was actually employed as such by the Respondent, and that in the discharge of his duties he made applications on behalf of the Respondent to various Government Offices.

38. Counsel further submitted that in his evidence in court the Respondent's witness admitted that the Claimant was an employee of the Respondent, whose employment the latter terminated because of his misconduct. The Court should find that the mere denial by the Respondent that the Claimant was employed as a general manager as of no consequence.

39. On whether the Respondent had a valid reason to terminate the Claimant's employment, Counsel submitted that section 43 of the *Employment Act*, placed a duty on the Respondent to prove the reason or reasons for the termination. The Respondent did not discharge this duty. The Respondent's witness was contradictory and not clear on the reasons for the termination. They were unsubstantiated. There was no document that was placed before the Court to demonstrate that indeed the Claimant did misconduct himself.

40. By reason of the failure on the part of the Respondent to prove the reason[s] for the termination, this Court should find that the termination was unfair as contemplated under section 45 of the *Act*.

41. On the issue of procedural fairness, Counsel submitted that Section 41 of the *Employment Act*, provides the procedure for that must be adhered to by an employer intending to terminate an employee's employment. The procedure is mandatory. To buttress this submission, she cites the Court of Appeal holding in *Pius Machafu Isindu v Lavington Security Guards Limited* [2017] eKLR.

42. It was further submitted that the Claimant's evidence that he was not accorded a hearing was not dislodged. The Respondent's witness assertion the Claimant was invited for a disciplinary hearing, and that indeed the hearing took place, did not have any support by way of a record. The Respondent failed to prove that the provisions of section 41 of the *Act* were followed.

43. On the reliefs sought, it was argued that the Claimant's employment was terminated without notice, contrary to section 35 of the Act. Therefore, he is entitled to an order for notice pay to an extent of one month's pay in lieu of the notice, Kshs. 30,000.

44. That the Claimant gave evidence that he worked during Public Holidays but notwithstanding, he was not compensated. That the documents to prove this are in the custody of the Respondent, who chose not to tender them as evidence to controvert the evidence by the Claimant. In absence of the rebuttal, the Claimant should be awarded the sum of Kshs. 134, 000 under this head.

45. It was further argued that the Claimant placed before the Court sufficient evidence to demonstrate that he throughout his employment worked overtime without any compensation for the same. That this evidence was not challenged. He should be awarded Kshs. 147,011.76, therefore.

46. The Claimant worked for the Respondent for a period of 7 years. At the termination of his employment he was entitled to service pay calculated as Kshs. 105,000.

47. On the house allowance sought, it was submitted that the Claimant is entitled to Kshs. 45000 computed at 15% of the basic salary. The Respondent did not pay the Claimant any amount as house allowance or give him accommodation during the period of his employment. Section 31 of the *Employment Act*,2007 provides in mandatory terms that the employer has the responsibility to give an employee house allowance or accommodation. This was not done, consequently the Claimant is entitled to the relief.

48. It was contended that there is no doubt that the termination was wrongful and unfair. Section 49 as read with section 50 of the *Employment Act* provides for a compensatory relief once it is demonstrated that the termination was unfair. In the circumstances of this matter, the Claimant should be awarded 12 months' gross salary, Kshs. 360,000.

49. The Claimant should be issued with a certificate of service pursuant to the provisions of section 51 of the *Act.*

The Respondent's Submissions

50. The Respondent's Counsel submits that three issues present themselves for determination in this matter, thus;

    I. Whether the Respondent had a valid reason for the terminating the Claimant's employment.

    II. Whether the Claimant was accorded a fair hearing.

    III. Whether the Claimant is entitled to the reliefs sought.

51. It was submitted that where an employee makes a claim for unfair termination, or wrongful dismissal duty lies upon such an employer to prove that a wrongful dismissal or unfair termination has occurred. The burden is one imposed by section 45[7] of the *Act* which provides;

> " .. For any complaint of unfair termination of employment for wrongful dismissal the burden of proving that the unfair termination of employment or wrongful dismissal has occurred shall vest on the employee, while the burden of justifying the grounds for the termination of employment or wrongful dismissal shall rest on the employer."

52. Counsel contended that the Respondent did establish the basis for the termination of the Claimant's employment. That the Claimant did not take warnings that were given to him seriously. That the conduct of coming to work late and being drunk was and is still against the Respondent's policy. Counsel cited the decision in *Charles Fundi Njiru vs- Board of Management Baricho High School* [2020]eKLR.

53. It was argued that the Respondent discharged its burden of proof under section 43 of the Act. The Respondent demonstrated that the termination was without malice, witch hunt and was done to safeguard the Respondents business.

54. The Claimant was verbally summoned for a disciplinary hearing and upon deliberations, the Respondent decided to terminate his employment and the same was communicated to the Claimant. In as much as there were no documents and or minutes to show how the decision was arrived at, the court should take judicial notice that due to the chaotic nature of the matatu industry, most transactions like, employment, termination, disciplinary processes are verbally done

55. On the reliefs sought by the Claimant, Counsel submitted that the Claimant is not entitled to the notice pay he has sought for he was given the notice verbally.

56. On the relief for compensation for public holidays worked but not paid for, it was submitted that an employee who makes a claim for compensation on account of public holidays worked must adduce evidence as to which public holidays. To fortify this submission, Counsel cited the holding in *Ragoli Ole Manaideigi v General Cargo Services Limited* [2016]eKLR ,thus;

> " It is true the employer is the custodian of employment records. The employee in claiming overtime however, is not deemed to establish the claim for overtime by default of the employer bringing to court such employment records. The burden of establishing hours, days served in excess of the legal maximum rests with the employee. The claimant did not show court when he put excess hours, when he worked on public holidays or even rest days, he did not justify the global figure claimed in the overtime showing how it was arrived at'.'

The Claimant did not prove his assertion that he used to work from 5:00 am to 9:00 pm. Equally, the Claim for untaken unpaid for leave days, was not proved. No documents were brought forth to establish the same.

57. The claim for house allowance is misplaced since the Claimant was unable to demonstrate that he was earning the Kshs. 30,000 he alleged. The basis for the Claim for service gratuity lacks basis.

Analysis and determination

58. From the material placed before me, I distil the following issues for determination, thus;

    I. Whether the Claimant was an employee of the Respondent at the material time or any time at all.

    II. If the answer to [i] above is in the affirmative, was the termination of his employment fair?

    III. What reliefs if any are available to the Claimant in the circumstances of this matter, if any?

    IV. Who should bear the costs of this matter?

Whether the Claimant was an employee of the Respondent at the material time or any time at all.

59. In its paragraph 6 of the defence by the Respondent, the Respondent stated that the it did not terminate the Claimants service as alleged in the statement of claim or at all, and that he never worked for it. The Respondent further pleaded and its witness stated in his witness statement that the Claimant was a passenger motor vehicle stage attendant earning a commission from the sale of tickets for various motor vehicles belonging not necessarily to the Respondent. Therefore, he was not an employee of the Respondent.

60. In what appears clearly to be a three hundred and sixty degree turn, the Respondent through its witness took a very different position in his evidence in chief, from that that was taken in the pleadings and the witness statement above stated. In his evidence in chief, and that under cross examination, the witness admitted that the Claimant was the Respondent's employee at the material time, but not as a General Manager, but as a stage clerk who was remunerated for his work through commissions.

61. This radical shift from the pleadings did not find any explanation in the evidence of the Respondent. In my view, an unexplained radical departure by a party from its pleadings in an adversarial system as is ours, where parties set their respective agenda for the proceedings in pleadings, never aids such party's case. It becomes a credibility issue. It will definitely have an impact on the creditworthiness of the party's defence or case.

62. The Respondent having done an about-turn on its pleadings on this critical aspect of the matter, I can only conclude that the Claimant's claim that he was an employee of the Respondent in the capacity of General manager, was assailed. The Respondent attempted an escapist approach towards the issue without success.

63. In the upshot, the answer to the issue is in the affirmative.

Was the termination of the Claimant's employment fair?

64. Just as it did on the issue of employment discussed hereinbefore, the Respondent on its pleadings denied the Claimant's alleged termination, only to turn around in the evidence that was placed before court, through its witness's oral testimony and admit that there was a termination, which was substantively justified and procedurally correct.

65. In determining the fairness of a termination of employment by an employer, or a summary dismissal of an employee from employment, the Court must of necessity consider two aspects of the termination or dismissal, namely, the procedural fairness aspect, and the substantive justification aspect thereof. If in the determination it is found that both or one of the was absent in the decision by the employer, then the termination or summary dismissal shall be declared unfair, opening an avenue for the employee for an entitlement to one or more of the plural remedies, the law provides.

66. As this Court did state in the *Lydia Moraa Obara v Tusker Mattresses Ltd* [2021]eKLR, section 45 of the *Employment Act* dictates that no employer shall terminate the employment of an employee unfairly. Section 45[2][c] provides for insistence on engagement of a fair procedure, if the termination were to be considered fair.

67. In the decision of the Court of Appeal in Prof. Macha Isunde v- Lavington Security Guards Limited, it was held;

> "There can be no doubt that the Act, which was enacted in 2007, places a heavy legal obligation on the employer in matters of summary dismissal for breach of employment contract and unfair termination involving breach of statutory law. The employer must prove the reasons for terminating [section 43]- prove the reasons are valid and fair [section 45]- prove that the grounds are justified [section 47[5], amongst the other provisions. A mandatory and elaborate process is then set up under section 41 requiring notification and hearing before termination."

68. The Respondent in its new position taken in the evidence of its witness, in answer to the Claimant's case that before the termination-which was now not in contestation, he was not, informed of the Respondent's intention to terminate his employment, and the grounds for the same, heard at all before the decision to terminate was arrived at, and that he was not given an opportunity to be at any hearing session with a colleague or contrary to the law, stated that the Claimant was invited for a disciplinary hearing, heard and a decision made to terminate him.

69. Besides the challenge this Court has in trying to understand the unexplained departure from its pleadings on this point, the Court is equally challenged on the insufficiency of the evidence tendered on this aspect. When was the invitation extended to the Claimant to be in attendance of the hearing? When was the disciplinary hearing conducted? When was the decision to terminate made? How was the decision communicated and when? Are all crucial questions that do not find supply of answers from the evidence placed before court by the Respondent.

70. In his submissions, while admitting that there is no document from which one can discern that the Claimant was ever invited for a disciplinary hearing and that there was a hearing in compliance with the provisions of the law, Counsel for the Respondent asks this Court to take judicial notice of fact that owing to the chaotic nature of the "matatu" industry, transactions like employment, disciplinary actions are done verbally. I decline to be persuaded that this is a matter that a court of law can take judicial notice of. In any event, I can only take a contrary judicial notice, overtime the Gov't through relevant agencies has strived and managed to sanitize the chaotic nature that was of the industry. The latest effort being that that compelled operations to be done under Saccos.

71. Bearing in mind that the burden of prove that the termination was procedurally fair, I come to an inescapable conclusion that the Respondent's evidence was too insufficient and doubtable to help it discharge this burden.

72. The termination of the Claimant's employment was procedurally unfair.

73. Section 43 of the *Employment Act* places an obligation upon an employer, whenever there is a dispute arising out of a termination of an employee's employment to prove the reason[s] for the termination. In the defaulting, the termination shall be deemed unfair in terms of section 45 of the *Act*. Section 45, imposes a further burden on the employer to demonstrate that the reason[s] was valid and fair.

74. Looking at the witness statement of the Respondent's witness and his oral testimony in Court, one cannot fail to see a huge contradiction on the aspect of termination. In the statement which is in sync with the Respondent's pleadings, there is total denial of the termination, and therefore no reason accorded, in the testimony, there is an attempted explanation for the termination. Evidence that is a departure from the pleadings turns on no issue, it is trite law. Further, this drastic contradiction constrains this court not to believe the evidence of the Respondent on this aspect, and I so do. Consequently, the Court does find that the Respondent failed to discharge the twin burdens obtaining in sections 43 and 45 of the *Act*. The termination was without a valid and fair reason therefore.

Of the Reliefs.

75. Section 49[1][c] of the *Employment Act*,2007, bestows this Court with the authority to grant a compensatory relief in favour of an employee who has successfully challenged his or her employer's decision to terminate his employment or summarily dismiss him or her from employment. Grant of this relief and the extent thereof is discretionary. It is dependent on the circumstances of each case. In the instant matter, I am convinced that the Claimant should be granted compensation for the unfair termination. Considering that the termination occurred without a substantive justification, and non-adherence to the statutory procedure, the escapist approach attempted by the Respondent, that was not geared towards aiding justice, the length of period the Claimant was in the Respondent's employment, and the fact that the Claimant did not in any shown way contribute to the termination, I find that a grant of 6 months' gross salary therefore Kshs. 180,000, as compensation.

76. The Claimant stated that the nature of his employment was one that would be terminated by notice. That indeed there was none issued to him prior to the termination. The Respondent's Counsel made a very interesting submission on this, that a verbal notice was issued. With due respect, the submission is a deliberate ignorance of the provisions of Section 35[1] of the *Act*. The notices contemplated thereunder have to be in writing. The Claimant is awarded one month's salary in lieu of notice pursuant to section35 as read with section 36 of the *Act*.

77. A certificate of service is a legal entitlement to an employee whose employment has been terminated by his employer. There cannot be any justification for an employer to withhold the same. The Respondent should issue one to the Claimant.

78. The Claim for overtime and public holidays worked compensation has just been thrown to Court. This Court has incessantly urged that this practice must come to a stop. It is not enough for a Claimant to just give figures to court, asserting that he or she is entitled to them, cross her or his fingers hoping that the Respondent does not place before Court documents, and as a consequence of the failure say "behold the claim is proved, the employer has not tendered in evidence any documents." The Claimant must if she or he has to succeed in the Claim, be specific on the days when he worked overtime, the specific public holidays, when he worked and wasn't paid for.

79. Parties often place reliance on Section 74 of *Act*, and wrong reliance I must say, to assert that whenever an employer does not produce documents in Court where overtime, public holiday worked, untaken unpaid for leave days are alleged, there is an automatic pass to a judgment in favour of the employee. My reading of the provision does not suggest that such an implication is one that follows it. The provision

only provides for the record that must be kept by an employer, nothing to do with production of the records in Court.

80. If one wanted to rely on the record[s] which is in the possession and control of the employer to prove and or fortify certain aspects of his or her case, there is a legal avenue available for attainment of that, issuance of as notice to produce under the Evidence Act, Cap 80, laws of Kenya. It will be only after the notice has been properly issued, and the employer fails to produce the record, that the default consequence will set in.

81. The Claimant did not tender any specific in the nature mentioned herein above, the Claim for overtime, and public holidays worked compensation are declined.

82. On the Claim for unpaid leave days, and house allowance, the Claimant only gives figures in his pleadings in the reliefs section no single paragraph therein lays basis for the claim and figures. The witness statement too, took the nature of the pleadings. Considering the importance of pleadings to the parties in a litigation, and the trier, I am not persuaded to make any award under the two heads.

83. In the upshot, judgement is entered in favour of the Claimant in the following terms;

    I. A declaration that the termination of the Claimant's employment was procedurally and substantially unfair.

    II. Compensation pursuant to the provisions of section 49[1][c] of the *Employment Act*, Kshs. 180,000.

    III. One month's salary in lieu of notice, Kshs. 30,000.

    IV. The Respondent to issue a certificate of costs to the Claimant within 21 days from the day of this judgment.

    V. Interest at Court rates on [ii] and [iii], above from the date of filing this suit till full payment.

    VI. Costs of the suit.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 24TH DAY OF FEBRUARY, 2022.

OCHARO KEBIRA

JUDGE

In Presence of:

Mutugi for the Claimant.

No appearance for Respondent.

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 15th March 2020 and subsequent directions of 21st April 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 has 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 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.

A signed copy will be availed to each party upon payment of court fees.

OCHARO KEBIRA

JUDGE