



REPUBLIC OF KENYA



**KENYA LAW**  
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**Buchici v University of Nairobi (Cause E503 of 2025)  
[2025] KEELRC 2444 (KLR) (18 September 2025) (Ruling)**

Neutral citation: [2025] KEELRC 2444 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E503 OF 2025  
S RADIDO, J  
SEPTEMBER 18, 2025**

**BETWEEN**

**ASIBWA EMMANUEL BUCHICI ..... CLAIMANT**

**AND**

**UNIVERSITY OF NAIROBI ..... RESPONDENT**

**RULING**

1. On 29 May 2025, the University of Nairobi (the Respondent) gave notice of termination of employment to Asibwa Emmanuel Buchichi (the Claimant).
2. The Claimant moved swiftly to challenge the termination of employment on 3 June 2025.
3. At the same time, the Claimant filed a Motion seeking orders:
  - i. spent
  - ii. spent
  - iii. spent
  - iv. That pending the hearing and determination of this suit, this Honourable Court be pleased to restrain the Respondent from harassing, intimidating, victimising or in any way interfering with the Claimant's peaceful enjoyment of his employment rights.
  - v. That the Claimant be immediately reinstated to his position as Personal Assistant to the Chairman of Council with full pay and benefits pending the hearing and determination of this suit.
  - vi. That the Respondent be restrained from appointing any other person to the Claimant's position pending determination of this matter.



- vii. That costs of this application be provided for.
4. The grounds in support of the Motion were that the Claimant had a prima facie case; the balance of convenience tilted in favour of granting the orders sought; the Claimant had a valid subsisting fixed term contract; the termination of contract was made by the University Management and not the University Council; the termination of employment was unfair and unlawful and the ensuing harm could not be remedied through compensation.
5. The Respondent filed Grounds of Opposition on 9 June 2025, contending that the contract of employment having been terminated, the orders sought were not merited at an interlocutory stage; all employment benefits lapsed with the termination of the contract and that the Court could only grant remedies after a hearing on the merits as contemplated under section 49(1), (2) and (3) of the [Employment Act](#).
6. The Respondent caused its Deputy Registrar to file a replying affidavit on 10 June 2025, deponing therein that the contract of employment had a termination clause despite its fixed term tenure; the Claimant was a Personal Assistant of the Council chair who had since resigned, and therefore his services had become redundant; the Council had delegated certain administrative functions to the Management of the University including employee disciplinary control; the housing provided to the Claimant was not part of the terms of employment and was subject to a housing policy and tenancy agreement and that the Respondent would issue an appropriate notice at the right time to the Claimant under the tenancy agreement.
7. The Claimant filed a further affidavit and submissions on 19 June 2025. In the affidavit, the Claimant asserted that there was no evidence that the University Council had delegated the power to terminate employment contracts to the Management; the resignation of a Chair of Council did not render the position of Personal Assistant to the Chair superfluous, and that the decision to terminate was ultra vires.
8. In the submissions, the Claimant reiterated the assertions in the affidavits.
9. The Respondent filed its submissions on 28 August 2024 contending that the termination of the Claimant's employment was under clause 16 of the contract and therefore lawful; a determination whether a termination of employment was fair could not be made at an interlocutory stage; an order of reinstatement could not be granted before a hearing on the merits and that the parties had a tenancy agreement spelling the terms of the contract.
10. The Respondent relied on *Alfred Nyungu Kimungui v Bomas of Kenya* (2013) KEELRC 235 (KLR) and *Anthony Omari Ongera v Teachers Service Commission* (2017) KEELRC 1251 (KLR)
11. The Court has considered the Motion, affidavits, Grounds of Opposition and submissions and makes the following determinations.
12. One, the employment relationship between the Claimant and Respondent stood determined once the Respondent terminated the relationship, whether unfairly or unlawfully.
13. Two, once the Respondent decided to terminate the relationship, the Court, cannot, under ordinary employment law, preserve the employment relationship or rights appurtenant thereto at an interlocutory stage and before a hearing on the merits.
14. Three, granting orders (iv) and (v) as requested by the Claimant would be tantamount to granting an order of reinstatement, which under section 49 of the [Employment Act](#) is a final remedy, after a hearing on the merits.



15. Four, the role of a Personal Assistant requires an intimate relationship between the Personal Assistant and the supervisor, and it would be imprudent for the Court to impose the Claimant upon the person appointed or holding the position of Chair of Council after the resignation of the Chair he was appointed to serve.
16. Lastly, the Court directed the Respondent to allow the Claimant to stay in the house assigned to him during the currency of the employment relationship on condition that he paid the requisite rent.
17. The Court cannot interpret or apply the terms of the tenancy agreement at this stage without any evidence that either party is in breach.

### **Orders**

18. In light of the above, the Court finds no merit in the Motion dated 3 June 2025, and it is dismissed with costs in the cause.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN ISIOLO ON THIS 18TH DAY OF SEPTEMBER 2025.**

**RADIDO STEPHEN MCIArb**

**JUDGE**

Appearances

For Claimant OCO Law & Co. Advocates

For Respondent Fredrick Collins Omondi, Director, Legal and Corporate Board Services

Court Assistant Wangu

