



**Idasa v Lesaffre Kenya Limited (Cause E636 of 2024)  
[2025] KEELRC 2519 (KLR) (25 September 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2519 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E636 OF 2024  
L NDOLO, J  
SEPTEMBER 25, 2025**

**BETWEEN**

**ANTONY IDASA ..... CLAIMANT**

**AND**

**LESAFFRE KENYA LIMITED ..... RESPONDENT**

**JUDGMENT**

**Introduction**

1. By an employment contract dated 16<sup>th</sup> May 2023, the Claimant, Antony Idasa, was employed by the Respondent, Lesaffre Kenya Limited, in the position of Production Manager, effective 19<sup>th</sup> June 2023. He worked until 15<sup>th</sup> December 2023, when his employment was terminated. It is that termination that is the subject of the dispute before the Court.
2. The Claimant states his case in a Memorandum of Claim dated 9<sup>th</sup> August 2024 and the Respondent defends itself in a Response dated 20<sup>th</sup> September 2024. The Claimant filed a Reply to the Respondent's Response dated 14<sup>th</sup> October 2024.
3. The matter went to trial, where the Claimant testified on his own behalf and the Respondent called its General Manager, Ayoub Nine. The parties also filed written submissions.

**The Claimant's Case**

4. The Claimant joined the Respondent's establishment on 19<sup>th</sup> June 2023, in the position of Production Manager. At the time of separation on 15<sup>th</sup> December 2023, he earned a monthly salary of Kshs. 253,284.
5. The Claimant states that on 14<sup>th</sup> December 2023 at 11.38 am, he received an email from Ayoub Nine, with a letter accusing him of sexually harassing a female colleague. The accusation letter, whose



contents the Claimant termed as strange, notified him that he was being sent on compulsory leave and was expected to attend a disciplinary hearing on 15<sup>th</sup> December 2023 at 8.00 am.

6. The Claimant avers that he attended the disciplinary hearing without a representative. He adds that the disciplinary panel comprised of Ayoub Nine and two external auditors.
7. The Claimant complains that he was not supplied with the statements on the alleged sexual harassment, which were only read out to him. He further complains that the disciplinary panel believed the allegations made against him, without proper and substantive investigations.
8. According to the Claimant, the said allegations were brought in bad faith, ill-motive and malice. He states that immediately after the hearing, he was issued with a summary dismissal letter.
9. The Claimant's case is that his dismissal was wrongful and unfair, as there was no valid reason for the dismissal and due process was not followed. The Claimant seeks the following remedies:
  - a. A declaration that his dismissal from employment was unlawful and unfair;
  - b. An order to expunge all records of sexual harassment from the Respondent's human resource records relating to the Claimant;
  - c. An apology for defamation and character assassination;
  - d. Waiver of the non-compete clause;
  - e. Kshs. 253,284 being one month's salary in lieu of notice;
  - f. Kshs. 3,039,408 being 12 months' salary in compensation for wrongful dismissal;
  - g. Costs plus interest.

### **The Respondent's Case**

10. In its Response dated 20<sup>th</sup> September 2024, the Respondent admits having employed the Claimant at a monthly salary of Kshs. 245,000.
11. The Respondent states that on 14<sup>th</sup> December 2023, a meeting was held with the Claimant where he was informed of sexual harassment allegations brought against him. The Respondent adds that after the meeting, the Claimant was invited to a disciplinary hearing, with the accusation letter and a copy of the Company Code of Conduct being shared with him.
12. The Respondent avers that the Claimant was accused of sexually harassing two female employees and that the invitation for a disciplinary hearing on 15<sup>th</sup> December 2024 informed him of an opportunity to defend himself against the allegations.
13. The Respondent maintains that the allegations were investigated and the Claimant given an opportunity to submit his defence in a disciplinary hearing held on 15<sup>th</sup> December 2023.
14. The Respondent asserts that based on the investigations and evidence supplied on the date of the hearing, it arrived at the decision to summarily dismiss the Claimant, as there were reasonable grounds to believe that he had sexually harassed two female employees, which amounted to gross misconduct. The Respondent defends its decision to dismiss the Claimant, pointing to its statutory obligation to provide a safe and conducive work environment for all its employees.



15. According to the Respondent, the Claimant's conduct, which included inappropriate physical contact and text messages directed at female employees, created a hostile work environment that compromised the safety and well-being of female employees.
16. The Respondent denies infringement of any of the Claimant's right, stating that due process was followed; the Claimant was notified of the allegations levelled against him and was invited to a disciplinary hearing, where he was heard on his defence. The Claimant is said to have admitted having touched one of the complainants on two occasions, but claimed that it was by accident.

### **Findings and Determination**

17. There are two (2) issues for determination in this case:
  - a. Whether the Claimant's dismissal was lawful and fair;
  - b. Whether the Claimant is entitled to the remedies sought.

### **The Dismissal**

18. The Claimant was dismissed by letter dated 15<sup>th</sup> December 2023, stating as follows:

“Dear Mr. Idasa,

Re: Dismissal due to gross misconduct

Following a thorough investigation by the disciplinary committee regarding the allegations of sexual harassment against you, from at least 2 female employees from Lesaffre Kenya Ltd company, independently, we regret to inform you that the committee has concluded its inquiry and found the allegations to be substantiated. As a result, the decision has been made to terminate your employment with Lesaffre Kenya, effective immediately.

The disciplinary committee meticulously reviewed all available evidence, including witness testimonies, documentation, and your responses during the proceedings. After careful consideration, it was determined that your actions violated our company's code of conduct at workplace clauses 14 and 32 on responsibility to colleagues and on anti-harassment policies respectively.

As a result of this decision, your access to company premises, systems and resources is terminated effective immediately. We kindly request that you return all company property within your disposal.

We urge you to seek guidance and support to ensure your future professional endeavours align with legal and ethical standards concerning workplace conduct.

Please be advised that this decision is final and not subject to appeal within our organization.

We appreciate your contributions during your tenure with Lesaffre Kenya, and we regret that it has come to this conclusion.

Sincerely,

Nine Ayoub

Lesaffre Kenya Manager”

(signed on official stamp)



19. The Claimant was accused of subjecting two female employees to sexual harassment. This is a serious offence, which if proved, would place an employee within the crosshairs of gross misconduct. However, like all other accusations of gross misconduct, it must be proved at the shop floor.
20. The events leading to the Claimant's dismissal are as follows; on 14<sup>th</sup> December 2023, the Claimant was confronted with allegations of sexual harassment but the identity of the target employees was not disclosed at this point. On the same day, the Claimant was suspended from duty and instructed to appear for a disciplinary hearing the following day being, 15<sup>th</sup> December 2023.
21. It is at the disciplinary hearing, where the Claimant learnt the names of the employees he was accused of having sexually harassed. Two complaints, one written that morning were read to the Claimant but he was denied an opportunity to cross examine the complainants, ostensibly because they were scared of him.
22. Section 45(2) of the [Employment Act](#) provides as follows:
  1. No employer shall terminate the employment of an employee unfairly.
  2. A termination of employment by an employer is unfair if the employer fails to prove-
    - a. that the reason for the termination is valid;
    - b. that the reason for the termination is a fair reason-
      - i. related to the employee's conduct, capacity or compatibility; or
      - ii. based on the operational requirements of the employer; and
    - c. that the employment was terminated in accordance with fair procedure.
23. The fair procedure contemplated by Section 45(2)(c) is codified in Section 41 of the Act as follows:
  1. Subject to section 42(1), an employer shall, before terminating the employment of an employee, on the grounds of misconduct, poor performance or physical incapacity explain to the employee, in a language the employee understands, the reason for which the employer is considering termination and the employee shall be entitled to have another employee or a shop floor union representative of his choice present during this explanation.
  2. Notwithstanding any other provision of this Part, an employer shall, before terminating the employment of an employee or summarily dismissing an employee under section 44(3) or (4) hear and consider any representations which the employee may on the grounds of misconduct or poor performance, and the person, if any, chosen by the employee within subsection (1), make.
24. It is now well-established in case law that for an employer to comply with the mandatory procedural fairness requirements set by Section 41 of the [Employment Act](#), the employee must receive prior notice of clear charges, with lead time to prepare and present a defence.



25. In its decision in *Rebecca Ann Maina & 2 others v Jomo Kenyatta University of Agriculture and Technology* [2014] KEELRC 793 (KLR) this Court stated that:

“...in order for an employee to respond to allegations made against them, the charges must be clear and the employee must be afforded sufficient time to prepare their defence. The employee is also entitled to documents in the possession of the employer which would assist them in preparing their defence. The employee is further entitled to call witnesses to buttress their defence.”

26. In *Anthony Mkala Chitavi v Malindi Water & Sewerage Company* [2013] KEELRC Radido J stated thus:

“In a claim for unfair termination or wrongful dismissal on the grounds of misconduct, poor performance or physical incapacity, it is the employer to demonstrate to the Court that it has observed the dictates of procedural fairness.

The ingredients of procedural fairness...within the Kenyan situation is that the employer should inform the employee as to what charges the employer is contemplating using to dismiss the employee. This gives a concomitant statutory right to be informed to the employee.

Secondly, it would follow naturally that if an employee has a right to be informed of the charges he has a right to a proper opportunity to prepare and to be heard and to present a defence/state his case in person, writing or through a representative or shop floor union representative if possible.

Thirdly if it is a case of summary dismissal, there is an obligation on the employer to hear and consider any representations by the employee before making the decision to dismiss or give other sanction.”

27. In his final submissions dated 20<sup>th</sup> May 2025, the Claimant cited the decision in *Batuk Unit Kenya v Mutahi* [2023] KECA where the Court of Appeal, in addressing the employer’s failure to avail the accusers of the employee, stated as follows:

“...It is clear that the respondent was not given the opportunity to question his accusers at any point. The veracity of the statements used to terminate his long career was never tested. There was no proof that the said statements were made by actual persons who had genuine grievances against him. The possibility that the entire process could have been choreographed by malicious persons who wanted the respondent sacked, was therefore not ruled out...The rules of natural justice apply at any level where a person’s fundamental rights are likely to be violated. The respondent was put through a process that was to determine whether his right to earn a livelihood would be taken away from him, yet he was not given an opportunity to face his accusers at the disciplinary hearing. In view of this, we are persuaded that the reason for the termination was not proved to be valid.”

28. In the present case, the Claimant was ambushed with serious allegations of sexual harassment, first without disclosure of the identity of the complainants and secondly, without an opportunity to test the veracity of the accusations.



29. The Claimant told the Court that he first saw the complainants' statements when they were served on his Advocate, in response to the claim. Significantly, the statement by the second complainant was written on the day of the hurriedly convened disciplinary hearing.
30. The Respondent's General Manager, Ayoub Nine stated that he had no comment regarding the apparent similarity in the content and format of the two statements, leading the Court to draw an inference that the statements were guided and controlled by him.
31. The Respondent contends that the complainants declined an invitation to attend the disciplinary hearing, because they were scared of the Claimant. There was however no evidence of any such invitation and the Court was not convinced that the alleged fear by the complainants was a sufficient reason to compromise the Claimant's right to an opportunity to meet his accusers. If the complainants were afraid of appearing at the disciplinary hearing, they could have appeared before the Court, where an opportunity for in-camera proceedings is available, but they stayed away. What is more, the Claimant was denied a right of appeal against the termination.
32. Overall, I have reached the conclusion that the allegations levelled against the Claimant were not proved at the shop floor, rendering the dismissal wrongful, for want of substantive justification and procedural fairness.

### **Remedies**

33. I therefore award the Claimant four (4) months' salary in compensation. In making this award, I have taken into account the Claimant's length of service and the finding that he was denied an opportunity to defend himself against very serious allegations.
34. I further award the Claimant one (1) month's salary in lieu of notice.
35. The Respondent is directed to expunge all records of sexual harassment against the Claimant, from its human resource records.
36. The claim for defamation and character assassination was not proved and the claim for waiver of the non-compete clause is moot.
37. Ultimately, I enter judgment in favour of the Claimant as follows:
  - a. 4 months' salary in compensation..Kshs. 1,013,136
  - b. 1 month's salary in lieu of notice.....253,284Total....1,266,420
38. This amount will attract interest at court rates from the date of judgment until payment in full.
39. The Claimant will have the costs of the case.
40. Orders accordingly.

**DELIVERED VIRTUALLY AT NAIROBI THIS 25<sup>TH</sup> DAY OF SEPTEMBER 2025**

**LINNET NDOLO**

**JUDGE**

Appearance:

Ms. Wanjala for the Claimant



Ms. Mugenyu for the Respondent

