



**Kimotho v Space and Style Limited (Cause E707 of 2023)
[2025] KEELRC 2559 (KLR) (25 September 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2559 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E707 OF 2023
L NDOLO, J
SEPTEMBER 25, 2025**

BETWEEN

JAMES MWANGI KIMOTHO CLAIMANT

AND

SPACE AND STYLE LIMITED RESPONDENT

JUDGMENT

Introduction

1. The Claimant’s claim against the Respondent, as contained in his Statement of Claim dated 30th August 2023, is as follows:
 - a. Salary for the month of April 2023.....Kshs. 145,833
 - b. Commission due for the month of April 2023.....148,762
 - c. Accrued leave pay.....625,000
 - d. Insurance tax relief.....51,965
 - e. Costs plus interest
2. In response to the Claimant’s claim, the Respondent filed a Statement of Defence dated 3rd October 2023, to which the Claimant responded on 29th January 2024.
3. The matter went to full trial where the Claimant testified on his own behalf and the Respondent called its Managing Director, Winnie Ngumi. Thereafter, the parties filed written submissions.



The Claimant's Case

4. The Claimant states that he worked for the Respondent from 10th May 2010 until 14th April 2023, when he gave a resignation notice, with an effective date of 6th March 2023. At the time of separation, the Claimant held the position of Head of Commercial.
5. The Claimant avers that according to his Kenya Revenue Authority (KRA) P9 Form, the Respondent had failed to provide for the sum of Kshs. 51,965 being insurance relief for the year 2022.
6. In addition, the Claimant claims accrued salary and commission for the month of April 2023 plus leave pay.

The Respondent's Case

7. In its Statement of Defence dated 3rd October 2023, the Respondent states that the Claimant was appointed as Acting Head of Commercial, pursuant to a letter dated 1st January 2021.
8. The Respondent adds that the Claimant's Certificate of Service and KRA P9 Form were issued to him on 10th July 2023, through his Advocate on record.
9. Regarding the Claimant's terminal dues, the Respondent states that its Human Resource Policy requires handover and clearance as a prerequisite. The Respondent accuses the Claimant of refusal to adhere to this policy requirement. In particular, the Respondent states that the Claimant had not cleared in the following areas:
 - a. Credit card usage; the Respondent gives a list of unaccounted expenditure as shown below:

Date	Description	Amount (Kes)
25 th November 2021	Lounge Bar- Kinshasa	8,135
1 st April 2022	Point Mall-Buruburu, Nairobi	20,000
1 st August 2022	Cash used to buy lunch	10,000
1 st November 2022	Kiambu Club Ltd, Nairobi K	35,700
19 th November 2022	Nairobi West Hospital	5,000
23 rd December 2022	Point Mall-Buruburu	0,000
1 st April 2022	Eldoret	15,195
25 th December 2022	Point Mall-Buruburu	10,000
Total	124,039	

- b. Approved credit for customers; the Respondent presents the following as outstanding balances:



Client's Name	Credit Approval (Kes)	Outstanding balance (Kes)
Round Huts Systems	976,676	196,676
Christine Gitura	27,109	27,109
Total	1,003,785	223,785

10. The Respondent further states that the Claimant has refused to present an accurate calculation of his final dues.
11. Finally, the Respondent accuses the Claimant of abuse of office and misappropriation of funds, leading to crippling of the Respondent's operations.
12. In his Reply to Defence dated 29th January 2024, the Claimant states that he secured clearance from all the Respondent's Departments. He specifically points out that clearance in respect of all cash transactions and credit cards was obtained from the Finance Department on 14th April 2023.
13. The Claimant denies having provided any personal guarantees on customer accounts.
14. The Claimant maintains that he provided computation of his dues to the Respondent for settlement but no payment was made.

Findings and Determination

15. This is a single issue claim, by which the Claimant pursues payment of his terminal dues. According to the parties' pleadings, testimony and final submissions, it is not in dispute that the Claimant was not paid his terminal dues.
16. The Respondent defends its inaction regarding payment of the Claimant's dues, by an allegation that the Claimant had failed to clear and hand over. On his part, the Claimant produced a clearance form signed off by all Departments, save for Commercial Department, which was to be signed off by the Managing Director as the Claimant's line manager.
17. In her testimony before the Court, the Managing Director, Winnie Ngumi conceded that the Claimant had not been paid his salary and commission for April 2023 plus accrued annual leave. According to Ngumi, the Claimant had been requested to confirm the date he would be available for a one-on-one meeting with her, for completion of the handover process.
18. There was however no evidence of any invitation to the Claimant to attend a meeting with the Managing Director. Additionally, the Respondent did not provide any tabulation of the Claimant's dues to counter the figures presented by the Claimant.
19. Moreover, the sums on account of credit card usage and approved credit for customers, which were presented as pending were signed off by the Finance Department as fully supported; and the Managing Director did not adduce any evidence to contradict this verdict by her professional team in Finance. It was also not lost on the Court that the Respondent did not file a counterclaim for recovery of any of the stated sums, from the Claimant.
20. It seems to me therefore that the Managing Director avoided signing off the Claimant's clearance form as a stunt, to continue withholding his terminal dues unlawfully. Consequently, I direct the Respondent to release the Claimant's terminal dues as pleaded in the Memorandum of Claim.



21. Regarding the claim for insurance relief, the only thing to say is that any overpayment in tax ought to be claimed from the Kenya Revenue Authority.
22. Finally, I enter judgment in favour of the Claimant as follows:
 - a. Salary for the month of April 2023.....Kshs. 145,833
 - b. Commission due for the month of April 2023.....148,762
 - c. Accrued leave pay.....625,000
 - Total.....919,595
23. This amount will attract interest at court rates from the date of judgment until payment in full.
24. The Claimant will have the costs of the case.
25. Orders accordingly.

DELIVERED VIRTUALLY AT NAIROBI THIS 25TH DAY OF SEPTEMBER 2025

LINNET NDOLO

JUDGE

Appearance:

Ms. Ithondeka for the Claimant

Ms. Kemunto for the Respondent

