



**Okullo v Standard Group PLC (Cause E408 of 2025)
[2025] KEELRC 2525 (KLR) (25 September 2025) (Ruling)**

Neutral citation: [2025] KEELRC 2525 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E408 OF 2025
S RADIDO, J
SEPTEMBER 25, 2025**

BETWEEN

JACKLINE ATIENO OKULLO CLAIMANT

AND

STANDARD GROUP PLC RESPONDENT

RULING

1. Jackline Atieno Okullo (the Claimant) sued the Standard Group PLC (the Respondent) on 7 May 2025, asserting unfair termination of employment and breach of contract.
2. Filed together with the Memorandum of Claim was a Motion dated 6 May 2025 seeking orders:
 - (a) ...
 - (b) That this Honourable Court be pleased to enter partial judgment on admission in favour of the Claimant/applicant as against the Respondent in the sum of Kenya Shillings Three Million One Hundred and Sixteen Thousand, Four Hundred and Twenty-One and Ninety-Two cents (Kshs 3,116,421.92).
 - (c) That the costs of this application be borne by the Respondent.
3. The grounds in support of the Motion were that the Respondent dismissed the Claimant from employment on 8 January 2025; that the dismissal letter assured the Claimant that she would be paid earned salary and accrued leave up to the date of dismissal after clearance; that the Claimant had cleared with the Respondent and it tabulated her terminal dues as Kshs 3,116,421.92, but it had failed to pay the dues and that the terminal dues constituted an admitted debt.
4. The Court gave directions on the Motion on 8 May 2025, and the Claimant filed her submissions on 4 June 2025.



5. In the submissions, the Claimant cited *Mark Githui Wachira v Seven Seas Technologies Group Ltd* (2021) eKLR and *Cassam v Sachania* (1982) KLR to contend that the Respondent admitted in its letter of 7 January 2020 owing the Claimant Kshs 4,542,417/- service pay and salary arrears and that this was a clear and unambiguous admission. The Claimant asserted that further admission was made in the letter dated 18 February 2025, informing the Claimant that her Lump Sum Dues and Gratuity was Kshs 3,116,421.92 would be settled immediately after she had cleared.
6. The Claimant drew the attention of the Court to Order 13 Rule 2 of the Civil Procedure Rules.
7. Upon service, the Respondent filed a Notice of Preliminary Objection contending:
 - (a) That the Honourable Court lacks jurisdiction to hear and determine the Application by the doctrine of sub judice as provided under section 6 of the *Civil Procedure Act* (CAP 21, Laws of Kenya).
 - (b) That the issues raised herein are directly and substantially in issue in a previously instituted application in the Milimani High Court Insolvency Division (being Hccommin No. E009 Of 2025- Jackline Atieno Okullo-vs-the Standard Group PLC), between the same parties, and which is still pending before the High Court. The following points illustrate this violation:

Existence of two suits

- (a) Milimani High Court Commercial Insolvency Cause No. E009 of 2025 and the instant Application filed as ELRC Cause No. 408 of 2025.
- (b) Milimani High Court Insolvency Cause No. E009 of 2025 was filed on 30/01/2025. (c) ELRC Cause No. E408 of 2025 was filed on 6th May 2025.

Identify of parties

- (a) The Claimant and Respondent are the same in both cases.
- (b) The parties are litigating under the same legal titles and in their respective capacities as employer and employee.

Substantial similarity in subject matter

- (a) Both applications allege unpaid salary arrears.
- (b) The reliefs sought are near identical. In the Insolvency proceeding, the Claimant herein, vide the filed Statutory demand, demands as follows:

I write to give you formal notice of my demand for the payment of the sum of Kshs 3,006,840.00 being the amount due and owing from the Standard Group PLC in respect of the salary arrears accrued since May 2023 and which amount is undisputed as confirmed vide your letter dated 24th January 2025 (the debt). The debt was to be repaid on or before 31st October 2024. However, the debt has remained unpaid.

The same salary arrears are now claimed in these proceedings.

Jurisdictional competence



Both suits before the High Court and the Employment and Labour Relations Court (which is a specialised High Court) Courts with jurisdiction to handle the various prayers sought before them.

- (c) That the application constitutes an abuse of the court process in seeking reliefs that are already pending determination in a prior filed application thereby amounting to duplicity and forum shopping.
 - (d) That the Court of Appeal in *Muchanga Investments Ltd v Safaris Unlimited (Africa) Ltd & 2 Others* defined abuse of court process as the use of judicial process to irritate and annoy the opponent and interfere with the administration of justice, such as instituting multiple actions on the same subject matter against the same opponent.
 - (e) That the application undermines the overriding objective of the *Civil Procedure Act* under sections 1A and 1B which obligate parties to assist the Court in the just, expeditious, proportionate and affordable resolution of disputes.
 - (f) That multiplicity of applications seeking similar reliefs against the Respondent is vexatious and oppressive, and is designed to embarrass and prejudice the fair adjudication of the insolvency matter.
 - (g) That the application is fatally defective, incompetent, barred in law and an abuse of the court process and (sic) struck out to prevent conflicting decisions and preserve resources.
8. The Respondent filed its submissions on 18 July 2025.
 9. In the submissions, the Respondent stated that the Claimant had commenced High Court Insolvency Cause No. E009 of 2025, *Jackline Atieno Okullo v Standard Group PLC* on 30 January 2025, seeking salary arrears amounting to Kshs 3,006,840/- as confirmed through a letter dated 24 January 2025 and therefore the instant proceedings were sub judice and *Kenya National Commission on Human Rights v Attorney General; Independent Electoral and Boundaries Commission & 16 Ors (Interested Parties) (2020) eKLR* was cited.
 10. According to the Respondent, and relying on *Muchanga Investments Ltd v Safaris Unlimited (Africa) Ltd & 2 Ors*, the instant Cause was an abuse of the court process as it was between the same parties and sought near identical reliefs.
 11. The Respondent further urged that the application was premature and that there was no clear and unambiguous admission.
 12. The Claimant had filed further submissions responding to the Preliminary Objection on 17 June 2025.
 13. Therein, the Claimant urged that the Preliminary Objection did not meet the standard expected of a Preliminary Objection because it referenced a suit which was not before or placed before this Court and called upon the Court to make a finding of fact with no documents placed before it.
 14. The Claimant further took the position that the Respondent had not demonstrated the existence of another suit seeking the payment of terminal dues.
 15. The Court has considered the Motion, Affidavit in Support, Notice of Preliminary Objection and submissions and makes the following determinations.



16. One, some of the points of the Preliminary Objection raised by the Respondent require the Court to go on an examination of contested facts, such as whether there are parallel proceedings to the instant Cause.
17. Two, the Respondent did not place before this Court any pleadings or proceedings on Insolvency before the Court help it assess the objection on sub judice and abuse of court process.
18. Three, the Respondent promised the Claimant in the dismissal letter dated 8 January 2025, that she would be paid earned salary and accrued leave up to the date of dismissal upon clearing.
19. Four, the Claimant placed before the Court a schedule of Lump Sum Dues and Gratuity totalling Kshs 3,116,421.92, broken down as
 - i. Kshs 3,006,840/- previous salary net income.
 - ii. Kshs 180,436/- leave days.
 - iii. Kshs 327,722/- commissions.
20. The Claimant pleaded these heads of relief in the Statement of Claim.
21. Five, the Respondent has not denied that the Schedule emanated from itself.
22. Before the Court enters judgment on admission, it must satisfy itself that there is a clear, unambiguous and express admission either in the pleadings or prior correspondence.
23. The Schedule is clear and unambiguous on the dues the Respondent admitted owing the Claimant.
24. Lastly, a judgment or decree of a Court is one of the debts which can be placed a Liquidator or Receiver.
25. The Respondent is not under receivership or liquidation at the moment, and her action arises directly from an employment relationship and thus within this Court's jurisdiction.

Orders

26. In light of the foregoing, the Motion dated 6 May 2025 is allowed in the following terms:
 - i. A partial judgment on admission is entered in favour of the Claimant against the Respondent in the sum of Kenya Shillings Three Million One Hundred and Sixteen Thousand, Four Hundred and Twenty-One and Ninety-Two cents (Kshs 3,116,421.92).
 - ii. The award to attract interest at Court rates from today until payment in full.
 - iii. The Claimant is awarded costs of the Motion.

DELIVERED VIRTUALLY, DATED AND SIGNED IN MERU ON THIS 25TH DAY OF SEPTEMBER 2025.

RADIDO STEPHEN, MCIARB

JUDGE

Appearances

For Claimant ANO Advocates LLP

For Respondent Gordon Ogolla & Associates

Court Assistant Wangu

