



REPUBLIC OF KENYA



**Ngeno v AIC Litein Hospital (Employment and Labour Relations Cause E059 of 2023) [2024] KEELRC 2066 (KLR) (25 July 2024) (Judgment)**

Neutral citation: [2024] KEELRC 2066 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU  
EMPLOYMENT AND LABOUR RELATIONS CAUSE E059 OF 2023**

**HS WASILWA, J  
JULY 25, 2024**

**BETWEEN**

**ANDREW KIPKURUI NGENO ..... CLAIMANT**

**AND**

**AIC LITEIN HOSPITAL ..... RESPONDENT**

**JUDGMENT**

1. This suit was instituted by a Memorandum of claim dated 30<sup>th</sup> November, 2023, seeking the following reliefs;-
  - a. A declaration that the termination of the Claimant's employment by the Respondent was unlawful thus null and void and has no legal effect.
  - b. Damages for unlawful termination amounting to Kshs 1,395,170.59.
  - c. Interests on (b) above at Court rates from the date of filling the claim until payment in full.
  - d. A certificate of service as per section 51 of the Employment Act of 2007.
  - e. Costs of this claim.
  - f. Any other and further reliefs that this Honourable court may deem fit.
2. The Claimant stated that he was employed by the Respondent by a contract of employment dated 11<sup>th</sup> September, 2020 as a programme Site Co-ordinate on a two-year contract with effect from 1<sup>st</sup> October, 2020 till 30<sup>th</sup> September, 2022.
3. It is averred that the claimant was paid a basic salary of Kshs 57,498, House allowance of 20% of the basic salary, Leave allowance of Kshs 3,300 and gratuity of 10% of the basic salary at the end of the contract. He stated that his regulars working hours were 40 hours a week.



4. The claimant stated after expiry of his first contract he sought for renewal of his contract on 31<sup>st</sup> October, 2022 for a further term of two years with effect from 1<sup>st</sup> October, 2022 on the same basic salary but that the House allowance was now Kshs 11,499.60 per month, Medical allowance was Kshs 2,000, WRP allowance was Kshs 15,000 per month, Leave allowance was Kshs 4,300 and Gratuity at the rate of 7% of the basic salary at the end of the contract.
5. That he served the Respondent diligently but on 26<sup>th</sup> October, 2023 before his contract expired, he was issued with a termination letter without notice, reason and procedure, therefore that the termination was unfair.
6. The Respondent entered appearance on 14<sup>th</sup> December, 2023 and filed a Response to Claim and Counterclaim on 13<sup>th</sup> February, 2024 denying the claim but admitting to employing the claimant and stating that the claimant was paid leave allowance of Kshs 4,300 once a year.
7. It is stated that the circumstances that led to the termination of the claimant is that on 24<sup>th</sup> June 2023 the claimant was deployed to Orphans and Vulnerable Children(OVC) clinic under comprehensive care Clinic(CCC) , a department of the Respondent, as the programme Site Co-ordinator responsible for monitoring the attendance of patients booked for the activity, approving the days activities as per approved work plan and raising/preparing petty cash over payments made exclusively to patients who attended and participated in the activity.
8. That on 27<sup>th</sup> June, 2023 and based on the activity of 24<sup>th</sup> June, 2023, the claimant prepared petty cash voucher over payment of Kshs 28,000 which amount is equivalent to payment made to 70 patients at a flat rate of Kshs 400 per patient whereas only 34 patient over 52 patients expected/booked for the activity, actually attended and participated in the activity and whose viral load was taken and submitted to the Hospital laboratory. That the 34 patients were only persons legible to transport reimbursement of up of Kshs 13,600 on a lower scale of Kshs 400.
9. Based on this, an internal investigation was done to ascertain the number of patients attendees for the day. That the investigations comprised of staff interviews as well as scrutiny of documents including; list of patients booked for OVC activity scheduled for 24<sup>th</sup> June, 2023, Hospital laboratory records of OVC attendees whose viral loads were taken and submitted on 24<sup>th</sup> June, 2023, defaulter tracking register for the patients booked for the activity but never attended on 24<sup>th</sup> June, 2023, register for patients purported to have attended the activity, petty cash requisition and petty cash voucher approved by the claimant among others.
10. It is stated that the investigations unearthed fraudulent scheme by the claimant involving omission and intentional misstatement of information to cover fictitious expenditure of the day, for his own benefits while violating his duty to the Respondent.
11. Further that the claimant left the clinic/activity early without prior authorization thereby failing to ascertain the number of patients' attendees eligible for transport reimbursement. Secondly, preparing and approving payments for work not done and finally doctoring documents to cover up the fraud.
12. It is stated that on further scrutiny of the documents, it was discovered that the claimant had approved transport reimbursement of 70 patients attendees antithetical to 52 patients booked for the activity and against the 34 patients who actually attended and participated in the activity and whose viral load were taken and submitted to the Hospital laboratory. Further that the patients were paid a flat rate of Kshs 400 without regard to the varying rates depending on where the attendees resided.
13. Based on the foregoing, the claimant was issued with a Show cause letter dated 7<sup>th</sup> August, 2023, which gave the particulars of the charges against him and the consequences if the charges are proved. He



was then granted time to respond to the Show Cause letter , which he responded by the letter of 18<sup>th</sup> August, 2023 , however the explanation given in the letter was not satisfactory ,causing the Respondent to schedule a disciplinary hearing for 31<sup>st</sup> August, 2023, which was postponed by the claimant's request send via email on 1<sup>st</sup> September, 2023.

14. That the disciplinary hearing was now scheduled for 24<sup>th</sup> October, 2023, where the claimant was heard in his defence and upon hearing his defence, it was concluded that the claimant and one Paul Bett, the programme Accountant were found to have neglected their respective duties during the OVC activity and defrauded the Respondent a sum of Kshs 14,400. Consequently, the two staff members were dismissed by the letter of termination dated 26<sup>th</sup> October, 2023.
15. From the foregoing, it was stated that the Respondent had reasonable and sufficient grounds to find the claimant to have acted to a substantial detriment of the Respondent and thus, they were justified for the termination to his employment.
16. The particulars of fraud and negligence were listed as follows;-
  - a. Preparing and approving petty cash voucher for transport reimbursement of 70 patients contrary to 34 patients who actually attended the clinic and whose viral load was taken and submitted to the Hospital Laboratory, thus legible for transport reimbursement.
  - b. Preparing and approving petty cash voucher for transport reimbursement of 70 patients against the 52 patients booked for the OVC Clinic contrary to approved work plan.
  - c. Preparing and approving petty cash for transport reimbursement made to defaulters/ (patients who never attended the OVC clinic though booked.
  - d. Preparing and approving petty cash vouchers for payment made twice and thrice to some of the patients against the policy.
  - e. Preparing and approving petty cash vouchers for transport reimbursement at a flat rate of Kshs 400 against the policy of varying rate depending on the residence of the attendees.
  - f. Manipulating/doctoring the records of attendees for the day from Serial No. 35 to Serial No. 70 to cover fraud and/or misappropriation and embezzlement of funds to the tune of Kshs 14, 400.
  - g. Raising petty cash for the activity not done and/or not completed.
  - h. Preparing and approving petty cash voucher over worked not supervised and documents not interrogated.
  - i. Failing, refusing and/or neglecting to scrutinize and supervise the list of attendees Vis-a Vis the list of 50 patients booked for appointment and vis-a-sis list of 70 patients said to have attended the OVC clinic.
  - j. Failing to monitor the attendance and activities of the day in line with the work plan to avoid fraud and misappropriation of funds.
  - k. Approving requests made by staff which were contrary to the approved work plan.
  - l. Negligence of duty and misconduct by spending/directly benefitting from monies meant for an activity.
  - m. Loss of Kshs 14,400/= under his supervision.



- n. Loss of the Respondent's work Laptop personally assigned to and handled by him.
  - o. Perpetrating an illegality to unjustly enrich himself.
17. That despite raising the issues herein with the Claimant, he refused to refund the money fraudulently obtained of Kshs 14,400 and refused to return the work Laptop issued to him worth Kshs 45,000. Therefore the Respondent counterclaimed for these money and laptop and sought for the following reliefs in the counterclaim;-
- a. Kshs 14, 400/= pocketed/used and unaccounted for.
  - b. Laptop whose estimated value is Kshs 45,000.
  - c. Costs of this Counterclaim and the Claim.
  - d. Interest in (a) and (b) above until payment in full.
  - e. Any other relief that the court thinks just and fit to award
18. In rejoinder, the claimant filed a response to defence and Counterclaim on 28th February, 2024 and reiterated his claim and prayed for the Counterclaim to be dismissed with costs.
19. During hearing, the claimant testified as CW-1 and adopted his statement of 30<sup>th</sup> November, 2023 and stated that he not in any gainful employment after his termination from the Respondent's employment. He produced the documents as per the list of documents dated 30/11/2023 as exhibit 1-3 respectively.
20. Upon cross examination, he testified that he has worked for the Respondent in two contracts with the last one expected to run from October 2022 to 2024 but that he was terminated on 26<sup>th</sup> October, 2023 without valid reason and due procedure. He testified that in the disciplinary hearing, he was asked to explain how the programme runs and not the allegations in the Show cause letter. He testified that among the allegation in the Show cause letter was with regard to petty cash vouchers that were not tallying . He told this Court that he responded to the show cause however that he was not aware of the charges against him.
21. Upon further cross examination, he testified that he was entitled to 30 days leave per year but that the contract provided for 26 days, nonetheless that he never went for any leave. With regard to the laptop, he stated that he handed over the key to his office which had the laptop and never accessed the office again.
22. On re-examination, he testified that he was in charge of programme coordination and implementation of activities and never handled cash. He testified that he never approved any cash but that he was approving activities which was informed by a list he received from the Respondent. He told this court that the list was approved by other staff such as nurses. He reiterated that the Show cause letter did not have any charges against him. He testified that he has worked for the Respondent for 4 contract and at the end of each contract he was always paid gratuity pay but that in the last contract, he was not paid any gratuity.
23. The Respondent on the other hand called Richard Koech, the Head of Finance and Administration, who testified as RW-1. He adopted his witness statement of 8/2/2024 and produced the Respondent's documents of even date as Exhibit 1-15 respectively.
24. Upon cross examination, he testified that the claimant was first employed in 2014 as a programme coordinator. He testified that the claimant was terminated for defrauding the Respondent. That the



Respondent carried out investigations to uncover the said fraudulent acts. He admitted that he is the one that approves all payment but that the requisitions were made by the claimant. He also confirmed that he is the last person that signs before payments are made.

25. Upon further cross examination, he testified that the claimant used to leave work before time but that there was no register maintained by the Respondent to affirm that fact. He testified that the claimant took Kshs 14,400 and his work laptop, which is the basis of the Respondent's counterclaim. He concluded by stating that the claimant was not handling money.
26. On re-examination, he testified that the claimant used to prepare petty cash requests. He told this Court that the claimant left work before time as such did not perform his duties diligently in effect patients that should not be paid were paid. He stated that the claimant was given documents number 11(a) to (h) before the disciplinary hearing.

### **Claimant's Submissions**

27. The claimant submitted on two issues; whether the Claimant's dismissal was unfair and whether the Claimant is entitled to the reliefs sought.
28. On the first issue it was submitted that in arriving at the decision to dismiss him from employment, the Respondent did not adhere to both substantive justification and procedural fairness as held by the Court in *Walter Ogal Anuro V Teachers Service Commission* (2013)eKLR the court held that;

“for a termination of employment to pass the fairness test, there must be both substantive justification and procedural fairness .Substantive justification has to do with establishment of a valid reason for the termination while procedural fairness addresses the procedure adopted by the employer in effecting the termination”.

29. Accordingly, it was argued that it was not contested that the Claimant was at the time of dismissal serving the Respondent as the Programme Coordinator. Hence section 43,45(2) and 47(5) of the *Employment Act, 2007* places the burden of prove of the reasons for termination on the employer. However that the reason given of engaging of fraudulent activities was not proved. In support of this, he relied on the case of *Nicholas Otinyu Muruka v Equity Bank (K)Ltd* Cause No.25 of 2013 where the court observed as follows;

“The employer must demonstrate reasonable and sufficient ground that links an employee to acts of criminal nature that amounts to gross misconduct to justify a summary dismissal Otherwise if the employers are allowed to hold mere suspicions they would use these simple reasons to harass and intimidate their employees for no just cause”.

30. He also relied on the case of *British Leyland UK Ltd v Swift* (1981). R17 p 91 Lord Denning described that the test of reasonableness on the following words;

“The correct test is, was it reasonable for the employers to dismiss him? If no reasonable employer would have dismissed him, the dismissal was unfair but if a reasonable employer might reasonably have dismissed him, the dismissal was fair, It must be remembered in all these cases that there is a bond of reasonableness, within which employer might reasonably take one view; one would quite reasonably takes a different view one would quite reasonably dismiss the man .The other quite reasonably keeps him .Both views may be quite reasonable. If it was quite reasonable to dismiss him, then the dismissal must be upheld as fair even though some other employers may not have dismissed him.”



31. Consequently, that RW-1 confirmed on cross examination that the work of the claimant was preparing vouchers in line with the names that are forwarded to him. After preparing the vouchers the same is scrutinized by the signatories who after confirmation effects payments and at no given point did the claimant handled cash or directly paid the claims without any further scrutiny. Moreover, that RW-1 confirmed that Claimant had never been charged with any criminal charges in respect to the allegations herein. Therefore that the reasons for dismissal were not valid, fair and justifiable. And thus the Claimant's dismissal was substantively unfair.
32. On procedure, it was submitted that section 41 of the *Employment Act* provides for procedure for termination and the right for an employee to be heard before termination is sacrosanct. In this, he relied on the case of *David Gichena Omuya V Mombasa Maize Millers Limited* (2014) eKLR, where the court held that the requirements of Section 41 of the *Employment Act* have along pedigree in administrative /public law and are referred as the rules of natural justice.
33. Also in *Pelecia Olum v Export Processing Zones Authority* cause No. 194 of 2013 ,the court observed that;

“ there is now firm jurisprudence in the industrial court on the standard to be observed in a disciplinary hearing within the meaning of section 41. In a nut shell, an employee facing disciplinary action must be clearly notified of reason why disciplinary action is being considered. The employee then given an opportunity to face their accuser(s) in a conducive environment that allows accompaniment by either a shop floor representative or a fellow employee”.
34. On that basis, it was argued that the claimant did not meet his accuser(s) during the disciplinary meeting and therefore he was not accorded a fair opportunity to cross examine his accuser(s) and/ or the investigator(s). Further that the disciplinary hearing minutes did not indicate how the charges were read out to the Claimant and how the Claimant pleaded to the same. Equally, the said minutes do not have the names of the witnesses that were availed by the Respondent during the disciplinary hearing in support of its case against the Claimant and how the said witnesses were cross examined by the Claimant.
35. It was also argued that the conduct of the Head of Finance who testified during the disciplinary hearing were clear that an adverse and prejudicial determination on his culpability had already been made on information that was not sufficiently disclosed to him despite several requests and therefore the disciplinary hearing convened by the Respondent was as a mere formality to sanitize a biased and pre-determined outcome. Moreover, that the disciplinary hearing took barely twenty minutes and within those minutes he was not given sufficient time to defend himself. On that note, it was submitted that the procedure fell short of the requirement of section 41 of the *Employment Act* and thus was not fair.
36. On reliefs sought, it was submitted that the Claimant has demonstrated exceptional circumstances for grant of the said relief to wit that the Claimant had served the Respondent for more than Five years with full dedication to his work and service and that during the said period he had a clean employment record devoid of disciplinary proceedings. Additionally, that the reason for termination were not substantiated and the process was a sham. Hence that the claimant is entitled to the reliefs sought in the Claim.



## Respondent's Submissions

37. The Respondent equally submitted on two issues; whether the termination of the Claimant's services was valid both procedurally and substantively and whether the Claimant is entitled to the remedies sought.
38. On validity of reason for termination, it was submitted that the reasons given for termination were well captured in the Show Cause. It was argued that the that the Claimant as the Programme Coordinator had other duties over and above preparation of petty cash to include planning, coordinating, and overseeing employees/staff for various programs for the said clinic as capture in the said Show cause letter dated 18/8/ 2023.
39. That in so far as overseeing planned activities for the day, the Claimant as the programme coordinator was in possession of list of 52 OVC patients booked for appointment, this list was the guiding document which would later inform decision on who would be legible for transport reimbursement on confirming whether all 52 had attended/participated or not and subsequent preparation of the petty cash.
40. Conversely, that the Claimant prepared petty cash vouchers for transport reimbursement of 70 participants whereas the records indicated that only 34 patients out of 52 booked for the activity had attended/ participated and whose viral load had been taken and submitted to the Hospital Laboratory. Therefore, that his failure in confirming the attendance of the patients and ensuring that only merited people were paid transport reimbursement was in negligence of his role. In addition, that it was negligent of him to prepare petty cash for transport reimbursement of 70 patients contrary to 34 patients who actually attended the clinic and over the 52 patients booked for the activity without interrogating, checking and counter checking the document.
41. It was argued that for the Claimant to conclude that the document was sufficient and satisfactory, he ought to have analysed and scrutinize the same and even go an extra mile to confirm from other documents (list of patients whose viral load had been take, list of patients booked for the exercise as well as oversee the activity) to avoid fraud and misappropriation of funds. However, this was not done and the claimant is to blame for the loss occasioned to the Respondent.
42. On the threshold to be met in determining whether the reasons for termination is justified, It was argued that all that employer need to only prove that it has reasonable believe that the allegations existed. In this, the Respondent relied on the Court of Appeal case of *Kenya Revenue Authority V Rewel Waitbaka Gitabi & 2 Others* [2019] eKLR, where it was held that;-
- “The standard of proof is on a balance of probability, not beyond reasonable doubt, and all the employer is required to: prove are the reasons that it “genuinely believed to exist,” causing it to terminate the employee's services. That is a partly subjective test.”
43. The Respondent also relied on the case of *Thomas Sila Nzivo v Bamburi Cement Limited* [2014] eKLR where the court observed as follows: -
- “The Respondent had reasonable and sufficient grounds to suspect the Claimant of having acted to the substantial detriment of the Respondent and its property, and was justified in summarily dismissing the Claimant under Section 44 [4] [g] of the *Employment Act* 2007. The Employer was not required to have conclusive proof of the Claimant's involvement; it was only expected to have reasonable and sufficient grounds. The physical audit, the



discovery that no oil was available even as the Claimant protested he received such 07] ere all gave the Respondent reasonable and sufficient grounds to act against the Claimant.’

44. Similarly, it was submitted that the Claimant’s action and omission of turning a blind eye, ignoring, watching and participating in fraudulent acts by failing to monitor the attendance and activities of the day in line with the work plan and Preparing and approving petty cash voucher over worked not supervised and documents not interrogated are evidence of negligence of duty and misconduct on his part. Hence the Claimant wilfully, neglected and performed his duty carelessly and improperly leading to the Respondent loss.
45. On due Process, the Respondent relied on the case of *Kenfreight (EA) Limited v Benson K Nguti* [2016] eKLR, the Court of Appeal held:

“ Apart from issuing proper notice according to the contract (or payment *In lieu* of notice as provided), an employer is duty-bound to explain to an employee In the presence of another employee or a union official, in a language the employee understands, the reason or reasons for which the employer is considering termination of the contract, In addition an employee is entitled to be heard and his representations, if any, considered by an employer before the decision to terminate his contract of service is taken. ”

46. Similarly, it was submitted that the claimant was given reason why his services were terminated. He was informed of his transgressions by a Show cause letter dated 7<sup>th</sup> August, 2023 where the Claimant had responded to the same through letter dated 8<sup>th</sup> August, 2023 and by another letter dated 29<sup>th</sup> August, 2023 the claimant was invited for a disciplinary hearing scheduled for 31<sup>st</sup> August, 2023. However, through the Claimant’s request vide an email of 1<sup>st</sup> September, 2023, the hearing was postponed. He was subsequently issued with another invitation letter dated 17<sup>th</sup> October, 2023, for a disciplinary hearing scheduled for 24<sup>th</sup> October, 2023 at 10:00 am. That in the said letter, he was advised to bring a witness to the proceedings if he so desired. That during hearing, the Respondent’s disciplinary Committee heard the Claimant’s evidence and submissions and after deliberating over the evidence adduced for and against the charges, concluded that the Claimant and one Paul Bett, the programme accountant, both neglected their respective duties during the OVC activity, as the two members of staff were aware and participated in the fraud of 24.6.2023 where the Respondent incurred a loss of Kshs 14,400 and that the two should be held responsible. Hence proper disciplinary procedure was observed.
47. On the reliefs sought, it was submitted that from the evidence adduced by the Respondent and its witness, the Respondent lost Kshs 14,400/= as a result of negligent approval and fraudulent transaction that was made/prepared by the Claimant and the Respondent’s work laptop valued at Kshs 45,000 and that at the time of this loss, the Claimant was in charge of overseeing the activity and preparation of petty cash. Hence the termination was justified and the claim herein should be dismissed in its entirety.
48. On specific claim of unpaid house allowance; unpaid leave for 25 months; and service pay, it was submitted that they are continuous injuries and ought to be brought within 12 months once the breach arises as provided under Section 90 of the *Employment Act*. In support of this, the Respondent relied on the case of *Deirdre Naserian & 3 others v Judicial Service Commission* [2020] eKLR where Justice Radido held that: -

“ ... For, if indeed the preposition by the Claimants is correct, they were under an obligation to present their claims within 12 months of the cessation of the continuing injury (ies) and



that could only be within 12 months of dismissal or stoppage of allowances, payment of salaries and/or breach of contract...

49. The Respondent also relied on the case of *Kengo Bakari Mwandogo v Kaluworks Limited* [2020] eKLR where the Court held that:-

“The claim for leave pay, being a continuing injury within the meaning of Section 90 of the *Employment Act*, ought to have been filed within twelve (12) months next after cessation.”

50. That going by the interpretation, the claim for severance pay of 25 months, leave allowance for 25 months should ought to have been done within 12 months, thus the claim is statute barred.

51. I have examined all evidence and submissions of the parties herein. The issue for this court’s determination are as follows:

- (1) Whether the Claimant’s termination was fair and justified.
- (2) If Yes, if the Claimant is entitled to the remedies sought.

### **Issue No. 1**

52. The Claimant was terminated vide a termination letter dated 26<sup>th</sup> October 2023 which indicated as follows:

#### “Termination Of Contract

This is to inform you that the Hospital Management has decided to terminate your contract with immediate effect. As per your employment contract agreement, the Hospital will pay you one-month salary in lieu of notice. Your last working day for purpose of pay will be 30<sup>th</sup> October 2023. You will be entitled to the following benefits:

- a. Salary for the days worked up to and including 30<sup>th</sup> October 2023.
- b. One month’s salary of Kshs 85,997.60 *in lieu* of notice.
- c. Leave days earned but not taken for the year 2023.

Please note that the terminal benefits payable to you shall be less any outstanding dues owed to the Hospital and statutory deductions. Attached, please find your release letter and clearance form for your action to facilitate timely payment of your final dues.

We wish to thank you for the services you offered to AIC Litein Hospital. We wish you God’s blessings in your endeavours.”

53. The letter above never gave reasons for the termination. Before this termination, the Claimant was serving on a 2 years contract with effect from 1<sup>st</sup> October 2022 and which was to run to 31<sup>st</sup> October 2024. The contract was therefore terminated 1 year before its due date.

54. Before the Claimant’s termination he was issued with a Show Cause letter which stated that he was to show cause why disciplinary action should not be taken against him for the fact that on 24<sup>th</sup> June 2023, during the paediatric clinic, 34 participants attended the meeting but that 70 participants received transport reimbursement totalling Kshs 28,000 after petty cash vouchers were prepared by him for necessary approval.



55. The Claimant responded to the show cause letter vide his letter dated 22/8/2023. He was thereafter invited for a disciplinary hearing which was scheduled for 24/10/2023.
56. I have looked at these minutes of disciplinary hearing of 24/10/2023. The minutes do not show any indication that a witness was called to testify in these proceedings. There is also no indication that the Claimant was also asked to give his evidence on allegations against him.
57. The disciplinary hearing envisaged for such a case is as provided for under section 41 of the Employment Act 2007. It is however apparent that this procedure was followed.
58. In the circumstances, I find the disciplinary process was flawed. In terms of section 45 (2) of the Employment Act 2007 for there to be a fair dismissal, there must both be established the existence of valid reasons and a fair hearing.
59. As indicated herein, the dismissal letter of the Claimant does not state reasons for Claimant's dismissal and therefore it is not possible to discern whether or not there were valid reasons for Claimant's dismissal or not. In the circumstances of these case, I therefore find that the Claimant's dismissal was unfair and unjustified.
60. On remedies sought, having found as above, I find for Claimant and award him as follows:
61. 1. 6 months' salary as compensation for the unfair termination given that he had 12 months of his contract unspent. This translates to  
 $6 \times 68997.6 = 356,487.6$
62. I also award him his gratuity on the 2 years contract  
10% of 68097.6 x 24  
= 10% of 1,655,942.4  
= 165,594.24  
Total = 522,081.84  
Less statutory deductions
63. The Respondent will pay costs of this suit plus interest at court rates with effect from the date of this judgment.

**JUDGEMENT DELIVERED VIRTUALLY THIS 25<sup>TH</sup> DAY OF JULY, 2024.**

**HON. LADY JUSTICE HELLEN WASILWA**

**JUDGE**

In the presence of: -

Miruka for Claimant

Chepkulul for Respondent

Court Assistant - Fred

