



**Miano v Kenya Institute of Management (Cause E172 of 2023)
[2024] KEELRC 2172 (KLR) (30 August 2024) (Ruling)**

Neutral citation: [2024] KEELRC 2172 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E172 OF 2023
J RIKA, J
AUGUST 30, 2024**

BETWEEN

ANNE WANJIRU MIANO CLAIMANT

AND

THE KENYA INSTITUTE OF MANAGEMENT RESPONDENT

RULING

1. The Claimant is an Advocate of the High Court of Kenya.
2. She was employed by the Respondent as Legal Counsel/Company Secretary, in a contract limited to a term of 3 years, on 25th September 2018. The contract was renewable. Her salary was Kshs. 220,000 monthly.
3. She resigned on 6th May 2021. The Respondent accepted her resignation on 10th May 2021.
4. Her terminal benefits were computed by the Respondent, at Kshs. 1,832,300. She did not dispute computation. The Respondent paid the sum in instalments, but stopped payment. A sum of Kshs. 1,313,300 remains unpaid, which necessitated the filing of this debt recovery Claim.
5. The Respondent concedes owing the Claimant the sum pleaded, stating it is experiencing financial constraints. It is indebted to other creditors as well.
6. The Claimant filed an Application on 20th February 2024, asking the Court to enter Judgment on admission, in her favour; or, by striking out the Statement of Response and Counterclaim.
7. Parties confirmed filing and exchange of their Submissions at the last appearance before the Court, on 10th July 2024.



The Court Finds: -

8. This dispute is unnecessary. The Parties disengaged consensually. There was no disagreement on terminal benefits payable. The Claimant even accepted payment through instalments. She received some payments through instalments. There is no reason by the Respondent to justify its unilateral decision, to stop paying the Claimant her full terminal benefits. Having financial constraints, cannot be a good ground, for denying a legal professional who has rendered faithful service, in accordance with the terms of her contract, payment of her terminal dues. It is over 3 years since she left employment. If the Respondent needed time, to arrange payment, that was granted, when the Claimant acceded to staggered payments. There was no reason for the Respondent to cease payments. When an Employee leaves employment, terminal benefits due, must be paid promptly, to enable the Employee plan for the hereafter. This Claim could have been avoided.

It is ordered: -

- a. Judgment is entered on admission in favour of the Claimant for the sum of Kshs. 1,313,300.
- b. The Statement of Response and Counterclaim are struck out.
- c. Costs to the Claimant.
- d. Interest granted at court rate, from the date of Judgment, till payment is made in full.

DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY AT NAIROBI, UNDER PRACTICE DIRECTION 6[2] OF THE ELECTRONIC CASE MANAGEMENT PRACTICE DIRECTIONS, 2020, THIS 30TH DAY OF AUGUST 2024.

JAMES RIKA

JUDGE

