



REPUBLIC OF KENYA

IN THE INDUSTRIAL COURT OF KENYA

AT NAIROBI.

(Present: Charles P. Chemmutut, J.)

CAUSE NO. 74 OF 2002.

KENYA UNION OF DOMESTIC, HOTELS, EDUCATIONAL

INSTITUTIONS, HOSPITALS & ALLIED WORKERS.....Claimants.

v

CHANIA BOYS' HIGH SCHOOL.....Respondents.

**Issue in Dispute:-**

**Wrongful termination of services of:-**

1. **Elijah Shijire.**
2. **Ann Njoki Kamau.**

**William W. Wahome, Secretary General, for the  
Claimants (hereinafter called the Union).**

**Gerald Magani, Advocate, of Dola Magani & Co., Advocates,  
for the Respondents (hereinafter called the School).**

**A W A R D.**

This dispute was referred to the Court for consideration and determination by the Minister for Labour on 7<sup>th</sup> October, 2002, under powers vested in him by Section 8 of the Trade Disputes Act, Cap.234, Laws of Kenya (which is hereinafter referred to as the Act). The Minister's reference, together with the statutory certificates from the Labour Commissioner and the Minister himself under Section 14(9)(e) and (f) of the Act, were received by the Court on 8<sup>th</sup> October, 2002. The Union submitted its memorandum on 17<sup>th</sup> February, 2003, and the School filed its reply statement on 10<sup>th</sup> April, 2003.

Consequently, there were negotiations between the parties for settlement of the dispute and some adjournments were taken by them for this purpose; and to-day, the parties presented the following settlement:-

“(a) Ksh.30,000/= to Elijah Shijire – Cheque No.101662 Consolidated Bank Thika.

(b) Ksh.20,000/= to Ann Njoki Kamau Cheque No.101663 dated 20<sup>th</sup> September 2003 Consolidated Bank Thika.

The Balances will be paid thro' Post Dated Cheques dated 30<sup>th</sup> January 2004

VIZ: Elijah Shijire Cheque No.101664 for Ksh.107,775.00 (Kenya Shillings One Hundred Thousand and Seven, Seven Hundred and Seventy Five only) and Ann Njoki Kamau Cheque No.101665 for Ksh.67,675.00 (Kenya Shillings Sixty Seven Thousand, Six Hundred Seventy Five

only).”

In my humble opinion, the terms of settlement are fair and reasonable and I award in terms thereof.

**DATED** and given at Nairobi this 19<sup>th</sup> day of September, 2003.

**Charles P. Chemmutut,**

**JUDGE.**