

REPUBLIC OF KENYA

IN THE EMPLOYMENT & LABOUR RELATIONS COURT AT NAIROBI

APPEAL NUMBER E058 OF 2024

STANLEY MAZIRI INGATI.....APPELLANT

-VERSUS

SECURKENYA GROUP LIMITED..... RESPONDENT

(Being an Appeal from the Judgment and Decree of the Hon. L. Ambasi (CM) delivered on 23rd February, 2025 in Milimani MCELRC No. 1615 of 2021)

CORAM

Before Lady Justice J.W.Keli

C/A Otieno

JUDGMENT

1. The Appellant herein, being dissatisfied with the Judgment and Decree of the Hon. L. Ambasi (CM) delivered on 23rd February, 2025 in Milimani MCELRC No. 1615 of 2021 between the parties filed a Memorandum of Appeal dated the 4th of March 2024 seeking the following orders:-

a)The judgment decision of the Chief Magistrate be set aside wholly and substituted with a judgment in favour of the Appellant by quantum assessment as prayed in the claim.

And by finding that the termination was unfair, done instantly, unfairly and in an unjustified manner, without valid reason, and award maximum compensation as prayed in the statement of claim.

GROUND OF THE APPEAL

2. The Honourable Trial Magistrate erred in law and in fact by finding that a contract of employment could be terminated unfairly and instantly as long as the notice period is invoked and paid by the employer with regard to procedural fairness and rules of natural justice under the Employment Act and Fair Administrative Act.
3. The Honourable Trial Magistrate erred by finding that an employer could disregard the limits of natural justice and fair labour practice, and simply invoke the notice period and bring the contract of employment to an end instantly and unfairly without reasons and being heard under Section 41 of the Employment Act.
4. The Honourable Trial Magistrate erred by failing to agree with the Appellant's case that under Section 45 of the Employment Act, an employer has an obligation to prove valid reasons for termination before invoking the notice period.
5. The Honourable Trial Magistrate erred by finding that once the Appellant executed a discharge document, then his claim for unfair termination does not lie.
6. The Honourable Trial Magistrate erred by failing to assess the quantum of damages even on dismissal of the claim.

BACKGROUND TO THE APPEAL

7. The Appellant filed a claim against the Respondent vide a statement of claim dated the 3rd of September 2021 seeking the following orders:

- a. A declaration that the claimant's termination was unfair and unlawful.
- b. Damages and compensation as prayed above at paragraph 10.
- c. Interests and costs.

(see pages 3-4 of the ROA dated the 30th of January 2025)

8. The Appellant also filed his witness statement dated 3rd September 2021, list and bundle of documents of even date with the bundle of documents attached (pages 5-17 of ROA).

9. The claim was opposed by the Respondent who entered appearance and filed a memorandum of response dated the 11th of November 2021 (pages 18-21 of ROA). They also filed a list of witnesses, witness statements of one Patricia Wanjiku, and a list of documents, all dated 11th November 2021 (pages 22-33 of ROA). The Respondent later substituted their witness with the leave of the court and filed a witness statement of Mulwa Kitheka dated 7th August 2022 (pages 34-35 of ROA).

10. The Plaintiff's/Appellant's case was heard on the 2nd of November 2022, where the Plaintiff testified in the case. He relied on his witness statement as his evidence in chief, produced his documents, and was cross-examined by counsel for the Respondent, Mr. Matunda (pages 47-50 of ROA).

11. The Respondent's case was heard on the 23rd of November 2023, when the Respondent's witness, one Mulwa Kitheka, testified in the case. He relied on his witness statement as his evidence in chief, produced the Respondent's documents, and was cross-examined by counsel for the Appellant, Mr. Nyende (pages 52-53 of ROA).
12. The parties took directions on filing of written submissions after the hearing. The parties complied.
13. The Trial Magistrate Court delivered its judgment on the 26th of February 2024, dismissing the Appellant's claim, with costs to the Respondent (Judgment at pages 55-58 of ROA).

DETERMINATION

14. The appeal was argued through written submissions. Both parties submitted their cases.
15. This being a first appellate court, it was held in Selle v Associated Motor Boat Co. [1968] EA 123 that:- *“The appellate court is not bound necessarily to accept the findings of fact by the court below. An appeal to the Court of Appeal from a trial by the High Court is by way of a retrial and the principles upon which the Court of Appeal acts are that the court must reconsider the evidence, evaluate it itself and draw its own conclusions though it should always bear in mind that it has neither seen nor heard the witnesses and should make due allowance in this respect. In particular the court is not bound necessarily to follow the trial Judge's findings of fact if it appears either that he has clearly failed on some point to take account of particular circumstances or probabilities materially to*

estimate the evidence or if the impression based on the demeanor of a witness is inconsistent with the evidence in the case generally.”

16. Further in on principles for appeal decisions in Mbogo V Shah [1968] EA Page 93 De Lestang V.P (As He Then Was) Observed At Page 94:

“I think it is well settled that this court will not interfere with the exercise of its discretion by an inferior court unless it is satisfied that its decision is clearly wrong, because it has misdirected itself or because it has acted on matters on which it should not have acted or because it has failed to take into consideration matters which it should have taken into consideration and in doing so arrived at a wrong conclusion.”

Issues for determination

17. In his submissions dated the 26th of May 2025, the Appellant submitted on the appeal generally.
18. The Respondent, in their submissions dated 3rd June 2025, identified the following issues for determination:-
- i. Whether the learned Magistrate correctly held that the Claimant was rightfully and procedurally terminated pursuant to clause 8 of the employment contract?
 - ii. Whether the learned Magistrate correctly held that payment of the Claimant’s final dues and execution of the discharge document settled the Claimant’s dues?
 - iii. Whether the learned Magistrate correctly held that the Claimant’s dues had been paid in full and as such his claim for damages was not founded?

iv. Whether the Respondent should be awarded costs of the Appeal?

19. The court having perused the grounds of appeal and the submissions by the parties was of the considered opinion that the issues placed by the parties before the court for determination in the appeal were-

i. **Whether the learned Magistrate correctly held that the Claimant was rightfully and procedurally terminated pursuant to clause 8 of the employment contract?**

ii. **Whether the learned Magistrate correctly held that payment of the Claimant's final dues and execution of the discharge document settled the Claimant's dues?**

iii. **Whether the appellant was entitled to relief sought.**

Whether the learned Magistrate correctly held that the Claimant was rightfully and procedurally terminated pursuant to clause 8 of the employment contract?

20. The appellant submitted that in Kithao V Ital Global Limited (Appeal E070 Of 2023) [2024] KEELRC 1769 (KLR) (28 June 2024) at paragraph 34 it was observed -

“34. I hear the Respondent's Counsel as suggesting that for as long as the employer issues the contractual termination notice and or pays notice in lieu of notice, the termination of an employee will be considered procedurally fair under Section 41 of the Employment Act. With great respect, this reasoning is wholly erroneous; in ignorance of the scope of the mandatory procedural requirements under Section 41 of the Employment Act; and one that if accepted could lead to a grave diminishment of the rights and protections for employees, that the new employment and labour relations legal regime that came in post 2007, set in with.” In the case the Court while dismissing the employer's argument that they can invoke

the contract termination notice, went ahead to restate that Section 45 of Employment Act that enjoins an employer before undertaking any termination to comply with two statutory aspects. That is procedural fairness and substantive justice and stated at paragraph 37 - "... *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 to effect the termination.*" The court quoted the mandatory provision of Section 41 as regards fairness in termination irrespective of whether the contract had a notice clause of the termination to the effect that - Section 41 of the Employment Act provides for a mandatory procedure that must be complied with by any employer contemplating terminating an employee's employment, of dismissing an employee from employment. The procedure is sequential. It embodies three components, the notification component-the employer must inform the affected employee of the intention and the grounds stirring it, the hearing component, the employee must be given adequate time to prepare and make a representation on the ground[s]. In this component too, is the right of accompaniment by a colleague of their choice or a trade union representative [where he/she is a member of a trade union], Lastly, consideration component, the employer must consider the representations made by the employee and or the accompanying person, before taking a decision.

21. The appellant submitted that Section 43 of Employment Act requires the employer to state and prove the reason of termination. Both the Respondent termination letter dated 16th June 2021 and witness evidence simply stated they were activating the clause 8 being the

termination notice. That it is trite law that discharging the burden under Section 43 of the Act, entails more than just stating that the employee's employment was terminated for this reason or that. There must be sufficient evidence to demonstrate that truly and genuinely, the reason existed. It is imperative to state that the law imposes a further burden on the employer under Section 45 [2] of the Act, to prove that the reason[s] was valid and fair. This speaks to substantive fairness.

22. That the Supreme Court in decision of BENSON-K.-NGUTI in harmonizing 2 court of appeal decisions held that an employer who invokes a contract termination clause, and proceeds to terminate an employee, and pays the notice period without compliance with procedural and substantive fairness under Employment Act will be deemed to have unfairly and wrongfully terminated an employee in terms of Sections 41, 43 (a), 45 (2) (a) (b), and 47 (5) of the Employment Act. The employee ought to be accorded a disciplinary hearing and reasons of termination given.

Respondent's submissions

23. Conversely, the respondent urged that the trial court decision was correct on the termination. In determining the matter, the Magistrate held as follows:- The Claimant is not entitled to the reliefs he is seeking primarily because his contract was terminated pursuant to clause 8 of the Employment Contract. That the Learned Magistrate correctly observed that the Employment Contract entered into and executed by the two parties provided for termination of the contract through notice under Clause 8 as follows:- *“Termination. This contract may be terminated by either party by giving fourteen (14) consecutive days’ notice in writing or salary in lieu of notice as the case may be. In case of any gross misconduct,*

negligence, omission or insubordination, the company reserves the right to terminate your service summarily and without notice.” As per the above clause, both the Respondent and the Claimant were at liberty to terminate the contract at any point of employment by giving a 14-day notice or salary in lieu of notice. The Claimant agreed to these terms when executing the Employment Contract, and had knowledge of the said clause without complaint until it was invoked. It is common ground that the Respondent paid the Claimant in lieu of notice, the Respondent acted as per the contractual clause. It is trite law that contracts belong to the parties and courts cannot be invited to re-write contracts but to enforce. Hon. Kizito Magare in Justus Ntabo Gekone v Embassava Sacco Society Limited (Civil Appeal 1 of 2023 & E637 of 2021 (Consolidated)) [2024] KEHC 9391 (KLR) (Civ) (30 July 2024) (Judgment) quoted the court in National Bank of Kenya Ltd v Pipeplastic Samkolit (K) Ltd & another [2001] e KLR as follows: - *“A Court of law cannot re-write a contract between the parties. The parties are bound by the terms of their contract, unless coercion, fraud or undue influence are pleaded and proved. There was not the remotest suggestion of coercion, fraud or undue influence in regard to the terms of the charge.”* The Employment Contract entered into herein was legal, concise and voluntarily executed by both parties, and it was equally legally terminated through payment in lieu of notice as per the guidelines of Clause 8. The assertions by the Appellant that the contract was unfairly terminated are unfounded as his claim does not lie.

24. This court, on re-evaluation of the evidence before the trial court, found that it was not in dispute that the employment of the appellant was terminated vide a notice and payment in lieu without reasons based on his misconduct, capability or operational requirements as

stated in section 45 of the Employment Act, being disclosed. The trial court found that the termination was based on contract hence no issue of unfairness. The appellant aggrieved on appeal stated that for lack of procedural fairness and valid reasons his employment termination was unfair.

25. The court finds that the issue of fairness of termination of employment by way of notice under contract has been settled by the Supreme Court in Kenfreight (EA) Limited v Nguti (Petition 37 of 2018) [2019] KESC 79 (KLR) (23 July 2019) (Judgment) where it held-*‘One of the ways in which an employment contract could be terminated was the issuance of notice under section 35 of the Employment Act. There was a right under section 35 as read with section 46 of the Employment Act for an employee terminated via notice to dispute the lawfulness of the termination. Further, under section 36 of the Employment Act, either party to an employment contract to which section 35(5) applied could terminate the contract without issuing notice while paying remuneration which would have been paid during the notice period.’* In the instant case the lower court held that the appellant was not entitled to the reliefs he is seeking primarily because his contract was terminated pursuant to clause 8 of the employment contract. I uphold and apply the decision of the Supreme Court (Nguti) to hold that while the employer can invoke the notice, the employee has a right to challenge the fairness of the termination. The Supreme Court upheld the decision of the Court of Appeal and held as regards termination vide notice under contract as follows-*‘29. We have considered the above mission and note that the Employment Act provides for various modes of terminating an employment one of them being by issuing a termination notice under section 35. The same section gives an employee a right to dispute the lawfulness or fairness of the termination in accordance with the provisions of*

sections 46; or of an employer or employee to terminate a contract of employment without notice for any cause recognized by law.” This Court then faults the trial court for failure to make a finding on whether the termination was unfair for lack of compliance with the legal framework under the Employment Act. Once the fairness of termination pursuant to notice under contract is challenged, the court must determine on merit the fairness according to section 41, 43 and 45 of the employment Act. That was not done by the trial court and to that extent the court finds fault in the decision.

26. Fairness of termination of employment is as stated under section 45 of the Employment Act

to wit;- ‘45. **Unfair termination**

(1) *No employer shall terminate the employment of an employee unfairly.*

(2) *A termination of employment by an employer is unfair if the employer fails to prove—*

(a) *that the reason for the termination is valid;*

(b) *that the reason for the termination is a fair reason—*

(i) *related to the employees conduct, capacity or compatibility; or*

(ii) *based on the operational requirements of the employer; and*

(c) *that the employment was terminated in accordance with fair procedure.*

(4) *A termination of employment shall be unfair for the purposes of this Part where—*

(a) *the termination is for one of the reasons specified in section 46; or*

(b) *it is found out that in all the circumstances of the case, the employer did not act in accordance with justice and equity in terminating the employment of the employee.*

(5) In deciding whether it was just and equitable for an employer to terminate the employment of an employee, for the purposes of this section, a labour Officer, or the Employment and Labour Relations Court shall consider—

(a) the procedure adopted by the employer in reaching the decision to dismiss the employee, the communication of that decision to the employee and the handling of any appeal against the decision;

(b) the conduct and capability of the employee up to the date of termination;

(c) the extent to which the employer has complied with any statutory requirements connected with the termination, including the issuing of a certificate under section 51 and the procedural requirements set out in section 41;

(d) the previous practice of the employer in dealing with the type of circumstances which led to the termination; and

(e) the existence of any previous warning letters issued to the employee.’’

27. In the instant case , the appellant was issued with a letter of termination of contract dated 16th June 2021 which stated in part- ‘We, Securkenya Ltd wish to thank you for your effort and your time at the company but Unfortunately, re regret to inform you that we are not in a position to continue with the work relationship we have with you with effect from 16th June, 2021. This serves thirty days' notice as per the contract.

Upon clearance and return of all the company properties through the Clearance Form, the company will may all your final dues as follows:

Your Salary for the days worked up to 14th June, 2021. (1)

30 days' pay in lieu of notice as per the contract.

Uniform Refund (if in good condition).. (3)

(4) Annual Leave days earned but not taken.

(5) You will be issued with a Certificate of Service.

Your final dues shall be computed and subjected to the mandatory statutory deductions. The Accounts Department is also advised to deduct from your Final Dues any liability you may owe the company.

We wish you well in all your endeavors.’’

28. The court finds that the dismissal letter did not disclose to the appellant any reason for the termination related to misconduct, capability or operational requirements. The termination having been challenged the court finds no compliance with section 41 of the Employment Act. The termination was thus contrary to the provisions of section 45 of the Employment Act cited above. The termination was unfair, and it is so held.

Whether the learned Magistrate correctly held that payment of the Claimant's final dues and execution of the discharge document settled the Claimant's dues?

29. The appellant submitted that the trial court, in dismissing the appellant's claim, held that he signed the payment voucher which included a discharge note at the end, excluding the respondent from any further liability. That none of the claims listed in the final dues form signed were actually claimed, and a party cannot be denied their constitutional right to access courts and justice. That the Court in the case of Nicholas Mwangangi Wambua V Samax Limited 2021KEELRC335(KLR), held that, as in Thomas De La Rue K Limited Vs David

Opondo Omutelema (2013) eKLR, a discharge voucher per se cannot absolve an employer from statutory obligations and cannot prevent the court from inquiring whether the discharge voucher was executed freely and willingly. The court also observed that the issue of a discharge voucher should be considered based on its specific circumstances to determine if it was signed voluntarily. In the case of Bernard Juma Oyiego Vs Karia Supermarket Limited (2018) eKLR, the court found that the settlement agreement was not mutually negotiated and did not include all the claimant's entitlements. Similarly, in this case, the claimant, in his evidence in chief, states that he was asked to sign a letter before receiving his money. He states that he was desperate for funds, so he signed the letter, received the money, and then took his family upcountry, as he could not support them in Nairobi. It is clear that there was no agreement on the dues owed to the claimant by the respondent, and that the claimant signed the discharge voucher out of desperation and fear that he would not receive any payment unless he did so.

30. Conversely, the respondent submitted that the Learned Magistrate correctly held that payment of the Claimant's final dues and execution of the discharge voucher settled the Claimant's dues. That, the said discharge voucher had the following disclaimer, "*By signing this form I confirm my acceptance of final calculations and do hereby declare that I have been paid all my dues owed by SecurKenya Group Ltd in full and I shall not lodge any claim against the company.*" That the Learned Magistrate correctly observed that as per a discharge voucher dated and signed on 18th June 2021, the Claimant's dues had been tabulated and paid in full, and the Claimant signed the said discharge voucher. That it is common ground that during the entire trial, the Claimant did not challenge having signed the said discharge voucher under

duress, and as such that document was binding on the parties. Pursuant to the said discharge voucher, the Claimant was paid Kshs. 17,220.00 in lieu of notice as well as compensation for leave days not taken, a sum of Kshs. 29,848.00, making it a total of Kshs. 60,604.00. The Claimant was then paid a sum of Kshs. 60,604.00 and as such the Claimant's dues were fully settled pursuant to the settlement voucher. The Appellant herein signed a form on 18th June 2021, acknowledging that his final dues had been tabulated and paid, and he would not lodge any claim against the Respondent company. The breakdown provided was thorough and accounted for every payment due to the Appellant, which he accepted by signing. There were no indications that the Claimant signed the voucher under duress or coercion, hence making him fully aware of the document. The Learned Judges in Coastal Bottlers Limited v Kimathi Mithika [2018] KECA 523 (KLR) stated as follows in regards to tabulation and acceptance of a discharge voucher: *"Apart from tabulating the respondent's entitlement, the settlement agreement also read in part: "I Kimathi Mithika of ID No... certify having received the sum of Kenya Shillings one million five Hundred Sixteen Thousand, Two Hundred and Eighty One (Kshs. 1,516,281) being my full and final payment due to me from Coastal Bottlers Limited as follows: ... I confirm that, I have no further claim against the Company whatsoever."* In our minds, it is clear that the parties had agreed that payment of the amount stated in the settlement agreement would absolve the appellant from any further claims under the contract of employment and even in relation to the respondent's termination. It is instructive to note that the respondent never denied signing the said agreement or questioned the veracity of the agreement. Further, from the record, we do not discern any misrepresentation on the import of the said agreement or incapacity on the respondent's part at the time he executed the same. It did not matter that the amount thereunder would be deemed as inadequate. As it

stood, the agreement was a binding contract between the parties. In *Trinity Prime Investment Limited vs. Lion of Kenya Insurance Company Limited* [2015] eKLR this Court, while discussing the import of a discharge voucher which is more or less similar as the agreement in question observed: “The execution of the discharge voucher, we agree with the learned judge, constituted a complete contract. Even if payment by it was less than the total loss sum, the appellant accepted it because he wanted payment quickly and execution of the voucher was free of misrepresentation, fraud or other. The appellant was thus fully discharged.” The discharge voucher was entered into and agreed upon by both parties without any coercion or undue influence observed on either side. The voucher therefore absolved the Respondent company of any further claims as the Claimant did not tender any evidence to the effect that he signed it under duress.

31. The Respondent urged court also held in *Securkenya Group Limited v Francis Munyancha Wesiko (Employment and Labour Relations Appeal E021 of 2023) [2025] KEELRC 1031 (KLR) (28 March 2025) (Judgment)* as follows in setting aside an award of terminal dues: “The claimant signed the disclaimer document and was paid. The court did not find a reason to doubt that the disclaimer was not willingly executed. Indeed, the claimant never pleaded duress in signing the said disclaimer. The court noted from his statement the claimant was a well exposed employee and with good command of English language. The Court of Appeal in *Trinity Prime Investment Limited -vs- Lion of Kenya Insurance Company Limited* [2015] eKLR in discussing the import of a discharge letter held that: - “The execution of a discharge voucher we agree with the Learned Judge, constituted a complete contract. Even if payment by it was less than the total loss sum, the appellant accepted it because he wanted payment

quickly and execution of the voucher was free of misrepresentation, fraud or other...” The court upheld the decision to hold that the Respondent in signing the disclaimer on final dues waived any claims of terminal dues. The court in the instant case found no prove of the claim of house and overtime. The awards of housing and overtime being terminal dues are set aside.” That the discharge voucher voluntarily executed by the Claimant with full understanding of the contents acknowledged payment of his final dues.

32. The court on re-evaluation of the trial court proceedings did not find any evidence placed before the trial court of vitiation of contract vide duress or coercion on the appellant to sign the discharge voucher and upholds the Court of Appeal decision in Trinity Prime Investment Limited -vs- Lion of Kenya Insurance Company Limited [2015] eKLR in discussing the import of a discharge letter held that: - *“The execution of a discharge voucher we agree with the Learned Judge, constituted a complete contract. Even if payment by it was less than the total loss sum, the appellant accepted it because he wanted payment quickly and execution of the voucher was free of misrepresentation, fraud or other...”* The court then finds that the execution of the discharge voucher (page 33 of ROA) and consequent payment to the appellant discharged the employer from any terminal dues under the said contract. The appellant accepted the final calculations of all his dues. The discharge did not, however, affect the claim on the fairness of the termination and that is the extent to which the decision of the Learned Trial Magistrate is faulted.

Whether the claimant was entitled to reliefs sought

33. The court having faulted the trial court on failing to determine the issue of fairness of the termination and having determined the termination was unfair for lack for procedural fairness

and unjustified reason based on misconduct, capability or operational requirements(section 45 of the Employment Act), the only outstanding issue is determination of remedies under section 49 of the Employment Act as held in Supreme Court in Kenfreight (EA) Limited v Nguti (Petition 37 of 2018) [2019] KESC 79 (KLR) (23 July 2019) (Judgment). The applicable factors to consider being under section 49(4) of the Employment Act to wit-

- (a) the wishes of the employee;*
- (b) the circumstances in which the termination took place, including the extent, if any, to which the employee caused or contributed to the termination; and*
- (c) the practicability of recommending reinstatement or re-engagement;*
- (d) the common law principle that there should be no order for specific performance in a contract for service except in very exceptional circumstances;*
- (e) the employee's length of service with the employer;*
- (f) the reasonable expectation of the employee as to the length of time for which his employment with that employer might have continued but for the termination;*
- (g) the opportunities available to the employee for securing comparable or suitable employment with another employer;*
- (h) the value of any severance payable by law;*
- (i) the right to press claims or any unpaid wages, expenses or other claims owing to the employee;*
- (j) any expenses reasonable incurred by the employee as a consequence of the termination;*
- (k) any conduct of the employee which to any extent caused or contributed to the termination;*
- (l) any failure by the employee to reasonably mitigate the losses attributable to the unjustified termination; and*

(m) any compensation, including ex-gratia payment, in respect of termination of employment paid by the employer and received by the employee.’’

34. The certificate of service issued by the respondent was to the effect that the appellant was employed on the 1st march 2015 and terminated on 14th June 2021. That was approximately 5 years and 3 months and 14 days of service. The appellant was in security service and there is no demonstration why he could not secure another job to mitigate his losses attributable to the unjustified termination. The employee did not contribute to the termination. The court noted that the value of his pension was minimal. The respondent paid notice payment in lieu. The court taking into account the foregoing factors pursuant to section 49 (4) above, finds award of compensation equivalent of 10 months gross salary sufficient compensation. The last payslip (May 2021) indicated gross pay of Kshs. 17,230/- (page 28 of ROA). Thus Kshs. 172,300/- awarded for the unfair termination.

CONCLUSION

35. In conclusion, the appeal is allowed on compensation for unfair termination only. The Judgment and Decree of the Hon. L. Ambasi (CM) delivered on 23rd February, 2025 in Milimani MCELRC No. 1615 of 2021 is set aside and substituted as follows:-

Judgment is entered for the claimant against the respondent as follows:-

The termination is held as unfair

Compensation for the unfair termination equivalent of 10 months last gross salary thus Kshs.

172,300/- plus costs of suit with interest at court rate from date of judgment.

36. The appellant is awarded costs of the appeal.

37. Stay of 30 days granted.

38. It is so ordered.

**DATED, SIGNED, AND DELIVERED IN OPEN COURT AT NAIROBI THIS 26th DAY OF
SEPTEMBER, 2025.**

**J.W. KELI,
JUDGE.**

IN THE PRESENCE OF:

Court Assistant: Otieno

Appellant – Ms. Wanyonyi h/b Macharia

Respondent: absent

ORIGINAL