



REPUBLIC OF KENYA



KENYA LAW
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Wamukoya v G4S Kenya Limited (Employment and Labour Relations Cause 1557 of 2018) [2025] KEELRC 2803 (KLR) (16 October 2025) (Judgment)

Neutral citation: [2025] KEELRC 2803 (KLR)

REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
EMPLOYMENT AND LABOUR RELATIONS CAUSE 1557 OF 2018
MN NDUMA, J
OCTOBER 16, 2025

BETWEEN

ROSELYNE WAMUKOYA CLAIMANT

AND

G4S KENYA LIMITED RESPONDENT

JUDGMENT

1. The suit was filed by the Claimant against the Respondent on 27th November 2018 seeking the following reliefs:-
 - i. A declaration that the Act of the Respondent of terminating the service of the Claimant on grounds of redundancy was not procedural, illegal and unlawful.
 - ii. Compensation for unfair termination assessed at twelve (12) months. Kshs. 278,246 x 12 months = Kshs. 3,278,959.08
 - iii. General damages for unlawful termination.
 - iv. Certificate of service
 - v. Any other relief that the Honourable Court may deem fit.
 - vi. The Respondents do meet the Claimant costs of this cause.
2. CW1, the Claimant adopted a witness statement dated 29th October 2018 as his evidence in chief. CW1 stated that she was employed in October 1997 as a guardette in Nakuru County and was later promoted to various capacities includes that of supervisor manager operations manager cash services manager and cash centre manager and senior cash processing.
That the Claimant performed well and diligently in all those roles.



3. That sometimes on 14th February 2018, there were some identified breaches and the Managing Director directed on action to be taken, including by the Claimant. The correct steps were agreed upon and the Claimant worked on quick means and provided feedback on 3rd March 2018.
4. On or about February 2018, the director cash services started shouting at the Claimant stating that she was going to sack somebody and that she was going to sort out the cash centre management.
5. On 15th February 2018, the Claimant received information about some missing consignment for one of the customers and the Claimant escalated matter to the risk and security manager for further investigations.
6. On 23/2/2018, Director cash made meeting with selected cash centre then which disclosed to the Claimant. The Director shouted all over stating that she was going to sack somebody. The Claimant reported to the Human Resource Director Mr. Elijah Sifuna that she was not comfortable working with Director cash on 21/2/2018.
7. On 7/3/2018, the Claimant trversed at the work place and suffered a right knee injury and lower back. Claimant attended hospital and was granted two days, sick off on 8th to 9th March 2018. The Respondent compelled the Claimant to attend disciplinary hearing despite her injuries. That staff director was silently meeting within started raising grievances and complaints on the notice board.
8. The Claimant was served with notice to show cause to respond to it within 48 hours which she did on 13th March 2018. There was no report since regarding the matter.
9. On 10th August 2018, the Claimant was issued with a notice of intended redundancy and was terminated from employment thereafter with any due process being followed in terms of section 40(1) of the *Employment Act* 2007. That Claimant only became aware of a notices sent to the Ministry of Labour after filing this suit. That no consultations were held on the matter. There was no clarity on the criteria used to select the Claimant for retrenchment. The Claimant says that she was simply victimized by director cash. That she was constantly harassed and fictitious complaints raised against her by employees prompted by the Director to make the Claimant look bad.
10. That the termination was unlawful and unfair and that the Claimant be awarded the reliefs sought.
11. Claimant said the Claimant's name was not in the list allegedly sent to the Ministry of Labour. That she was compensated for the work injury but was subjected to unfair disciplinary process while she suffered the leg and back injury.
12. Claimant said she was not the only person declared redundant by a letter dated 10/8/2018. That alleged consultation with line manger on 10/8/2018, the dates she got the letter did not happen at all. Claimant said she was issued one month notice and during the notice period Claimant was not required to come to work. Claimant said that she was the only senior cash processing manger declared redundant.
13. Claimant said she was paid terminal benefits on 25/9/2018. Claimant denied that her role had become superfluous stating that she was maliciously targeted for termination by the Director cash. Claimant said she had served the Respondent for 21 years diligently and well. That she suffered greatly at the hands of Director cash in the days preceding her termination in the years 2017 to 2018.
14. The Claimant called CW2, Bernard Omondi in support of her case. He produced a witness statement dated 25/8/2022 which he adopted as his evidence in chief. CW2 said he had mutual separation for Respondent's employment and had sued the Respondent separately. CW2 said the issue relating to the notice to show cause issued to the Claimant was not resolved between the parties. CW2 said the notice of redundancy was issued by Human Resource Department and was not served on the Ministry



of Labour in terms of section 40(1) of the [Employment Act](#). CW2 said the Claimant was not a member of the union. CW2 said notice to the Ministry Labour should be issued simultaneously to the affected employees and to the Ministry and that did not happen in the case of the Claimant and same should be issued at least one month before the termination. CW2 said there was no evidence that there was down turn in business at the time the Claimant was declared redundant. CW2 said Claimant was the only person in the position of service cash procuring officer and that role remained busy and fully operational.

15. RW1, Ann Gitonga testified for the Respondent. She said she was the Human Resource Practitioner of the Respondent and adopted a witness statement dated 6/10/2023 as evidence in chief.
16. She testified that the Claimant was employed as a security guardette and served in various capacities. At the time of termination, the Claimant earned a gross consolidated salary of Kshs. 263,240.00 and a monthly telephone allowance of Kshs. 7,000.00.
17. On 13/3/2018, the Claimant was issued with a show cause letter and asked to respond within 48 hours.
18. That the Claimant made satisfactory response and the matter came to an end.
19. That sometimes in 2018, the Respondent reviewed the structure and workforce requirements in relation to the challenging economic environment and reduction in the cash business. The review impacted 150 positions including the position of senior cash processing managing together with a number of cashiers reporting directly to the senior cash processing manger were impacted by the redundancy exercise.
20. On 7/8/2018, the Human Resource Department Elijah Sifuna issued a notice to the labour office Nairobi County.
21. The Claimant was among employees affected by the redundancy exercise. The Respondent sent a notice of redundancy dated 10/8/2018. The Respondent in effect declared 150 employees redundancy and the list of employees attached was produced before court and the Claimant is number 135 thereof.
22. That the position of senior cash processing manager no longer exists within the Respondent's structure and no other person was employed to replace the Claimant. The Respondent produced a copy of the organogram, showing current Respondent's structure in the cash department vis a vis the previous one.
23. That requirement of seriously in time and to the skill ability reliability and performance was not relevant as the Claimant was the only one holding the position of senior cash processing officer – Mombasa Board which became redundant on 10/9/2018. The Claimant was paid in lieu of one month notice; salary for days worked; severance pay calculated at 18 days salary for each completed year of service. In lieu of leave days not taken and overtime worked, if any.
24. The Claimant was paid the terminal dues on 13/9/2018. The Claimant signed the statement of discharge with the computation of terminal benefits.
25. On March 2018, the Claimant and two other employees lodged a labour complaint with the Ministry of Labour. The Respondent was invited by the conciliation for a meeting to discuss the matter. The management attended but the complainants did not attend.
26. That following the work injury sustained by the Claimant matter was reported to Director of Occupational Safety and Health. The Claimant was compensated Kshs. 8,945,664.00 vide Sanlam Insurance.
27. That the Claimant is not entitled to any of the reliefs sought. The suit be dismissed accordingly.



28. Under cross-examination RW1 stated that the notice to labour office is dated 6/8/2018 and has acknowledgment stamp from labour office dated 7/8/2018. RW1 said there are no minutes of discussion held with the Claimant. That Claimant got the notice on 10/8/2018.

Determination

29. The parties filed written submissions which the court has considered together with the evidence by CW1 and RW1. The issues for determination are:-
- i. Whether the termination on grounds of redundancy was genuine and if the Respondent followed a fair procedure.
 - ii. Whether the Claimant is entitled to reliefs sought.
30. The Claimant submits that the notice admitted by the Respondent to have been dated 6th August 2008 and issued on 7th August 2018 violated section 40(1) (a) of the *Employment Act*, 2007 in that the same was issued three days to the intended redundancy. That the same was also issued to the labour office on 7th August 2018 and copied to the union which the Claimant was not a member since he was in management and precluded from such membership in terms by Industrial Relations Charter 1984.
31. That even if the Claimant was a member of the union, the Respondent did not adhere to the provision of section 40.
32. The court has carefully perused the notice attached to the statement of response as exhibit '1' adduced to the labour office. The same is dated 6th August 2018 and was stamped as received by the labour office on 7th August 2018. The same was issued in terms of section 40(1) (a) and (b) Every both unionisable and non-unionisable members.
34. The Respondent did not attach the notice issued specifically to the Claimant. The one issued to the labour office was a general notice declaring intention to restructure and that approximately 250 employees in various locations in Kenya from both management and unionisable cadre would be affected. The Respondent committed to follow all the minimum legal requirements stipulated for the kind action.
35. The Claimant herself was served with a notice of redundancy on 10th August 2018 and was informed that she would cease to be an employee of the Respondent effective 10th September 2018.
36. That this notice was issued in the background described by the Claimant that the Director cash services, her supervisor had started harassing, shouting at and threatening the Claimant that she was going to sack her. This narrative by the Claimant is credible, consistent and the Claimant believes that the Director cash had wrongfully targeted the Claimant for termination even before the notices for redundancy had been issued.
37. The Respondent upon issuing a general notice to the labour office in which 250 employees of the Respondent were targeted for redundancy did not adduce evidence how the selection process was commenced and actualized within three days so as to target the Claimant for redundancy on 10th August 2018. There is no evidence before court that discussions were held with Claimant regarding the matter either before or after the general notice dated 6th August 2018 was issued.
38. Thee Claimant was senior cash processing manger and had worked for the Respondent from 1st July 1998, through the ranks upto 10th August 2018, a period of over 10 years.



39. The cash top structure produced by the Respondent to demonstrate the changes made in the cash department shows that all cash operations of the Respondent remained intact after the redundancy. The organization returned position of cash solutions Director, who headed the department; National Operations Manager; cash Manager Coast; cash Manger Western and only abolished the position of senior cash processing Manager Nairobi, held by the Claimant and replaced her with cash manager Nairobi. All other positions of CPC supervisors were also returned.
40. No logical or reasonable explanation was given to explain why the Claimant had to be replaced by a cash manager Nairobi, a newly created position. The action by the Respondent does not fit the bill of redundancy as defined under section 2 of the [Employment Act](#) to mean:-
- “redundancy” means the loss of employment, occupation, job or career by involuntary means through no fault of an employee, involving termination of employment at the initiative of the employer, where the services of an employee are superfluous and the practices commonly known as abolition of office, job or occupation and loss of employment”
41. The job done by the Claimant still existed. It had not become superfluous and the work done by the Claimant was simply handed over to a cash manager- Nairobi.
42. The Respondent did not adduce any evidence to demonstrate the need for the changes made other than to get rid of the Claimant.
43. The Claimant was not engaged in any useful discussions to avoid the retrenchment, including being offered the new position of cash manager Nairobi, who now held the entire portfolio previously held by the Claimant.
44. In the case of Congil Kenya Limited versus Mwaka and 3 others (Civil Appeal 54 of 2009)[2021] KECA 115 (KLR) the Court of Appeal held that:-
- “The purpose of the notice under section 40(1) (a) and (b) of the [Employment Act](#), was to give the parties an opportunity to consider measures to be taken to avert or to minimise the termination and measures to mitigate the adverse effects of any termination on the workers concerned such as finding alternative employment. The consultation were meant to cause the parties to discuss and negotiate a way out of the intended redundancy, if possible, or the best way of implementing it if it was unavoidable.”
45. The Respondent has babbled no evidence at all towards the efforts discussed by the Court of Appeal above. The Respondent has not demonstrated any genuine good will forums and Claimant and intact made zero effort to accommodate the Claimant in any alterative role or any other genuine measure to demonstrate any good faith before terminating the employment of the Claimant alleged operational reasons.
46. It is a court’s finding that the termination of the employment of the Claimant violated section 40, 41, 43 and 45 of the [Employment Act](#) 2007. It was not for a valid reason and the Respondent did not follow a fair procedure guided by section 40(1)(c) of the Act.
47. It is disingenuous for the Respondent to simply replace the Claimant with another employee leaving all the senior positions in the cash directorate intact and then claim that there was no option to consider the issuance of seniority skills and reliability of the Claimant vis a vis other employee. All cash managers other than the Claimant were retrenched and no evidence was adduced as for whether they were recruited after the Claimant or that the Claimant was less skillful and able and reliable than all other



managers who were left. Changing the title of a position does not amount to abolition of the function. The said function remained intact from the evidence adduced by the Claimant and affirmed by direct implication from the testimony of the Respondent.

48. The Claimant was paid all terminal benefits but is entitled to compensation in terms of section 49(1)(c) and (4) of the *Employment Act* 2007. The Claimant was not given a certificate of service upon termination so as to ease her effort to get alternative employment. The Claimant had diligently served the Respondent for over ten (10) years. The Claimant was directly harassed, victimized and humiliated by Director cash, her supervisor during the period preceding her unlawful termination. The Claimant in the court's considered finding did not contribute to the termination. The Claimant was not compensated for the loss of job and for income. The Claimant suffered loss and damage.
49. The court relies on the case of Kenya Airways Limited v Aviation & Allied Workers Union Kenya & 3 others [2014] eKLR

'Section 49(1)(c) of the *Employment Act*, provides for payment of compensation not exceeding an equivalent of twelve months' gross salary as an alternative remedy to reinstatement available to an employee whose services have wrongly been terminated. In considering the quantum of damages in such situation, the relevant factor in that section to be taken into account is the affected employee's chances of securing alternative employment'

50. The Court finds that the Claimant is entitled to the maximum compensation of the equivalent of 12 months salary in compensation for the unlawful and unfair termination in the sum of Kshs. (273,246.59 x 12) Kshs. 3,278,959.08.
51. In the final analysis judgment is entered in favour of the Claimant against the Respondent as follows:-
- a. Kshs. 3,278,959.08 in compensation
 - b. Interest at court rates from date of judgment till payment in full.
 - c. Costs of the suit.

DATED AT NAIROBI THIS 16TH DAY OF OCTOBER 2025.

MATHEWS NDUMA

JUDGE

Appearance:

Ms. Kwamboka for Claimant

Mr. Njiru for Respondent

Mr. Kemboi – Court Assistant

