



**Western Human Rights Forum v Sling Shot Kenya Limited & 2 others;
Kenya Revenue Authority & another (Interested Parties) (Petition
E010 of 2025) [2025] KEELRC 2793 (KLR) (16 October 2025) (Ruling)**

Neutral citation: [2025] KEELRC 2793 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MOMBASA
PETITION E010 OF 2025
M MBARŪ, J
OCTOBER 16, 2025**

BETWEEN

WESTERN HUMAN RIGHTS FORUM PETITIONER

AND

SLING SHOT KENYA LIMITED 1ST RESPONDENT

CATAPULT COMPANY LIMITED 2ND RESPONDENT

MINISTRY OF LABOUR AND SOCIAL PROTECTION 3RD RESPONDENT

AND

KENYA REVENUE AUTHORITY INTERESTED PARTY

ATTORNEY GENERAL INTERESTED PARTY

RULING

1. The petitioner filed an application dated 25 March 2025, under the provisions of Rule 13, 19, 20 of *the Constitution* of Kenya Rules, articles 3, 5, 7, 10, 21, 22, 23, 50(1), 60, 61, 62, 66, 165(3), 70, 159 and 165(3) of *the Constitution*, Order 40 rules 1 and 2 of the Civil Procedure Rules seeking orders:
 1. Spent.
 2. The requirement for notice to the registrar be dispensed with.
 3. Spent.
 4. An urgent order be issued to the respondents to furnish and/or deposit the information and documents listed in paragraph 24 of the petitioner pending the hearing and determination of this petition.



5. Costs of this petition be provided for.
2. The application is supported by the affidavit of John Abura Oucho who avers that he has filed the petition on behalf of the 1st and 2nd respondent employees and in the interest of the general public. There is an outcry by the employees as the 1st and 2nd respondents have been employing and sacking or dismissing the employees arbitrarily without justification. These acts of employee's rights violations have taken place under the watch of the 3rd respondent.
3. The employees of the 1st and 2nd respondent have suffered harassment, intimidation and frustrations at their places of work. The respondents have not implemented new salaries as announced by the government for the last 5 years. The respondents have not been providing their employees with formal letters of service. They have not remitted statutory dues and taxes to the 3rd respondent for the last 5 years. Unless the 1st and 2nd respondents are called to account, the employees will continue to suffer loss and damage. Unless the petitioner is furnished with the documents as listed under paragraph 24 of the petition, the employees will continue being suppressed without justification.
4. *The constitution* allows a party to claim as herein sought.
5. Oucho avers in his affidavit that the petition is seeking the production of;
 - Employees' records;
 - Contracts of employment;
 - Employee's attendance registrar;
 - Pay sheets or payroll;
 - Overtime payment sheets;
 - Off-duty records;
 - Salary increase for the last 5 years;
 - Statements from NSSF and NHIF for the previous 5 years;
 - PAYE statement; and
 - Dismissal letters and notices are issued to employees who have been dismissed from work.
6. Unless these records are provided, prejudice, loss, and damage will be caused to the employees on whose behalf the petition is filed.
7. In reply, the 1st and 2^d respondents filed the Replying Affidavit of Mohamed Atif Fazil, the director of the 1st respondent. He avers that the petitioner is a stranger who has not identified himself and is therefore unknown in law and lacks the standing to file the petition. The petitioner is a non-existent entity, and the alleged employees are not in its union. The particulars of the alleged employees have not been disclosed.
8. The petitioner is on a fishing expedition to obtain a blanket order from the court.
9. Fazil avers that the respondents have not violated any rights of the petitioner under Article 27 of *the Constitution*. Under Article 35 of *the Constitution*, a party has the right of access to information, but the respondents have not violated any of the petitioner's rights in this regard. The petitioner has not made a formal request or complaint for details as required under the *Access to Information Act*. The failure to disclose the affected employees or a firm's requests removes the respondents from any legal duty



- to produce. The referenced documents pertain to third parties' privacy rights, and disclosure would violate the Data Protection Act.
10. Fazil avers that the documents regarding contracts, salaries and statutory payments are available upon request and through the allowable legal channels.
 11. The application, the affidavits and submissions addressed, the sole issue for determination at this stage is whether the court should direct the respondents to furnish or deposit in court the information or documents listed under paragraph 24 of the petition.
 12. As outlined above, the documents required by the petitioner relate to employee contracts, salaries, statutory remittances, and workplace records, such as time sheets, overtime records, and termination of employment records. The instant application is a replica of the main petition, and the orders sought in the interim are similar to those in the petition.
 13. It would be necessary for the court to interrogate the genesis of the petition before allowing the interim orders sought. This would allow each party, the respondents and interested parties to attend and address appropriately.
 14. However, the court wishes to bring to the attention of the parties the provisions of section 10(6) and (7) of the *Employment Act*.
 15. Section 10 (6) of the Act provides as follows:

The employer shall keep the written particulars prescribed in subsection (1) for a period of five years after the termination of employment.'
 16. Section 10(7) of the Act provides as follows:

If in any legal proceedings an employer fails to produce a written contract or the written particulars prescribed in subsection (1) the burden of proving or disproving an alleged term of employment stipulated in the contract shall be on the employer.
 17. The net import of the foregoing is that, in employment matters, the employer who engages the services of an employee for a period of three months or more has a duty to ensure that the contract is reduced to writing. There is a duty to ensure that the written contract accurately captures specific matters, including the employee's remuneration. The rights under section 10(6) and (7) are for the benefit of the employee and the court, as held in *Otunga v Hydro Build Limited* [2023] KEELRC 1467 (KLR).
 18. The petitioner has filed the affidavit of Mr Oucho, who asserts that he is acting on behalf of the 1st and 2nd respondents' employees. His standing with these employees is not disclosed to claim the right to access third-party records and data from the respondents.
 19. Although the petition is premised on the provisions of Article 22 of *the Constitution*, that aspect alone is not sufficient to seek third-party information without full disclosure. Article 35 of *the Constitution* gives a party the right to secure information held by another party. However, the provisions of Article 35 have now been further extrapolated under the *Access to Information Act*, which gives the modalities and procedural requirements for accessing information held by another party. See *Mercy Nyawade v Banking Fraud Investigations Department & 2 others* [2017] KEHC 9108 (KLR) where the court held that the right to access information under Article 35 of *the Constitution* is not absolute. The *Access to Information Act* was enacted to provide procedures for accessing information held by another party. This position is reaffirmed in *Kenya Human Rights Commission & another v Attorney General & another; Law Society of Kenya & another (Interested Parties)* [2024] KEHC 15702 (KLR).



- 20. The petitioner has not applied for proceedings under the *Access to Information Act*. To proceed as herein done is premature.
- 21. Without going into the merits of the petition, the orders sought in their nature shall not issue in the given circumstances.

The application dated 25 March 2025 is dismissed. Each party to bear its costs.

DELIVERED IN OPEN COURT AT MOMBASA, THIS 16TH DAY OF OCTOBER 2025.

M. MBARŪ

JUDGE

In the presence of:

Court Assistant: Japhet

..... and

