



Kenya Union of Commercial Food & Allied Workers v Distillers (Cause 914 of 2018) [2025] KEELRC 3099 (KLR) (22 October 2025) (Judgment)

Neutral citation: [2025] KEELRC 3099 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 914 OF 2018
DKN MARETE, J
OCTOBER 22, 2025**

BETWEEN

**KENYA UNION OF COMMERCIAL FOOD & ALLIED
WORKERS CLAIMANT**

AND

LONDON DISTILLERS RESPONDENT

JUDGMENT

1. There is no Memorandum of claim on record from the Claimant. This is despite agitation to the claimant to forward the same for the record.
2. The Respondent in a Respondent’s Reply to Claim denies the claim and prays that it be dismissed with costs.
3. The claimant’s case is that the parties to this cause have a valid Recognition Agreement filed and dated 6th March, 1996. This is coupled with a Collective Bargaining Agreement that came into effect on 1st May, 2015 for a period of two (2) years and continues to be in force vide the provision of Clause 36 of the said CBA.
4. The Claimant’s further case is that the 1st grievance Peter Njogu Njoroge was employed by the Respondent vide a letter dated 3rd November, 2012. This was effect from 5th November, instant. His duties comprised of being a farm supervisor at Galot Estate Athi River. All the way to 2016, his pay advice slips were issued by the Respondent but from then, he received these from Mohan Galot and his working station was Galot Estate, a branch of the said Mohan Galot. These changes were not explained to the grievant.
5. The 2nd grievant, one Simon Makori Okware was employed by Galot Estate on 1st October, 2002 and stationed at Galot Estate, Kiambu. This was on terms obtaining for the Respondent’s employees. He comes in as number xiv at page 149 of this court’s Ruling delivered on 26th May, 2017.



6. Simon Deri Mboga was employed by a letter dated 27th March 2010 as a watchman and stationed at Galot Estate, Kiambu. All the way we have to August, 2016 he received his payslips from the Respondent but from September, 2016 henceforth, these were received from Galot Estate which change was not explained to him.
7. The 4th grievant, Geoffrey Sikolla Walele was employed as a Security Officer vide a letter dated 3rd April, 2014. His wages and other benefits were paid by the Respondent all the way to August 2016. From August, 2016, his payslips were received from Galot Estate, Kiambu and this change was not explained to him. He was also issued with an employment and identification card by the Respondent and this included all other terms of employment.
8. The Claimant's other case is a reliance on section 10(1) (2) and (5) of the *Employment Act*, 2007 which provides that where employment particulars change, this must be notified to the employees upon consultation and agreement inter partes. In the instant case, no consultation was had with grievants and neither was there any notice specifying the changes was issued to the grievants.
9. The reasons for termination of grievant's employment was touted as redundancy. This was intended to be subject to clause 23 of the partie's CBA detailing how redundancy would be lawfully effected. Clause 6 (b) and (c) of the said CBA provides a payment of thirty (30) days salary for every computed year of service for those doing one to four years of service. Those with 5 to 8 years have 50 days salary while those over 9 years are entitled to 60 days salary for every computed year of service. Clause 36 is the continuity clause and provides that these terms continue until amended.
10. The Respondent denies the claim and posits that the claimant union lacks locus standi to institute this suit as the said grievant are neither its members nor do they have a Recognition argument with their employer, Galot Estate. The persisting CBA does not cover the grievance as they are not established employees with the Respondent as provided by clause 2 of CBA. They are employees of Galot Estate and worked under its supervision. The grievants were paid by Galot Estate and stationed at its Kiambu farm.
11. The matter came to court various until the 18th November, 2024 when the court directed a determination for the issued in disputes by way of written submissions.
12. The issues for determination therefore are;
 1. Whether the Claimant union has locus standi to institute a claim for persons not privy to the Recognition Agreement and CBA between the parties.
 2. Whether the claimant is entitled to the relief sought.
 3. Who bears the costs of the claim.
13. The 1st issue for determination is whether the Claimant union has locus standi to institute a claim for persons not privy to the Recognition Agreement and CBA between the parties. Through and through, the Respondent has amply demonstrated that the grievants in this cause were not employees of the Respondent and therefore cannot have been covered by the subsisting CBA between the parties. This is demonstrated by inter alia, the Respondent's list of documents at annexure 10, 11 and 12 on pages 15, 17 and 18 of the Respondent's list of documents.
14. Again, the Claimant admits that the grievants were employees of Galot Estate and worked as its Kiambu farm. A demonstration of payment of the grievants terminal benefits is also volunteered and presented by the Respondent. This is a clear demonstration that the claimant lacks jurisdiction to initiate or even sustain a claim on their behalf. The claimant has no legal mandate to initiate a claim



on behalf of grievants as against the Respondent and I hold as such. This answers the 1st issue for determination.

15. The 2nd issue for determination is whether the claimant is entitled to the relief sought. They are not. Having lost on a case of locus standi to raise issues of unfair and unlawful termination of employment, they become disentitled to the relief sought.
16. I am therefore inclined to disallow the claim with orders that each party bears their costs of the same.

DELIVERED, DATED AND SIGNED THIS 22ND DAY OF OCTOBER 2025.

D. K. NJAGI MARETE

JUDGE

Appearances:

Lilian Manene holding brief for Nyumba for the Claimant Union.

Mr. Chadianya instructed by GCM Advocates LLP for the Respondent.

