



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT
NAIROBI
CAUSE NO. E620 OF 2023

**KENYA ENGINEERING WORKERS
UNION.....CLAIMANT**

-VERSUS-

UNIGHIR LIMITED.....
....RESPONDENT

JUDGMENT

Introduction

1. By a Memorandum of Claim dated 1st August 2023, the Claimant alleged that the Respondent had deducted union dues from its members salaries and failed to remit the same to the union and COTU as required by section 48 of the labour Relations Act. It alleged that the unremitted union dues stood at Kshs. 1,127,353 to it and Kshs. 1,960,000 to COTU. Therefore it prayed for the following reliefs:

- a) That, the Honourable Court deems fit and find that action of the Respondent herein to be unfair, unlawful and in bad faith.**
- b) That, the Honourable Court deem fit and issue an order against the Respondent to pay all the outstanding arrears of both the Claimant Union dues and COTU (K) dues with immediate effect as per appendix WAN 4.**
- c) That, if order No. (b) above is granted the Respondent to pay the amount awarded with interest at Court rate from the date the last instalment was paid after signing the agreement during the conciliation**
- d) That, the cost of this suit be met by the Respondent**
- e) That, any other relief the Honourable Court may down fit to grand it.**
2. The Respondent was served with summons and pleadings but failed to enter appearance. Consequently, the suit proceeded as an undefended and by way of written submissions on the strength of the pleadings and documentary evidence filed by the Claimant.
3. The Claimant averred that it had a Recognition Agreement with the Respondent and together had concluded various Collective Bargaining Agreement (CBAs) which were registered

by this court. To support the claim for the unremitted dues, it filed copies of payslips for some of its members and tabulation of the outstanding dues.

4. It further averred that it referred a trade dispute to the Ministry of Labour for conciliation and a settlement agreement was signed between the parties in March 2022. By the agreement the parties agreed that the total unremitted dues as at 31st January 2022 was Kshs. 572,046. The parties also agreed that the amount would be paid on monthly installments of Kshs. 60,000 from 10th April 2022 and thereafter on or before the 15th day of each subsequent month.
5. The Claimant averred that the Respondent paid only two installments and stopped. Therefore the Claimant prayed for judgment for the total sum computed for the period from 2016 to 2023 being Kshs. 1,127,353 and Kshs. 1,960,200, for itself and COTU respectively.
6. I have considered the pleadings, evidence and the written submissions dated 18th March 2024. The only issue for determination is whether judgment should be entered against the Respondent as prayed.

Analysis

7. The Respondent never entered appearance and therefore no defence was filed to controvert the claim and no evidence was adduced by the Respondent to rebut the evidence adduced by the Claimant in support of the claim. There is evidence that the parties herein had a recognition agreement and a Collective Bargaining Agreement which bound the Respondent to deduct union dues from its unionisable staff and remit the same to the Claimant and COTU.
8. There is also a settlement agreement signed by the parties and the conciliator in March 2022 by which the Respondent acknowledged the unremitted union dues and undertook to pay by monthly installments of Kshs. 60,000 starting 10th April 2022 but it only paid twice and defaulted up to August 2023 when this suit was filed.
9. In view of the foregoing I find that the Claimant has proved its claim on a balance of probability and I grant it as prayed in the Memorandum of Claim dated 1st August 2023.

Disposition

10. I enter judgment for the claimant and against the Respondent as following:
 - a) Payment of Kshs. 1,127,353 to the Claimant.
 - b) Payment of Kshs. 1,960,200 to COTU.

c) Costs of the suit plus interest at court rates from the date of filing the suit till payment in full.

DATED, SIGNED AND DELIVERED VIRTUALLY IN OPEN COURT AT NAIROBI THIS 30TH DAY OF OCTOBER, 2025.

ONESMUS MAKAU

JUDGE

Appearance

Makale for the Claimant

No appearance for the Respondent