



**Kudheiha Workers v Seasons Hotel and Lodges (Cause E011 of 2023)
[2025] KEELRC 3115 (KLR) (3 October 2025) (Judgment)**

Neutral citation: [2025] KEELRC 3115 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU
CAUSE E011 OF 2023
AN MWAURE, J
OCTOBER 3, 2025**

BETWEEN

KUDHEIHA WORKERS CLAIMANT

AND

SEASONS HOTEL AND LODGES RESPONDENT

JUDGMENT

1. The Claimant filed a Memorandum of Claim dated 2nd February 2023.

Claimant's case

2. The Claimant, a registered trade union, whose mandate is to represent members who work in establishments avers that it had recruited 25 members from the Respondent's institution deducting and remitting union dues.
3. The Claimant avers that it has served the Respondent with check off forms No. 003361.
4. The Claimant avers that the Respondent employer failed to remit union dues for over 25 employees to KUDHEIHA despite continued deductions up to January 2022. Despite follow-ups by the union the claimants were met with evasion and no valid justification for the failure to remit dues, violating statutory obligations.
5. The Claimant prays that:
 - a. The Respondent to be compelled to deduct and remit union dues
 - b. The Respondent be instructed to pay the outstanding arrears of union dues
 - c. The management should pay the monies owed to the union with its own monies
 - d. The Respondent should be estopped from victimizing members of the union



- e. The costs to this suit and interest thereupon.
6. The Respondent did not file any response to the claim, and the matter proceeded as formal proof.
7. The court directed that the claimant to file its respective written submissions.

Claimant's submissions

8. The Claimant submitted that the Respondent violated Article 41 of *the Constitution* by failing to recognize it for purpose of negotiating a collective bargaining agreement so that members benefit and Section 19(1)(a), (f), (g), (h), and (i) of the *Employment Act* was also violated.
9. The Claimant also submitted that the Respondent failed to file their defence and urges this Honourable Court to allow the claim as prayed.

Analysis and determination

10. The court has considered the pleadings on record, and the issues of determination are as follows:
 - a. whether the court should direct the Respondent to deduct and remit union dues to the Claimant; and
 - b. whether the court should order and compel the respondent to pay union dues arrears from its account.
11. Section 48 of the *Labour Relations Act* outlines the process for collecting trade union dues, which are mandatory fees paid by union members. A trade union can request the Minister to order employers with more than five unionized employees to deduct dues from wages and remit them to specified accounts. Employers must begin deductions within 30 days of receiving signed Form S. The Minister may modify or revoke the order, effective the following month. Employees who resign from the union in writing are exempt from deductions starting the next month, and employers must forward resignation notices to the union. These provisions promote fair and transparent dues collection while safeguarding employee rights.
12. Sections 107, 108 and 109 of the *Evidence Act* provide that whoever alleges must prove. In this instant case, the Claimant has recruited 25 members from the Respondent and later forwarded the check off forms requesting that the union dues to be remitted to them vide letter dated 25th August 2022. The Respondent did not respond to the said letter and also did not put in a response to the claim before this Honourable Court.
13. There is an affidavit of service filed in court dated 23rd November 2023 as evidence of service of summons on the Respondent. There was also form with the employees' signatures authorising the Respondent to deduct their union dues. From the proceedings the court during the various mentions would order the claimant to serve the respondent. There is no evidence that the respondent did not receive the various summons. Hence the claimants evidence remained uncontroverted in the absence of participation of the respondent in the proceedings.
14. Section 19(1) (a) of *Employment Act* gives Employer authority to deduct dues for some specific provisions for the members benefit. As earlier explained under Section 48 of the *Labour Relations Act* a trade Union can request the Minister to order employers with more than 5 employees to deduct dues from wages and remit them to specified accounts.



15. The Minister for Labour as per the court records did issue an order directing the employer to deduct and remit union dues and the same was served on the Respondent alongside the form S (check-off form) duly signed by the employees.
16. Flowing from the pleadings in the court record and the Claimant's submissions the court is satisfied the Respondent did not challenge the Claimants case and hence the Claimant is disserving of the judgment to be entered in its favour. The prayers as per the statement of claim dated 2nd February 2023 are therefore granted.
17. Costs of the suit to be paid to the Claimants.

Order accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAKURU THIS 3RD DAY OF OCTOBER, 2025.

ANNA NGIBUINI MWAURE

JUDGE

Order

In view of the declaration of measures restricting Court operations due to the COVID-19 pandemic and in light of the directions issued by His Lordship, the Chief Justice on 15th March 2020 and subsequent directions of 21st April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules, which requires that all judgments and rulings be pronounced in open Court. In permitting this course, this Court has been guided by Article 159(2)(d) of *the Constitution* which requires the Court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of *the Constitution* and the provisions of Section 1B of the Civil Procedure Act (Chapter 21 of the Laws of Kenya) which impose on this Court the duty of the Court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

A signed copy will be availed to each party upon payment of Court fees.

ANNA NGIBUINI MWAURE

JUDGE

