



**Meriko v Jubilee Insurance Company Kenya Limited (Cause E704 of 2021)  
[2025] KEELRC 2856 (KLR) (23 October 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2856 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E704 OF 2021  
CN BAARI, J  
OCTOBER 23, 2025**

**BETWEEN**

**ROSELYNE MERIKO ..... CLAIMANT**

**AND**

**JUBILEE INSURANCE COMPANY KENYA LIMITED ..... RESPONDENT**

**JUDGMENT**

**Introduction**

1. For determination is the Claimant's Statement of Claim dated 23<sup>rd</sup> August 2021, wherein, the Claimant seeks the following reliefs as against the Respondent: -
  - A. A declaration that the Respondent's conduct during the pendency of the Claimant's employment amounted to unfair, unlawful and constructive dismissal and was in breach of the Employment Act and principles of the applicable Employment Laws;
  - B. Compensation and damages for wrongful termination of employment by reason of constructive dismissal equivalent to;
    - i. 3 months' unpaid notice period salary at Kshs. 1,300,000.00 per month and employer pension contribution at Kshs. 97,500 per month, all totalling to Kshs. 4,192,500.00.
    - ii. 20.55 days' unpaid leave at Kshs. 43,333.00 per day totalling to Kshs. 890,500.00.
    - iii. Earned & unpaid leave allowance totalling to Kshs. 13,000.00.
    - iv. 12 months' salary at Kshs. 4,200,000.00 per month totalling to Kshs. 50,400,000.00. This salary includes the Claimant's salary as general Manager, Life Department for which she was hired at Kshs. 1,300,000 plus compensation for the unilateral variation of the Claimant's employment contract by assigning her the job



responsibilities of: General Manager, Pension Department at Kshs.1,600,000 monthly salary and General manager, Annuity Department at Kshs.1,300,000 monthly salary, both in the same job Grade F.

- v 12 months' employer pension contribution of 7.5% of the monthly salary at Kshs. 315,000.00 per month totalling to Kshs. 3,780,000.00.
  - vi. 21 days' annual leave at Kshs. 43,333.00 per day at Kshs. 909,993.00
  - vii. One year leave allowance totalling to Kshs. 13,000.00.
- C. Compensation for assignment and performance of duties outside of the Claimant's employment contract during the pendency of the Claimant's employment as follows;
- i. General Manager, pension department @ Kshs. 1,600,000.00 per month for 11 months from 21<sup>st</sup> August, 2018 to 22<sup>nd</sup> July, 2019 totalling to Kshs. 17,600,000.00
  - ii. General Manager, annuity department @ Kshs. 1,300,000.00 per month for 11 months from 21<sup>st</sup> August 2018 to 22<sup>nd</sup> July 2019 totalling to Kshs. 14,300,000.00.
  - iii. Regional head of life duties @Kshs. 2,200,000.00 per month for 10 months from 21<sup>st</sup> October, 2018 to 22<sup>nd</sup> July, 2019 totalling to Kshs. 22,000,000.00.
  - iv Employer pension contribution at 7.5% of total compensation outlined above in i to iii totalling to Kshs. 4,042,500.00.
- D. Compensation for earned and unpaid bonus of Kshs. 1,604,000 derived at 70% of the total eligible bonus less Kshs.580,000 already paid to the Claimant during the pendency of the Claimant's employment.
- E. A declaration that the Claimant was subjected to unlawful employment discrimination and inequitable treatment.
- F. Cumulative disparity pay on account of inequitable and discriminatory compensation in the amount of Kshs. 14,657,500 for the following allowances over 11 months of Claimant's tenure;
- i. House allowance of Kshs. 765,000 per month at 15% of total compensation;
  - ii. Car allowance of Kshs. 510,000 per month at 10% of total compensation;
  - iii. Capital club membership at Kshs. 22,500 per month;
  - iv Entertainment/staff related costs allowance at Kshs. 30,000 per month; and
  - v Phone and data bill payment/allowance of Kshs. 5,000 per month.
- G. General damages for such pain, loss and suffering as the Claimant has been subjected to as a consequence of the constructive dismissal.
- H. Costs and interest.
- I. Any such further compensation as may, subsequent hereto, come to light.
- J. Any other relief the Court may deem just to grant.
2. The Respondent filed a Statement of Response dated 17<sup>th</sup> January, 2022 in response to the Claimant's claim.



3. The Claimant's case was heard on 15<sup>th</sup> October, 2024 when the Claimant [CW1] testified in support of her case. She adopted her witness statement dated 3<sup>rd</sup> July, 2023 and produced her list and bundle of documents of even date as exhibits in the matter and were marked as Claimant's exhibits Nos. 1-38.
4. The Respondent's case was heard on 15<sup>th</sup> February, 2025 when the Respondent's witnesses Mr. Julius Kipngetch [RW 1] and Mr. Azim Dawood [RW2] testified in support of the Respondent's case. They adopted their witness statements dated 19<sup>th</sup> May, 2023 and 30<sup>th</sup> November, 2023 respectively, and produced the Respondent's list and bundle of documents dated 19<sup>th</sup> May, 2023 as exhibits in the matter and were marked as Respondent's exhibits Nos. 1-3.
5. Submissions were filed for both parties.

### **The Claimant's Case**

6. The Claimant states that she was employed by the Respondent on 16<sup>th</sup> August 2018 as General Manager, Life and was responsible for managing a Kshs. 9.8 billion life insurance fund at a monthly salary of Kshs. 1,300,000.00.
7. It is her case that shortly after joining the Respondent employ, she was unilaterally assigned additional responsibilities for the Pension and Annuity businesses, which comprised of managing funds of Kshs.45 billion and Kshs.9 billion, respectively, following the exit of the previous General Manager, Employee Benefits.
8. She states that she was also assigned the duties of Regional Head of Life when that position became vacant, without consultation, written consent, or adjustment of salary.
9. The Claimant further avers that she successfully managed all three businesses, Life, Pension, and Annuity representing Kshs.65 billion in assets, performing all related managerial, strategic, operational, and regulatory duties, and that her performance was consistently rated excellent, and she received bonuses, though not commensurate with her expanded workload.
10. The Claimant states that she raised concerns about the increased workload and lack of support staff, discriminatory pay practices, noting that other senior managers received allowances [housing, car, phone, and club membership] which she did not, and unpaid phone allowance approved by the Group CFO.
11. It is her case that she formally requested a salary and bonus review during a meeting with the Board Chairman and Group CEO on 17<sup>th</sup> June, 2019, and that although they assured her that compensation would be reviewed, no changes were implemented.
12. The Claimant avers that after raising the foregoing issues, she experienced bullying, intimidation, and harassment, particularly from Mr. Azim Dawood, the Group Head of Actuary, who she contends undermined her leadership, interfered in her work beyond his role, and sent harsh and derogatory communications.
13. The Claimant states that despite reporting this behavior to senior leadership, no remedial action was taken. The Claimant further states that following her complaints, she observed increased hostility and retaliatory behaviour, including being sidelined, denied salary increments, and subjected to further interference in her duties.
14. It is the Claimant's case that emails from the Respondent's Board and senior executives, further confirmed a lack of organizational clarity and poor corporate governance.



15. The Claimant states that the working environment became untenable and detrimental to her health, citing breaches of her employment contract, the implied duty of trust and confidence, and discriminatory treatment.
16. It is her case that as a consequence, she resigned on 22<sup>nd</sup> July 2019, citing unilateral changes to her employment terms, discriminatory and inequitable pay, harassment and intimidation and retaliation for raising grievances.
17. The Claimant's prayer is that the court allows her claim.

### **The Respondent's Case**

18. The Respondent's case is that the Claimant was employed as General Manager, Life Department under a written contract dated 1<sup>st</sup> August 2018, after applying and being interviewed for the position. The Respondent avers that her gross consolidated salary was Kshs.1,300,000 per month [inclusive of house allowance].
19. It is the Respondent's position that the Claimant's contract did not provide for car allowance, phone bills, or club membership benefits, and that no employee of the Respondent enjoys such benefits.
20. It avers further that the Claimant applied for the job voluntarily, was not coerced or induced, and entered into the employment contract freely on mutually agreed terms. It states further, that the contract allowed the Claimant to be assigned duties within the company or its group entities and that the duties assigned, including oversight of Pensions and Annuities were within her contractual scope, as her role was intended to evolve into CEO of Jubilee Life Insurance Company of Kenya following a planned business restructure.
21. The Respondent states that it had informed the Claimant that the Life, Pensions, and Annuity businesses would be merged, and her expanded functions were part of that process.
22. The Respondent denies all allegations of harassment, intimidation, or discrimination, asserting that the Claimant enjoyed a good working environment and cordial relations with management. It states further that it supported the Claimant's career advancement, including facilitating a trip to the USA at her request, to prepare her for the CEO role.
23. The Respondent confirms that it was the company that applied to the Insurance Regulatory Authority [IRA] for approval of the Claimant's appointment as General Manager, Life and Pensions, and that it could not influence the IRA's decision.
24. The Respondent states that the Claimant's complaint about being unapproved, contradicts her own claim that these duties were beyond her role.
25. The Respondent maintains that it acted in good faith and did not frustrate or impede the Claimant's performance.
26. It avers that the Claimant requested a salary and bonus review in June, 2019, but that under company policy and her contract, salary reviews occur after one full year of service. It is the Respondent's case that since the Claimant resigned after 11 months, she was not yet entitled to a review or increment.
27. The Respondent further avers that bonuses are performance based and capped at 20% of annual salary.
28. The Respondent states that there was no unilateral change to the contract, no breach, and no constructive dismissal, but that the Claimant voluntarily resigned via letter dated 22<sup>nd</sup> July 2019. It avers that any alleged loss by the Claimant was self-inflicted, and not caused by the Respondent.



29. The Respondent further denies that the Claimant's health was affected by work conditions, stating she was provided with a conducive working environment.
30. The Respondent states that through Court-Annexed Mediation, all terminal dues were settled after the Claimant completed the clearance process and returned company property.
31. The Respondent asserts that the claim is baseless lacking in merit, and prays that the suit be dismissed with costs.

### **The Claimant's Submissions**

32. It is the Claimant's submission that the Respondent's conduct constituted a fundamental breach of contract and a violation of the implied term of mutual trust and confidence. She placed reliance in *Elizabeth Kwamboka Khaemba v Cardinal Otunga High School Mosochi & 2 Others* [2014] eKLR and *Green v AIG Life Insurance Co. of Canada* [2000], where the courts held that unilateral variation of employment terms or assignment of incompatible duties amounts to unlawful and unfair alteration of a contract of service.
33. The Claimant submitted further, that the Respondent's conduct was contrary to the *Employment Act* and amounted to constructive dismissal, as it rendered the employment relationship intolerable and impossible to continue.
34. It is her submission that the discrimination and unequal treatment extended to her exclusion from key decision-making forums, non-payment of phone reimbursements, and disregard of her bonus review requests. She submits that her working environment was hostile and abusive, particularly from one senior official, Azim Dawood, whose conduct was allegedly intended to undermine her authority and frustrate her performance.
35. The Claimant maintained that her grievances and complaints to the Respondent's top management, including the Chairman of the Board and Group CEO, went unaddressed. She submits that the Respondent's refusal to consider her complaints or engage her constructively on matters affecting her employment violated the principles of fair hearing and natural justice.
36. She submitted that the Respondent's persistent disregard of her concerns about workload, remuneration, and harassment amounted to victimization and deliberate marginalization.
37. It is her submission that her resignation was precipitated by the Respondent's sustained breach of contract, discriminatory treatment, and failure to provide a conducive working environment. She stated that the Respondent's conduct destroyed the mutual trust necessary for the employment relationship, thus making her resignation inevitable.
38. She submits that in the circumstances, her resignation met the legal threshold for constructive dismissal as defined under section 45 of the *Employment Act* and affirmed in judicial precedents.

### **The Respondent's Submissions**

39. The Respondent submitted on the first issue that the Claimant was not constructively dismissed but voluntarily resigned from employment.
40. The Respondent further submitted that the Claimant was a senior executive whose role required flexibility and cross-departmental leadership. It submits further, that at no point did the Claimant's remuneration, grade, or position change, nor did she suffer any prejudice as a result of the additional responsibilities. The Respondent asserted that the Claimant continued to discharge her duties without



protest and that her later claim of over-assignment was an afterthought intended to support an unmerited claim for damages.

41. The Respondent submitted that the Claimant has failed to meet the established legal threshold for constructive dismissal. Reliance was placed on *Western Excavating [ECC] Ltd v Sharp* [1978] ICR 222 and *Coca Cola East & Central Africa Ltd v Maria Kagai Ligaga* [2015] eKLR, for the proposition that constructive dismissal arises only where the employer's conduct amounts to a fundamental breach of contract, rendering continued employment intolerable.
42. The Respondent submitted that there was no such breach and that the Claimant's resignation, tendered through her letter dated 22<sup>nd</sup> July 2019, was entirely voluntary.
43. The Respondent further submitted that the Claimant had not proved any allegations of harassment, intimidation, or discriminatory conduct. It was their case that the communications exchanged between the Claimant and her supervisor, Mr. Azim Dawood, reflected professional engagement within the ordinary course of work. The Respondent maintained that there was no evidence of hostility or unfair treatment, and that the Claimant's suggestion of a toxic work environment was unfounded and unsupported by credible proof.
44. The Respondent finally submits that the Claimant is not entitled to the prayers sought and prays that the claim be dismissed with costs.

### **Analysis and Determination**

45. I have considered the pleadings, the witnesses' testimonies and the rival submissions. The issues for determination are: -
  - i. Whether the Claimant was constructively dismissed
  - ii. Whether the Claimant was discriminated against
  - iii. Whether the Claimant is entitled to the remedies sought.

### **Whether the Claimant was constructively dismissed**

46. The Claimant's case is that during her employ with the Respondent, her contractual terms were unlawfully varied on the premise that she was originally appointed as General Manager, Life Department with defined duties, but along the way, the Respondent unilaterally expanded her responsibilities to include Pensions and Annuities as well as the role of Regional Head of Life that covered operations outside Kenya.
47. It is her position that these additional roles were not part of her initial contract, and were imposed without consultation, consent, or compensation, and which represented a material change to her employment terms, contrary to Section 10[5] of the *Employment Act* and established common law principles.
48. The Claimant asserts that despite the expanded duties, she received no salary adjustment and no formal contract revision was ever considered, yet as demonstrated by internal correspondence, it is evident that the Respondent was aware of her complaints. It is her contention that this conduct of the Respondent constituted a repudiatory breach of contract, hence constructive dismissal.
49. On its part, the Respondent asserts that the Claimant applied for the job voluntarily and was not coerced or induced into entering into the employment contract. The Respondent maintains that the



- contract allowed the Claimant to be assigned duties within the company or its group entities, and that the duties assigned, including oversight of Pensions and Annuities were within her contractual scope.
50. The Respondent contends that there was no unilateral change to the contract, no breach, and no constructive dismissal, but that the Claimant voluntarily resigned via letter dated 22<sup>nd</sup> July 2019.
51. The principle of constructive dismissal is a presumptive concept developed by common law and the courts to address instances when an employer, in all circumstances of the case, conducts himself in a manner to infer termination. [George Ogembo, Employment Law Guide for Employers, Second Edition [2022]-Law Africa].
52. The first element that must be present for a court to impute constructive dismissal, is that the employee has to have resigned from the service of the employer, and the resignation must be by reason of the employer creating working conditions that leave the employee with no option but to resign.
53. Lord Denning in *Western Excavating ECC Ltd v Sharp* [1978] 2 WLR 344, had this to say on what constitutes a constructive dismissal: -
- “If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so then he terminates the contract by reason of the employer’s conduct. He is constructively dismissed. The employee is entitled in those circumstances to leave at the instant without giving any notice at all or, alternatively, he may give notice and say he is leaving at the end of the notice. But the conduct must in either case be sufficiently serious to entitle him to leave at once. Moreover, he must make up his mind soon after the conduct of which he complains: for, if he continues for any length of time without leaving, he will lose his right to treat himself as discharged. He will be regarded as having elected to affirm the contract.”
54. To determine whether or not the Claimant’s resignation amounts to constructive dismissal, the terms of her employment contract with the Respondent are central to this decision. While the Claimant maintains that her resignation was the result of constructive termination, arising from the Respondent’s unlawful conduct, it is paramount to analyze what the Claimant contracted for vis-à-vis what she got or did during her eleven [11] months stint in the service of the Respondent.
55. The employment contract between the parties herein, and dated 1<sup>st</sup> August, 2018, described the Claimant’s position in the following words:-
- “You will be employed as a General Manager under Job Group F in our Life Department and you will report to the Regional Head of Life. This role is expected to develop into the position of Chief Executive Officer of Jubilee Life Insurance Company of Kenya upon completion of the composite split and based on performance. You may be asked by the Company to serve in any of its offices or group companies as required. [Emphasis own]”
56. By the excerpt above, it is evident that the Claimant was employed as General Manager, Life department. It is also clear what the role’s future prospects were, and the fact that the Company/ Respondent retained the right to call her to serve in any of its offices or group companies.
57. Further, going into the correspondences exchanged in the Claimant’s course of duty, there is no doubt that the Claimant’s role changed almost immediately to that of General Manager Life and Pension, going by her email of October, 2018. It is similarly evident that the Company Business Structure as



at December, 2018, had three distinct General Managers [Medical, General and Life] while General Manager Pension and Annuities was a new position that was to carry pension and Annuity businesses upon the composite split.

58. The Claimant did not deny that the Respondent's company was going through restructuring and that she was aware of the new structure which was bound to affect the role assigned to her at employment. It is also clear from the company structure produced in evidence, that the position the Claimant held would change to General Manager Life & Pension, and which position the Claimant had already embraced going by her emails of as earlier as October, 2018, just two months into her contract, where she signed of as General Manager Life and Pension.
59. In yet another email of 28<sup>th</sup> August, 2018, which is the same month the Claimant was employed, the Head of Human Resources, gave the Claimant's designation as General Manager, Life & Pension. Further, in a hand over report dated 3<sup>rd</sup> September, 2018, the Respondent's General Manager, Employee Benefits, handed over his role to the Claimant just a month into her position.
60. The Claimant's contention that she held fort for Regional Head, Life Mr. Azim Dawood is confirmed by his email of 18<sup>th</sup> December, 2018, amongst others, where he states:-

“Roselyne, I hope you are dealing with this matter during my absence from office.”

61. It is also evident from the record, that the Claimant sought bonus and salary review as well as formal communication on her reporting lines, with nothing showing that this ever happened.
62. In my considered view, there was nothing wrong in the Respondent assigning the Claimant additional roles as it evidently did. The issue is why no commensurate compensation was given for the new roles assigned, even when the same was subject of discussion between the parties herein, and the fact that the Respondent did not at all deem it necessary to formalize the new working arrangement. The Claimant's role was no doubt expanded far beyond what she signed for, albeit informally. Section 10[5] of the Employment Act provides that:-

“Where any matter stipulated in subsection [1] changes, the employer shall, in consultation with the employee, revise the contract to reflect the change and notify the employee of the change in writing.”

63. In *Coca Cola East & Central Africa Ltd v Maria Kagai Ligaga* [2015] eKLR, the Court of Appeal, citing *Western Excavating* [supra], defined constructive dismissal as occurring when an employer commits a significant or repudiatory breach of contract, showing an intention not to be bound by essential terms, thereby entitling the employee to treat themselves as dismissed.
64. From the foregoing analysis of the chronology of events preceding the Claimant's resignation, there is no doubt that the Respondent varied the Claimant's employment contract immediately she took up her position. The multiple acting roles [Regional Head of Life and GM Employee benefits], and the expanded role from General Manager Life to General Manager Life and Pension, are some of the salient features that clearly demonstrates that the position the Claimant was employed for was certainly not the same job she undertook in the 11 months she was in the service of the Respondent.
65. In the case of *Catherine M. Njoroge v Purple Star Kenya Limited* [2017] eKLR, the court held:-

“Where an employer assigns an employee duties significantly different from their contract without consultation or proper justification, and particularly where such changes increase



the burden or nature of work, that amounts to a fundamental breach entitling the employee to claim constructive dismissal.”

66. The court also notes that the Respondent failed to adjust the Claimant’s remuneration and did not respond to her allegations of harassment by a senior officer.

67. The totality of the issues raised by the Claimant as informing her decision to resign, are in my view demonstration that the Respondent no longer intended to be bound by the contract, entitling the Claimant to treat herself as constructively dismissed. The Court of Appeal in *Kenya Airways Limited v Aviation & Allied Workers Union Kenya & 3 others* [2014] eKLR held that:-

“The moment an employer varies the terms of an employee’s engagement in a way that touches on the root of the contract—without consultation or consent—such conduct may entitle the employee to treat themselves as dismissed.”

68. In the circumstances, I find and hold that the Claimant was constructively dismissed.

### **Whether the Claimant was discriminated against**

69. The Claimant told court that the Respondent subjected her to discriminatory pay practices, noting that other senior managers received allowances [housing, car, phone, and club membership] which she did not. She further contends that though the Chief Finance Officer approved her phone allowance, the same was never paid.

70. It is her case that she formally requested a salary and bonus review during a meeting with the Board Chairman and Group CEO on 17<sup>th</sup> June, 2019, and that although they assured her that compensation would be reviewed, no changes were implemented.

71. It is her position that she was subjected to systemic and gender based discrimination in violation of Article 27[4] of *the Constitution* and Section 5 of the *Employment Act*, which guarantee equality and prohibit discriminatory treatment. She asserts that despite managing multiple high-value departments, Life, Pensions, and Annuities she was denied compensation and benefits accorded to male colleagues of similar rank.

72. The Respondent denies all allegations of harassment, intimidation, or discrimination, asserting that the Claimant enjoyed a good working environment and cordial relations with management. It states further that it supported the Claimant’s career advancement, including facilitating a trip to the USA at her request, to prepare her for the CEO role.

73. The Claimant contends that the Respondent subjected her to differential treatment in relation to similarly placed colleagues, particularly male General Managers without any lawful or objective justification.

74. The court notes that the Claimant’s responsibilities as she correctly submitted, grew significantly over time and she transitioned from managing a single business unit to overseeing three businesses. The court is however not convinced that the reason she was not compensated for the expanded role was due to her gender.

75. I therefore return that the Claimant has not proved a case of discrimination on account of her gender or at all.



### **Whether the Claimant is entitled to the reliefs sought**

76. The Claimant has sought a myriad of reliefs under her statement of claim. I note that the Respondent's evidence that the Claimant was paid her terminal dues pursuant to a mediation settlement is uncontroverted. I will in the circumstances, not deal with any prayer related to terminal dues.
77. In respect of compensation for the constructive dismissal, Section 49 entitles the Claimant to compensation for the unfair termination premised on the finding of constructive dismissal. In the case of *Alphonce Maghanga Mwachanya v Operation 680 Limited* [2013] eKLR the Court held that in determining an award of compensation the court is to consider the 13 factors set out under Section 49 [4] of the *Employment Act*.
78. Further in *Kenya Broadcasting Corporation v Geoffrey Wakio* [2019] eKLR the court pointed out that an award of the maximum of 12 months pay must be based on sound judicial principles, and that the trial judge must justify or explain why a Claimant is entitled to the maximum award.
79. The Claimant was in the service of the Respondent for 11 months, where though she was hired for just one position, She in the 11 months transitioned from managing a single business unit to overseeing three business units, and in addition, held acting responsibility for two other positions, including one held then by her supervisor without any additional remuneration for the expanded roles.
80. Taking the foregoing into account, and further considering the reasonable expectation of the Claimant as to the length of time for which her employment with the Respondent might have continued but for the constructive dismissal, I reach the conclusion that the Claimant has proved a case for maximum compensation.
81. I proceed to award 12 months' salary equivalent as compensation for the constructive dismissal.
82. The remedies sought on account of assignments performed outside her employment are in my view not available to the Claimant considering that those are the same issues that cumulatively amounted to repudiation of her contract, hence the compensation for the constructive dismissal.
83. The Claimant's telephone allowance was approved in April, 2019 at Kshs. 5000 which was not paid. This claim will thus succeed on the basis that an approval had been given for the same by the Respondent.
84. On the other cumulative disparity pay, no evidence was led to show that the Claimant was entitled to the housing allowance, car allowance club allowance and the entertainment allowance that she claims. Her contract carried a consolidated pay that did not specifically provide for these claims.
85. In whole, the Claimant's claim succeeds in terms of the following orders: -
  - a. A declaration that the Claimant was constructively dismissed.
  - b. An order that the Respondent pays the Claimant 12 months' salary as compensation for the constructive dismissal at Kshs. 15,600,000/-
  - c. Reimbursement of the telephone allowance from the date of approval [April-July] at Kshs. 20,000/-
  - d. The Respondent shall bear the costs of the suit
  - e. Interest shall accrue on [b] & [c] above from the date of this judgment until payment in full.
86. Judgment of the Court.



**SIGNED, DATED AND DELIVERED BY VIDEO-LINK AND IN COURT AT NAIROBI THIS  
23<sup>RD</sup> DAY OF OCTOBER, 2025.**

**C. N. BAARI**

**JUDGE**

Appearance:

Ms. Mbayi present for the Claimant

Ms. Natalie Obago h/b for Mr. Mbaluto for the Respondent

Ms. Esther S- C/A

