



**Cheshire v Board of Directors Kenya Accreditation Service & another (Cause E248 of 2025) [2025] KEELRC 3270 (KLR) (20 November 2025) (Ruling)**

Neutral citation: [2025] KEELRC 3270 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E248 OF 2025  
S RADIDO, J  
NOVEMBER 20, 2025**

**BETWEEN**

**MARTIN KIMUTAI CHESIRE ..... CLAIMANT**

**AND**

**BOARD OF DIRECTORS KENYA ACCREDITATION SERVICE .... 1<sup>ST</sup>  
RESPONDENT**

**KENYA ACCREDITATION SERVICE ..... 2<sup>ND</sup> RESPONDENT**

**RULING**

1. Martin Kimutai Chesire sued the Board of Directors, Kenya Accreditation Service (the Board) and the Kenya Accreditation Service (the Respondent) on 27 March 2025, alleging breach of contract as well as statutory breaches.
2. On 7 August 2025, the Board filed a Summons seeking orders:
  - i. That the name of the Board of Directors, Kenya Accreditation Service, sued in this Cause as the 1<sup>st</sup> Respondent, be struck out for having been improperly joined.
  - ii. That upon grant of prayer (..) above, the costs of this application and of the main Cause be granted the 1<sup>st</sup> Respondent.
3. The grounds in support of the Motion were that the Respondent employed the Claimant and the contract was exclusively between the two parties and not the Board; the Respondent is a creature of section 4 of the *Kenya Accreditation Service Act* and therefore a legal personality capable of entering into contracts and being sued; the Board's role is management and cannot be liable for any breaches by the Respondent and is improperly joined to the proceedings.
4. The Court gave directions on the Motion on 29 September 2025. The Claimant did not file a response to the Summons (which should have been filed and served before 10 October 2025).



5. The Board filed its submissions on 29 October 2025 (should have been filed and served before 24 October 2025).
6. The Claimant did not file submissions.
7. The Court has given due consideration to the Summons, affidavits and submissions on record.
8. The Claimant entered into an initial contract with the Respondent on 28 February 2018. The contract was renewed on or around 18 December 2020 and has since expired.
9. Under section 4(3) of the [Kenya Accreditation Service Act](#), the Respondent is a legal person capable of entering into contracts and being sued.
10. The gravamen of the Claimant's action is against the Respondent and not the Board. The remedies pleaded can only be met by the Respondent and not the Board.
11. This conclusion finds support in holding in *Multichoice Kenya Ltd v Mainkam Ltd & Ar* (2013) KEHC 4015 (KLR) that:

“directors are generally not personally liable on contracts purporting to bind their company. If the directors have authority to make a contract, then only the company is liable on it. To my mind, there is no doubt that ever since famous case of *Salomon v Salomon* (1897) A.C. 22, Courts have applied the principle of corporate personality strictly.”

12. It will serve no legal objective to keep the Board as a party to the proceedings.

Orders

13. Flowing from the above, the Summons dated is allowed in the following terms:

- i. The Board of Directors, Kenya Accreditation Board, is struck out from the proceedings.
- ii. The Claimant to file and serve an Amended Memorandum of Claim without the name of the Board of Directors, Kenya Accreditation Service within the next 14 days.

14. Costs in the cause.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 20<sup>TH</sup> DAY OF NOVEMBER 2025.**

**RADIDO STEPHEN, MCIArb**

**JUDGE**

Appearances

For Claimant Sisule & Associates LLP

For Respondents Olel, Onyango, Ingutiah Advocates LLP

Court Assistant Wangu

