



**Kamboka v Standard Group Plc & another (Cause E928 of 2025)  
[2025] KEELRC 3199 (KLR) (14 November 2025) (Ruling)**

Neutral citation: [2025] KEELRC 3199 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E928 OF 2025  
SC RUTTO, J  
NOVEMBER 14, 2025**

**BETWEEN**

**EVERLYNE JUDITH KAMBOKA ..... CLAIMANT**

**AND**

**THE STANDARD GROUP PLC ..... 1<sup>ST</sup> RESPONDENT**

**OFFICE OF THE DIRECTOR OF PUBLIC PROSECUTIONS .... 2<sup>ND</sup>  
RESPONDENT**

**RULING**

1. Before this Court for determination is a Notice of Motion dated 24<sup>th</sup> September 2025, by which the Claimant/Applicant seeks an order directing the 1<sup>st</sup> Respondent to pay her the sum of Kshs 2,371,909/- pending the hearing and determination of the Claim.
2. The Motion is based on the grounds stated therein and is supported by the Affidavit of the Claimant, Everlyne Judith Kwamboka, sworn on 24<sup>th</sup> September 2025. The Claimant avers that she was employed by the 1<sup>st</sup> Respondent from 1<sup>st</sup> November 2003 until 1<sup>st</sup> October 2024, and that on or about 2<sup>nd</sup> October 2024, she was unlawfully terminated under the guise of redundancy through a backdated notice dated 30<sup>th</sup> July 2024.
3. The Claimant further avers that the 1<sup>st</sup> Respondent calculated her redundancy pay at Kshs 1,523,181.00 and, in the same letter dated 30<sup>th</sup> July 2024, acknowledged in writing that it owed her salary arrears totaling Kshs 848,728.00.
4. She contends that she has not received either her salary arrears or the redundancy pay. The Claimant adds that the 1<sup>st</sup> Respondent had undertaken to settle these amounts by August 2025 but has failed to pay any of the admitted sums.



5. In her view, the 1<sup>st</sup> Respondent's failure to remit her salary arrears and redundancy pay constitutes a breach of *the Constitution* and the *Employment Act*.
6. She further avers that the 1<sup>st</sup> Respondent is in contravention of Section 17 of the *Employment Act*.
7. The 1<sup>st</sup> Respondent opposed the Notice of Motion by filing a Replying Affidavit sworn on 13<sup>th</sup> November 2025 by Jesse Waigwa, its Legal Officer.
8. Mr. Waigwa avers that the Claimant was engaged with the 1<sup>st</sup> Respondent under various contractual arrangements from 1<sup>st</sup> November 2006 to 1<sup>st</sup> October 2024, beginning with an "agreement for services" which established her as an independent contractor rather than an employee.
9. He further avers that the Claimant was subsequently deployed from 1<sup>st</sup> April 2006 onwards, and therefore the computation of severance pay and terminal benefits should exclude the period she served as an independent contractor, as there is no legal basis for severance pay to be granted to a non-employee.
10. Mr. Waigwa denies that the Claimant was unlawfully terminated, contending that her termination followed a lawful and justified redundancy process conducted in full compliance with the *Employment Act*. He asserts that the termination was based on operational requirements and that the Claimant was issued with notice in accordance with statutory provisions.
11. He further avers that the 1<sup>st</sup> Respondent has not breached any undertaking, noting that the redundancy payment arrangement was part of a mutually agreed phased payment plan, of which the Claimant was fully aware and had consented to.
12. Mr. Waigwa contends that the Claimant has failed to disclose material facts concerning payments already made, including a payment made on 30<sup>th</sup> January 2025 toward reducing salary arrears, and thus approaches this Court with unclean hands.
13. He adds that the Claimant has also failed to formally clear with the 1<sup>st</sup> Respondent, a requirement outlined in internal policy and the employee handbook.
14. Mr. Waigwa further argues that the Claimant's prayer for interim payment is misplaced and unwarranted, as she has not met the threshold for the grant of a mandatory injunction, which requires a high degree of assurance that such an order would be upheld at trial.
15. He asserts that a mandatory injunction should not be granted in interlocutory proceedings except in special circumstances, and only in clear cases where the Court is satisfied that the injunction would likely be justified at trial.
16. Mr. Waigwa further deposes that the Claimant has failed to satisfy the principles governing the grant of temporary or mandatory injunctions, as established in *Giella v Cassman Brown Co. Ltd* (1973) EA 358.
17. In his view, the Claimant has not demonstrated that she has suffered or is likely to suffer irreparable harm that cannot be compensated by monetary damages. He submits that the balance of convenience favors the 1<sup>st</sup> Respondent, who has acted lawfully and in good faith, and that no premature or unwarranted orders should be issued against it.

### **Analysis and Determination**

18. From the record, the sole issue for determination is whether, at this interlocutory stage, the Claimant has met the threshold for the grant of the orders sought.



19. The primary relief sought by the Claimant is an order for the payment of her salary arrears and redundancy benefits, totaling Kshs 2,371,909.00.
20. At the outset, it is important to note that the relief sought is in the nature of a mandatory injunction, as it seeks to compel the 1<sup>st</sup> Respondent to perform a specific act. A mandatory injunction requires a party to undertake a positive action to remedy a wrongful omission, effectively directing that a particular act be carried out (see *New Ocean Transport Limited & Another v Anwar Mohamed Bayusuf Limited* [2014] eKLR).
21. The principles guiding the grant of mandatory injunctions were clearly outlined in *Locabail International Finance Ltd v Agro-Export and Another* [1986] All E.R. 901, where the Court stated as follows: -

“A mandatory injunction ought not to be granted on an interlocutory application in the absence of special circumstances, and then only in clear cases — either where the Court thinks that the matter ought to be decided at once, or where the injunction is directed at a simple and summary act which can easily be remedied, or where the defendant has attempted to steal a march on the plaintiff. Moreover, before granting a mandatory injunction, the Court must feel a high degree of assurance that, at trial, it will appear that the injunction was rightly granted — that being a different and higher standard than that required for a prohibitory order.”
22. Fundamentally, a Court may grant a mandatory injunction at the interlocutory stage only in clear and exceptional cases where special circumstances have been demonstrated.
23. The Claimant’s case is that her employment was unfairly terminated on the grounds of redundancy, and that the 1<sup>st</sup> Respondent had undertaken to pay her salary arrears and redundancy benefits by August 2025, but has failed to do so.
24. Opposing the Application, the 1<sup>st</sup> Respondent asserts that the redundancy payment arrangement formed part of a mutually agreed phased payment plan, of which the Claimant was fully aware and to which she had consented. The 1<sup>st</sup> Respondent further contends that the Claimant has failed to disclose material facts regarding payments already made, including a payment on 30<sup>th</sup> January 2025 towards reducing the salary arrears owed.
25. The 1<sup>st</sup> Respondent also argues that the Claimant has not met the threshold for the grant of a mandatory injunction, which requires the Court to be satisfied with a high degree of assurance that such an order would be upheld at trial, as held in *Kenya Breweries Ltd & Another v Washington O. Okeya* (2002) eKLR.
26. It is undisputed that the Claimant’s employment was terminated on the basis of redundancy.
27. Annexed to the Claimant’s Supporting Affidavit is a Notice of Termination on Account of Redundancy dated 30<sup>th</sup> August 2024. In that letter, the Claimant was advised that her final dues amounted to Kshs 1,523,181/-, less any amounts owed and statutory deductions.
28. Under Section 40(1) of the *Employment Act*, an employer is prohibited from terminating a contract of employment on the grounds of redundancy unless the conditions set out therein are fulfilled.
29. Specifically, clauses (e), (f), and (g) of Section 40(1) provide for redundancy benefits due to an affected employee, including payment of accrued leave, one month’s salary in lieu of notice, and severance pay at a rate of not less than fifteen days’ pay for each completed year of service.



30. Beyond referencing the phased payment plan, the 1<sup>st</sup> Respondent has not demonstrated that the Claimant was paid her statutory entitlements under Section 40(1) of the Employment Act as indicated in the letter dated 30<sup>th</sup> August 2024. Indeed, the payment plan annexed to the Claimant's Supporting Affidavit shows that the last instalment was scheduled for August 2025.
31. It must also be appreciated that Section 40(1) of the Employment Act is unequivocal that the statutory payments are to be made prior to a termination on the grounds of redundancy taking effect.
32. As to the outstanding salary arrears, the Claimant attached to her Supporting Affidavit a letter dated 30<sup>th</sup> August 2024 from Quinter Okoth, the 1<sup>st</sup> Respondent's Human Resource Business Partner, confirming that the Claimant's total salary arrears amounted to Kshs 848,728/-. In the same letter, Ms. Okoth committed that the salary arrears would be settled promptly.
33. It is also notable that the 1<sup>st</sup> Respondent has not produced evidence to substantiate the payment referenced in Mr. Waigwa's Replying Affidavit, allegedly made in January 2025, towards the Claimant's salary arrears.
34. The employer's duty to compensate an employee for services rendered is a cardinal rule in any employment relationship, as reflected in Section 17(1) of the Employment Act, which is couched as follows:

“ 17[1] Subject to this Act, an employer shall pay the entire amount of the wages earned by or payable to an employee in respect of work done by the employee in pursuance of a contract of service...”
35. In the present case, the 1<sup>st</sup> Respondent has not advanced any justifiable reason for withholding the Claimant's salary arrears.
36. In view of the foregoing, and bearing in mind that the Claimant's claims at this stage pertain to salary and benefits forming part of her statutory entitlements, the Court is satisfied that this matter constitutes a clear case with special circumstances, warranting the grant of a mandatory injunction at this interlocutory stage.
37. In sum, the Court finds that the Claimant's Application dated 24<sup>th</sup> September 2025 is meritorious and is hereby allowed on the following terms:
  - a. The 1<sup>st</sup> Respondent is directed to immediately pay the Claimant the salary arrears and redundancy benefits in accordance with Sections 17(1) and 40(1)(e), (f), & (g) of the Employment Act, totaling Kshs 2,371,909.00, subject to statutory deductions.
  - b. The 1<sup>st</sup> Respondent shall bear the costs of this Application.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 14<sup>TH</sup> DAY OF NOVEMBER 2025.**

.....

**STELLA RUTTO**

**JUDGE**

In the presence of

For the Claimant/Applicant Githinji instructed by Ms. Kilonzo

For the 1<sup>st</sup> Respondent Mr. Ngure instructed by Mr. Ogola



For the 2<sup>nd</sup> Respondent No appearance

Court Assistant Elijoy

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 15<sup>th</sup> March 2020 and subsequent directions of 21<sup>st</sup> 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 had 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.

