



**Rabala v Sheer Logic Management Consultants Ltd (Cause E150 of 2021)
[2025] KEELRC 3078 (KLR) (6 November 2025) (Judgment)**

Neutral citation: [2025] KEELRC 3078 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E150 OF 2021
S RADIDO, J
NOVEMBER 6, 2025**

BETWEEN

BERNARD RABALA CLAIMANT

AND

SHEER LOGIC MANAGEMENT CONSULTANTS LTD RESPONDENT

JUDGMENT

1. Bernard Rabala (the Claimant) sued Sheer Logic Management Consultants Ltd (the Respondent) on 17 February 2021, alleging unfair termination of employment and breach of contract.
2. The Respondent filed a Response on 8 March 2021. The Claimant filed a Reply to the Response on 13 June 2023.
3. Agreed Issues were filed on 9 December 2024.
4. The Cause was heard on 10 June 2025. The Claimant and the Respondent's Human Resource Business Partner testified.
5. The Claimant filed his submissions on 24 June 2025, and the Respondent on 15 September 2025.
6. The Claimant outlined the Issues in dispute as:
 - i. Whether the Claimant was terminated without due notice?
 - ii. Whether the Claimant is entitled to the terminal dues sought in the Memorandum of claim?
7. The Respondent isolated the Issues for determination as:
 - i. Whether the Claimant was a piece rate worker?
 - ii. Whether the termination of the Claimant's employment was wrongful and unlawful?



- iii. Whether the Claimant is entitled to the reliefs sought?
8. The Court has considered the pleadings, evidence and submissions.

Nature of employment

9. The Claimant testified that he was a general worker and that his salary varied from month to month, and that he was employed on 1 May 2009 and separated from the Respondent in October 2019.
10. The Claimant did not contest the Respondent's witness testimony that he was on piece rate work, and the Court has no hesitation in finding that the Claimant was on piece rate work from 2009 to 2019.

Unfair termination of employment

11. The Respondent, a human resource outsourcing company, entered into an agreement with Kenya Breweries Ltd to outsource or provide manpower to it.
12. The Claimant was one of those engaged by the Respondent and sent to provide services at Kenya Breweries Ltd in 2009.
13. On or around 28 August 2019, Kenya Breweries Ltd gave the Respondent a month's notice of termination of the outsourcing contract.
14. Faced with the termination, the Respondent summoned the outsourced staff to a meeting on 12 September 2019, and the Claimant attended.
15. The Respondent informed the employees at the meeting that, because of the termination of the outsourcing contract with Kenya Breweries Ltd, their respective employment contracts would also be terminated (copy of minutes produced).
16. The Claimant was in a contractual relationship with the Respondent for about 10 years. In terms of section 9 of the *Employment Act*, 2007, the Respondent should have reduced the contract into writing. There was no evidence that a written contract was drawn.
17. Copies of the Claimant's pay slips produced by the Respondent in Court indicate that the Claimant was paid by the month. The salary varied month to month.
18. By dint of section 35(1)(c) of the *Employment Act*, 2007, the Respondent ought to have issued to the Claimant a written notice of termination of contract of at least 28 days. No such notice was issued. Pay in lieu of notice was also not paid.
19. In the circumstances, the Court finds that the Respondent unfairly terminated the Claimant's employment.

Pay in lieu of notice

20. The Respondent did not give the Claimant written notice, and the Court will allow the head of claim for 1 month's pay in lieu of notice in the sum of Kshs 40,091/- (using September 2019 pay slip).

Compensation

21. The Claimant served the Respondent for about 10 years, and he continued providing services at Kenya Breweries Ltd, but under a different outsourcing company.



22. Considering these factors, the Court is of the view that the equivalent of 6 months' gross salary as compensation would be appropriate (gross salary in September 2019 was Kshs 40,091/-).

Breach of contract

23. The Claimant sought to be paid wages for October 2019, but he admitted that the contract ended on 30 September 2019.

24. The Court finds that the Claimant is not entitled to any wages after the end of the contract.

Untaken leave

25. The Claimant testified that the Respondent never allowed him to proceed on annual leave during the term of the employment and prayed to be awarded Kshs 379,470/-.

26. The Respondent did not place before the Court the Claimant's leave records as contemplated by section 10(3) of the *Employment Act*, 2007.

27. Section 28(4) of the *Employment Act*, 2007, circumscribes how much annual leave can be carried forward.

28. The Court will only allow this head of the claim for the last 18 months of the contract, equivalent to one and a half months' salary.

Service pay

29. The Claimant was contributing to the National Social Security Fund and, pursuant to section 35(5) and (6) of the *Employment Act*, 2007, is not eligible for service pay.

Certificate of Service

30. A certificate of service is a statutory entitlement, and the Respondent should issue one to the Claimant.

Conclusion and Orders

31. The Court finds and declares that the Respondent unfairly terminated the Claimant's employment and was also in breach of contract.

32. The Claimant is awarded:

i. Pay in lieu of notice Kshs 40,091/-

ii. Compensation Kshs 240,546/-

iii. Accrued leave Kshs 60,136/-

Total Kshs 340,773/-

33. The Respondent to issue a Certificate of Service to the Claimant within 30 days.

34. The award to attract interest at court rates from the date of judgment. The Claimant to have costs.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS DAY 6TH OF NOVEMBER 2025.

RADIDO STEPHEN, MCIArb

JUDGE



Appearances

For Claimant Kay Adams & Co. Advocates

For Respondent AWK Law Advocates LLP

Court Assistant Wangu

