

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT  
AT NAIROBI**

**CAUSE NO. E829 OF 2024**

**TRANSPORT WORKERS UNION - KENYA**                      **CLAIMANT**

**v**

**R.K. SANGHANI & SONS**    **1<sup>st</sup>**  
**RESPONDENT**

**NAUTAMLAL SANGHANI**    **2<sup>nd</sup>**

**RESPONDENT JUDGMENT**

1. The Transport Workers Union - Kenya (the Union) sued R.K. Sanghani and Nautamlal Sanghani (the Respondents) on 1 October 2024, and it stated the Issue in Dispute as:

Failure by the 1<sup>st</sup> and 2<sup>nd</sup> Respondents to remit deducted monthly trade union dues in accordance with sections 48 and 50 of the Labour Relations Act, 2007.
2. At the same time, the Union filed a Motion seeking various interlocutory orders.
3. The Respondents filed a Response to the Claim on 8 October 2024. On the same day, the 2<sup>nd</sup> Respondent filed a replying affidavit in response

to the Motion.

4. The Court delivered a Ruling on 19 June 2025, dismissing the Motion.
5. On 25 November 2024, the Court granted the Respondents leave to file and serve a further affidavit, and it was filed on 4 December 2024.
6. During the same session, the Court directed the County Labour Officer to conduct an inquiry, and he issued an undated report.
7. The Union did not accept the report, and it filed a Reply to the Report on 24 April 2025.
8. When the parties appeared in Court on 15 October 2025, Union proposed, without opposition from the Respondents, that the Cause be determined based on the pleadings and submissions to be filed.
9. The Court directed the parties to file and exchange submissions on 15 October 2025.
10. The Unions' submissions were filed on 12 November 2025 (should have been filed and served by 29 October 2025). The Respondents

had filed their submissions on 28 October 2025.

11. The Union identified the Issues in its submissions as:

- (i) Whether there is a proper suit (sic) was prematurely filed?
- (ii) Whether the Claimant is entitled to union dues?
- (iii) What remedies should be granted in the circumstances?

12. The Respondents did not isolate the Issues in contention but submitted on whether the Union had met the evidential threshold for the grant of recognition and the effect of a Ruling delivered by the Court on 19 June 2025.

13. The Court has considered the pleadings, affidavits on record and submissions and makes the following determinations.

14. One, the Respondents are members of the Concrete Quarry Owners Group of the Federation of Kenya Employers, and in that capacity entered into a recognition agreement with the Kenya Quarry and Mine Workers Union.

15. Consequently, on or about 1 June 2022, the Respondents executed a Collective Bargaining Agreement with the Kenya Quarry and Mine Workers Union.
16. The Agreement was to last for 2 years or, in default, until amended.
17. Two, the Union recruited some 342 employees of the Respondents and sent the check-off forms (Form S) to the Respondents on 31 October 2023, 21 January 2024, 21 February 2024, 8 April 2024 and 13 May 2024 with a request to commence the deduction of trade union dues.
18. When the Respondents declined to deduct and remit trade union dues from the employees, the Union reported a trade dispute to the Cabinet Secretary, Labour, who in turn appointed a Conciliator.
19. Three, the Conciliator released a report on 28 August 2024, recognising and confirming the relationship between the Respondents and the

Kenya Quarry and Mine Workers Union and finding that the Union was representative of the majority of the unionisable employees.

20. Four, the Conciliator also found that the Union had recruited some employees of the Respondents and that some of the employees had resigned from the Union upon the restructuring of the Respondents' business.
21. Five, without a revocation of the recognition agreement between the Respondents and the Kenya Quarry and Mine Workers Union, the current legal framework does not contemplate an employer granting a similarly situated trade union recognition for the same category or cadre of employees. If there is a distinction in cadre, the Courts have allowed other trade unions to operate within the same employer.
22. Six, trade union dues and recognition are sometimes exclusive.
23. In the instant case, the Respondents placed before the Court many resignation or withdrawal letters from the Union, and the Court cannot make a blanket order directing the Respondents to deduct

and remit trade union dues.

24. Seven, the Union did not prove the particulars of the Kshs 2,257,200/- pleaded as accrued or unremitted trade union dues. Although the Labour Relations Act allows for trade union dues to be deducted at 2.5% of an employee's basic salary, the Union did not disclose whether all employees earned the same basic salary.

### **Orders**

25. The Cause herein is found without merit and is dismissed with no order on costs, considering that the Union had recruited some employees of the Respondents.

**Delivered virtually, dated and signed in Nairobi on this 27<sup>th</sup> day of November 2025.**

**NAIROBI**  
**Radido Stephen,**  
**MCI Arb Judge**

### **Appearances**

For Claimant

Mr Ndiege,  
Industrial Relations Officer

For Respondent

Chamwada & Co. Advocates

Court Assistant

Wangu