



REPUBLIC OF KENYA



KENYA LAW
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**Moors v Bright Vision Media Limited (Cause e167 of 2025)
[2025] KEELRC 3496 (KLR) (1 December 2025) (Ruling)**

Neutral citation: [2025] KEELRC 3496 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E167 OF 2025
SC RUTTO, J
DECEMBER 1, 2025**

BETWEEN

CHRISTINA MOORS CLAIMANT

AND

BRIGHT VISION MEDIA LIMITED RESPONDENT

RULING

1. Before this Court for determination is the Respondent/Applicant's Notice of Motion dated 23rd June 2025, through which it seeks an order striking out the Claimant's Memorandum of Claim.
2. The Application is premised on the grounds set out on the face of the Motion and is supported by the annexed affidavit of Njoki Mugambi, the Respondent's Senior Human Resource Manager. The grounds in support of the Motion are that the cause of action arose on 7th February 2022, when the Claimant's termination of employment took effect. That the Claimant filed the suit on 5th March 2025, by which time the three-year statutory limitation period prescribed under Section 89 of the *Employment Act* had already lapsed. Accordingly, the Applicant contends that this Court lacks jurisdiction to hear and determine the suit, as it was instituted in contravention of Section 89 of the *Employment Act*.
3. The Claimant opposed the Application through a Replying Affidavit sworn on 14th July 2025. She avers that she was initially employed by the Respondent as an Anchor – Talk Africa under an employment contract dated 16th November 2017, which was subsequently amended on 19th February 2018. The contract was for a term of 12 months, running from 1st February 2018 to 31st January 2019.
4. She further avers that the Respondent issued her a new employment contract dated 23rd January 2019 for a period of 36 months, covering 1st February 2019 to 31st January 2022.
5. The Claimant states that, on 17th November 2021, she was issued yet another employment contract commencing on 1st February 2022 and set to run until 31st January 2025.



6. She avers that by a letter dated 7th February 2022, the Respondent issued her with a notice of termination of the latter contract of employment, indicating that it was unable to continue implementing the terms and conditions of that contract.
7. The Claimant further states that, pursuant to the said notice, the third contract of employment came to an end on 8th March 2022, and that this suit, filed on 5th March 2025, was instituted within the timelines prescribed under the [Employment Act](#).

Submissions

8. The Motion was canvassed by way of written submissions. Both parties filed written submissions, which the Court has duly considered.

Analysis and Determination

9. Flowing from the record, the singular issue for determination is whether the present suit is time-barred pursuant to Section 89 of the [Employment Act](#).
10. The aforementioned Section 89 of the [Employment Act](#) provides as follows: -
 - (89) Notwithstanding the provisions of section 4(1) of the [Limitation of Actions Act](#) (Cap. 22), no civil action or proceedings based or arising out of this Act or a contract of service in general shall lie or be instituted unless it is commenced within three years next after the act, neglect or default complained or in the case of continuing injury or damage within twelve months next after the cessation thereof.
11. Fundamentally, Section 89 imposes a mandatory three-year limitation period for actions arising under the [Employment Act](#) or out of a contract of service, as is the case here.
12. Consequently, a claim becomes statute-barred if it is not instituted within three years from the date the cause of action arose.
13. It is therefore necessary, as a preliminary step, to ascertain the date on which the cause of action accrued.
14. In an employment dispute alleging unfair termination, the cause of action crystallizes on the date the employment relationship is severed. From the record, the parties herein take diametrically opposed positions on this issue, and the date of termination of the employment contract is hotly contested.
15. While the Claimant pleads at paragraph 23 of the Memorandum of Claim that the termination notice took effect on 8th March 2022, the Applicant contends that the Claimant's employment ceased on 7th February 2022.
16. The termination letter dated 7th February 2022 is couched as follows:

“Your services are therefore terminated with immediate effect starting today, the 7th February 2022. However, the company will pay you for the one-month notice. Your contract shall thus end effective 8th March 2022.”
17. It is not explicit from this letter whether the Claimant's employment was terminated on 7th February 2022 or on 8th March 2022.
18. In the circumstances, the question of the actual date on which the Claimant's employment effectively ended cannot be resolved on affidavit evidence alone, particularly before such evidence is tested through cross-examination.



19. To summarily determine the issue and strike out the suit on the basis of contested affidavit evidence would be unduly draconian.
20. Accordingly, prudence dictates that the issue of whether the claim is time-barred under Section 89 of the *Employment Act* be determined after the Court has evaluated the full factual matrix and evidentiary material, including viva voce evidence from both parties.
21. In sum, the Notice of Motion dated 23rd June 2025 is dismissed, with an order that costs will be in the cause.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 1ST DAY OF DECEMBER 2025.

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STELLA RUTTO

JUDGE

In the presence of:

For the Claimant Ms. Nimo

For the Respondent Ms. Bubi

Court assistant Mohammed

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 15th March 2020 and subsequent directions of 21st 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.

