



**Buya v Kenyatta University Teaching, Referral and Research Hospital (KUTRRH)
(Cause E1015 of 2025) [2026] KEELRC 64 (KLR) (23 January 2026) (Ruling)**

Neutral citation: [2026] KEELRC 64 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E1015 OF 2025
S RADIDO, J
JANUARY 23, 2026**

BETWEEN

EDWARD BUYA CLAIMANT

AND

**KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH
HOSPITAL (KUTRRH) RESPONDENT**

RULING

1. Kenyatta University Teaching, Referral & Research Hospital (the Respondent) offered Edward Buya (the Claimant) employment as Assistant Transport Manager on or around 4 August 2020. The contract was for a term of 5 years.
2. The Respondent renewed the contract on or around 9 June 2025.
3. Weeks later, on 19 June 2025, the Respondent issued a show cause notice to the Claimant. Allegations revolved around irregularities in fuel expenditure.
4. The Claimant then moved the Court on 21 October 2025, alleging unfair labour practices.
5. At the same time, the Claimant filed a Motion seeking orders:
 - i. spent
 - ii. spent.
 - iii. Pending the hearing and determination of this suit, the Honourable Court be pleased to maintain the status quo as at the date of filing, namely that the Claimant continues to discharge duties of Transport Manager, and the Respondent be restrained from filing or confirming any other person to that position.
 - iv. Costs of this application be in the cause.



6. The primary grounds in support of the Motion were that at all material times, the Claimant was an Assistant Transport Manager; that upon the retirement of the Transport Manager in April 2024, the Claimant was instructed to assume the duties of the Transport Manager; despite the instructions, the Respondent renewed the Claimant's contract as Assistant Transport Manager on 9 June 2025; that the Respondent issued a show cause notice to the Claimant on 19 June 2025 in which he was addressed as Transport Manager; the Respondent threatened to surcharge the Claimant Kshs 999,014/- on 6 August 2025 to intimidate him from laying a claim to the position of Transport Manager and that the Respondent ultimately appointed another person irregularly as the Transport Manager.
7. The Court gave directions on the Motion on 22 October 2025 and 17 November 2025.
8. The Respondent filed a replying affidavit sworn by its Director, Human Resources, on 11 November 2025.
9. The Director deponed in the affidavit that upon the retirement of the Transport Manager in April 2024, the position could not be filled because the human resource instruments were still under review; the new instrument did not have the position of Transport Manager; the Claimant was never formally appointed to act as Transport Manager; the Claimant was under investigations/disciplinary action for unauthorised use or mismanagement of the Respondent's fleet; the reference to the Claimant as Transport Manager in the show cause was in error; the Claimant's contract had been renewed as Assistant Transport Manager on 9 June 2025 and that due to malpractices in the transport department, a Senior Administration Officer was formally appointed to oversee the department on 28 August 2025.
10. The Respondent filed its submissions on 12 November 2025. The Respondent urged that the Claimant had not established a prima facie case as set out in *Mrao Ltd v First American Bank of Kenya Ltd & 2 Ors* (2003) KLR 125.
11. Despite the Court's directions on 22 October 2025 and informing the Court on 17 November 2025 that he had filed submissions, the Claimant's submissions were not on the CTS by the agreed timelines.
12. The Court has considered the Motion, affidavits and submissions and makes the following determinations.
13. One, the Claimant was at all material times designated as an Assistant Transport Manager in the initial and renewed contracts.
14. Two, the Claimant has not demonstrated any formal appointment by the Respondent as a Transport Manager.
15. Three, the reference to the Claimant as Transport Manager in the show cause notice could not serve to alter or vary his contract appointing him as Assistant Transport Manager. The reference was contractually peripheral.
16. Four, the Claimant moved the Court on 21 October 2025, and by that date, the obtaining status quo was that the Respondent had already appointed or designated a Senior Administrator to take over and oversee the transport department.
17. Lastly, the Claimant did not demonstrate a prima facie case to warrant the grant of the orders sought.
18. The delivery of this Ruling has been brought forward with notice to the parties.



Orders

19. The Motion dated 21 October 2025 is found without merit and is dismissed with costs to the Respondent.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 23RD DAY OF JANUARY 2026.

RADIDO STEPHEN, MCIARB

JUDGE

Appearances

For Claimant Mati Law Advocates

For Respondent Office of the Corporation Secretary & Head of Legal

Court Assistant Wangu

