



**Kinyanjui v Agriflora Kenya Limited (Cause E009 of 2025)
[2026] KEELRC 246 (KLR) (30 January 2026) (Judgment)**

Neutral citation: [2026] KEELRC 246 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU
CAUSE E009 OF 2025
J RIKA, J
JANUARY 30, 2026**

BETWEEN

SAMUEL MAINA KINYANJUI CLAIMANT

AND

AGRIFLORA KENYA LIMITED RESPONDENT

JUDGMENT

1. The Claimant filed his Statement of Claim, dated 13th February 2025.
2. He states that he was employed by the Respondent in February 1996. He does not state in both his Statement of Claim and Witness Statement, in what capacity he was employed.
3. He worked until 9th August 2024 when he resigned. He had prior to this been unlawfully dismissed and reinstated.
4. He was unlawfully dismissed in July 2024. He was reinstated, but the working environment was uncondusive, compelling him to resign.
5. He states that he was denied full terminal benefits.
6. His prayers are: -
 - a. Declaration that the Respondent unlawfully withheld the Claimant’s terminal dues.
 - b. Gratuity at Kshs. 1,537,885.
 - c. Annual leave at Kshs. 67,592.
 - d. Interest from the date of resignation.
 - e. Costs.



- f. Any other relief.
7. The Respondent filed a Statement of Response, dated 8th April 2025. It is denied that the Respondent employed the Respondent, on 1st February 1996.
 8. He was at the time an Employee of Ngata Flowers, a separate legal entity from the Respondent.
 9. He was employed by Sian Agriflora Limited [Sian Roses], on 3rd June 2002. There was no provision of gratuity under this contract.
 10. The names Agriflora [K] Limited, Sian Roses or Sian Agriflora Limited, were used interchangeably within corporate documentation for branding and operational convenience. The companies were separate legal entities.
 11. He was promoted by Agriflora [K] Limited on 14th April 2004. His terms were reviewed again on 7th April 2011 to management level.
 12. In 2005, a Staff Handbook issued, which provided for Staff Pension Scheme. The Claimant was registered member of the Sian Agriflora Pension Scheme, as of 31st December 2009.
 13. His terms, from 2011, were non-unionisable. He worked under those terms, until he resigned.
 14. At no time was his contract terminated by the Respondent, and reinstated. He sought early retirement. This was under consideration. He changed his mind and was reinstated. He then changed his mind again, voluntarily resigning on 9th August 2024.
 15. He filed complaint with the Labour Office Nakuru on 9th July 2024. Parties were called to conciliation. The Respondent explained that the Claimant had expressed interest in early retirement, and the matter was still under consideration. The meeting was rescheduled to 24th July 2024, when the Respondent confirmed that the Claimant had not been dismissed, and was considered still an Employee of the Respondent.
 16. Without any cause, the Claimant went on to inform the Respondent of his intention to resign, demanding that he is paid his terminal benefits.
 17. He did not report to work on 1st August 2024. The Respondent wrote to him on 2nd August 2024, giving him up to 9th August 2024, to return to work.
 18. On 9th August 2024, he issued the Respondent a handwritten resignation letter. It was accepted by the Respondent on 12th August 2024.
 19. He was issued a certificate of service dated 9th August 2024.
 20. He was paid terminal dues, including ex gratia gratuity and 3 months' notice pay. This was paid in appreciation of his contribution, and in good faith. The payment was made to the Claimant's bank account.
 21. The Respondent further contacted the Pension Scheme Administrator, Liaison Group, and confirmed that he was paid pension, amounting to Kshs. 3,811,74.89.
 22. He did not have pending leaving days. The Respondent acted lawfully and fairly, and owes the Claimant nothing.
 23. The Respondent prays the Court to dismiss the Claim; declare that the Claimant voluntarily resigned; the Respondent discharged its obligations fully and lawfully; and the Court grants any further orders as it deems appropriate.



24. The Claimant gave evidence and rested his Claim, on 19th September 2025. Human Resource Manager Caroline Tiony, gave evidence for the Respondent on 4th November 2025, closing the hearing.
25. The Claim was last mentioned on 25th November 2025, when the Parties confirmed filing and exchange of their closing submissions.
26. The Claimant told the Court that he is presently a farmer, residing at Njoro, Nakuru County. He relied on his 2 Witness Statements on record. He exhibited 2 sets of documents [1-12] and [13]. He clarified that he was a Greenhouse Supervisor.
27. The Human Resource Manager visited the farm from Nairobi, on 1st July 2024. He told the Claimant that there was no more work. The Claimant was aggrieved and reported the dispute to the Labour Office. Parties met and the Claimant was reinstated.
28. On reporting, he found his position as Crop Protection Officer had been filled. Staff had been notified that he was no longer in employment.
29. He therefore resigned, on 9th August 2024.
30. Annual leave was not fully paid in 2023 and 2024. He worked for 28 years. He was paid gratuity based on 9 years of service. His letter of employment and certificate of service, confirm that he was employed in 1996, not 2002.
31. He was never deducted union dues. He was in management. He was not covered under the CBA. Gratuity was provided for in his contract.
32. He last took annual leave for 2022, in 2023. In 2020, he did not go on leave because of Covid-19. He did not take leave in 2023 and 2024. Every year, he was entitled to 22 days. He was paid Kshs. 27,000 which was not the correct amount. He merited 44 days for the 2 years.
33. His salary was Kshs. 119,000 monthly.
34. Cross-examined, he told the Court that the letter showing he was employed in 1996, was issued by Ngata Flowers. He was employed as a Greenhouse Supervisor. He was later employed by the Respondent. The Respondent was in association with a trade union.
35. The Claimant was promoted to management. He was dismissed on July 2024 by word of mouth. There was no letter of dismissal. Parties discussed the Claimant's retirement. Retirement would require granting the Respondent notice of 1 month.
36. The Claimant reported dispute to the Labour Office. The Respondent agreed that he returns to work. It was not the Respondent's position that the Claimant had not been dismissed. He returned to work on 9th August 2024 and resigned. He claims gratuity over a period of 28 years. The CBA did not apply to him. He belonged to a pension scheme.
37. Leave for 2023 and 2024 was not paid. Leave form indicated leave balance of 22 days. He received from the Respondent, Kshs. 499,570 in notice, gratuity and leave.
38. Redirected, he clarified that Ngata Flowers changed its name to the other companies, identified by the Respondent. It was the same business. Certificate of service shows that the Claimant was employed on 1st February 1996. The sum of Kshs. 499,570 paid to him, was not his full terminal benefits.
39. Caroline Tiony relied on her Witness Statement dated 13th May 2025, and exhibited Documents [1-16] in her evidence-in-chief.



40. She explained that the Claimant was initially unionisable, covered by the CBA. He later transitioned to management. He was paid his dues under the CBA. He was paid all terminal dues upon resignation. He was paid gratuity, while there was no legal obligation on the part of the Respondent, to pay gratuity.
41. Cross-examined, Tiony told the Court that the Claimant was employed by the Respondent in 2002. The certificate of service issued by the Respondent states he worked from 1996.
42. He joined management in 2011. There was no letter on union membership. He was in management in 2002, but was unionisable. Gratuity was computed under the CBA, up to 2011. Management staff were entitled to pension, not gratuity. The Respondent did not have documents showing that the Claimant took annual leave in 2023 and 2024. He was entitled to 22 days annually. He was paid for 7 days, and balance would be 37 days.
43. Redirected, Tiony told the Court that leave form dated 15th July 2023, showed leave balance of 15 days. The Claimant applied for leave of 15 days which was granted. Level 9 and 10 were management staff, but unionisable. The certificate of service bears the names of different entities. They were separate entities.
44. On further cross-examination, Tiony told the Court that the certificate of service bore the names of Sian Flowers and Agriflora Kenya Limited. It indicates that the Claimant joined Sian Flowers in 1996.
45. The issues are whether the Claimant was an Employee of the Respondent for 28 years; whether he was in management or unionisable cadre and entitled to gratuity; whether he was owed annual leave pay on exit; and whether he merits costs and interest.

The Court Finds: -

46. The certificate of service dated 9th August 2024, certifies that the Claimant joined Sian Flowers on 1st February 1996, as a Greenhouse Supervisor, and left of 9th August 2024 as IPM Officer in production department.
47. The certificate is signed by Caroline Tiony, described as HR Business Partner of Agriflora Kenya Limited.
48. Agriflora, Sian Flowers and Sian Roses, are the same business formation. They are a Group of companies, running the same business. They may have separate legal formations, but are the same business, which employed the Claimant.
49. If they were separate business entities, Tiony would have no business, signing the certificate of service, indicating that the Claimant was employed by a different entity known as Sian Flowers, and not Agriflora Kenya Limited, where Tiony serves as HR Business Partner.
50. The Claimant worked at the same greenhouse flower farm, initially known as Ngata Flowers, which changed names subsequently to different entities for operational and branding purposes, as explained by the Respondent.
51. The certificate of service is sufficient evidence that the Claimant was employed by the Respondent on 1st February 1996, and exited on 9th August 2024.
52. He worked for 28 years.
53. His manner of exit is disputed, but that dispute appears to have no effect on the prayers sought. The Claimant states he was dismissed by the Respondent, reinstated, then resigned when he returned to



work, because the working environment was hostile. He found that another Employee had taken up his position, warranting his swift resignation.

54. The Respondent denies ever dismissing the Claimant, explaining that the Claimant proposed early retirement, which was acceptable to the Respondent. While Parties were still engaging, the Claimant reported to the Labour Office that he has been dismissed by the Respondent. The Respondent clarified upon conciliation that the Claimant was a treasured Employee, and should resume duty. The Claimant resumed duty on 9th August 2024, but immediately tendered his resignation.
55. The Court does not find the manner of exit consequential. There is no prayer hinged on the manner of exit. There is no claim that the Claimant was constructively dismissed, and he does not seek any form of damages or compensation, arising from the manner of his exit.
56. The date when he was employed has been resolved through the certificate of service, and the date of his departure, is common evidence.
57. His main prayers are that: he is owed gratuity at Kshs. 1,537,885; and leave at Kshs. 67,592.
58. The prayer for gratuity is founded on the entire period of 28 years the Claimant worked. The Claimant did not exhibit before the Court, company policy or contracts, entitling him gratuity, over a period of 28 years.
59. His letter of appointment dated 1st February 1996, issued by Ngata Flowers, does not provide for gratuity. The letter dated 3rd June 2002, promoting the Claimant to senior supervisor production, states that he would qualify for company gratuity in accordance with policy in place at the time, but that policy was not contained in any document availed to the Court. Other letters outlining the terms and conditions of service, dated 12th August 2004; the letter dated 7th April 2011; and the letter dated 1st June 2022, all did not provide for gratuity.
60. The letter dated 3rd June 2002 states that the Claimant would be eligible to join the group provident fund; while the letter dated 7th April 2011, states that the Claimant would retain his membership of Sian Agriflora Pension Scheme.
61. Clause 24 of the CBA executed by the Parties in 2010, which covered a period of 2 years, provided for gratuity, at the rate of 21 days' salary for each completed year of service.
62. It states that members of pension / provident funds, had a grace period of up 31st July 2009 to wind up the schemes. The clause states further that the period in which pension / provident fund contribution had been paid by the Employer, would not be considered for gratuity payment.
63. Clause 22 of an earlier CBA signed in 2002, provided for gratuity at the rate of 19 days' salary for each complete year of service. It made exclusion to Employees covered under existing pension provident funds.
64. The letter dated 7th April 2011, informed the Claimant that he was now in a non-unionisable position, and that his employment was not governed by the existing CBA.
65. From these review of terms, there is no justification for the Claimant to pursue gratuity based on a service period of 28 years. While most of his letters of employment did not make provision for gratuity, he was paid gratuity covering the period 2002 to 2011.
66. He could perhaps, have pursued gratuity for 1996 to 2002, but opted to pursue gratuity for 28 years, obscuring what was probably grantable. He did not share with the Court the CBA applicable in 1996,



and his contract for 1996 did not mention gratuity. He is bound by his pleadings, and the Court cannot grant what is not in the pleadings, and supported by evidence.

67. He is did not establish in the end, that he would be entitled to both gratuity and pension. He was paid pension dues by Liaison Group, the administrator, amounting to Kshs. 3,811, 746.
68. He has not established that he merits gratuity for 28 years of service, under his contract, CBA or any company policy.
69. The prayer for gratuity is declined.
70. He was paid annual leave at Kshs. 27,608. It represented 7 days of annual leave. He claims he is entitled to leave for 2023 and 2024.
71. The exhibited leave application form, dated 17th July 2023, indicates that, at the time of applying, the Claimant had a leave balance of 15 days. He applied for 15 days. There was no leave balance carried forward. If there was balance from 2023, it would have been captured in the leave balance carried forward.
72. From July 2023 when he exhausted his annual leave entitlement to August 2024 when he left employment is another full year, suggesting to the Court that the Claimant merited a full 22 days of annual leave, at the time of his exit. The Respondent did not make it clear why he was only paid 7 days.
73. The Court is satisfied that the Respondent did not pay to the Claimant the correct annual leave days. He was entitled to 22 days after he exhausted his previous leave entitlement, in July 2023.
74. He is granted the balance of annual leave of 15 days. The daily rate given in the Respondent's computation of leave, was Kshs. 3,944,03. The Respondent shall pay to the Claimant 15 days' annual leave, at Kshs. 59,160.45.
75. No order on the costs.
76. Interest granted at court rate, from the date of Judgment.
77. There is no merit, for declaration that the Respondent unlawfully withheld the Claimant's terminal dues.

In sum, it is ordered: -

- a. The Respondent shall pay to the Claimant 15 days of annual leave at Kshs. 59 160.45, with interest from the date of Judgment, at court rate.
- b. No order on the costs.

DATED, SIGNED AND DELIVERED ELECTRONICALLY AT NAKURU, UNDER RULE 68 [5] OF THE E&LRC [PROCEDURE] RULES, 2024, THIS 30TH JANUARY 2026.

JAMES RIKA
JUDGE

