



REPUBLIC OF KENYA



Maninji v Alubale (Cause E024 of 2024)
[2026] KEELRC 220 (KLR) (29 January 2026) (Judgment)

Neutral citation: [2026] KEELRC 220 (KLR)

REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KAKAMEGA
CAUSE E024 OF 2024
DN NDERITU, J
JANUARY 29, 2026

BETWEEN

EVERNSI BARANGA MANINJI CLAIMANT

AND

ELKANAHA ALUBALE RESPONDENT

JUDGMENT

I. Introduction

1. Through Momanyi Manyoni & Co Advocates, the claimant commenced this cause by way of a statement of claim dated 30th June 2024 seeking for the following reliefs –
 - a. Special damages 2,385,000
 - b. Certificate of service
 - c. Costs of this claim
 - d. Any other order deemed just
2. As it is the procedure, the statement of claim was accompanied with a verifying affidavit sworn by the claimant and copies of documents.
3. The Respondent neither entered appearance nor filed a response to the claim and, consequently the matter proceeded undefended.
4. On 13th May 2025 when the matter came up in court for directions, the court scheduled the cause for formal proof on 4th June 2025 when the claimant testified as CW1 and closed his case.
5. Mr. Momanyi for the claimant filed written submissions dated 5th August 2025 in support of the claim.



II. The Claimant's Case

6. The claimant's case is expressed in the statement of claim, his witness statement, the documents filed, his oral testimony in court, and the written submissions by his counsel.
7. In the statement of claim it is pleaded that the claimant was engaged by the respondent as a farm manager in 2013 wherein he served continuously until 2024 when he was terminated. At the time of termination he was allegedly earning a gross monthly salary of Kshs1,000/=.
8. The claimant asserts that throughout his tenure he was accommodated by the respondent in his farm where he supervised other workers and tended to the respondent's crops, particularly farm forest produce.
9. The claimant alleges that his salary was paid via M-Pesa and at times in cash payments. He alleges that the respondent used to deduct funds from his salary with a promise to purchase for him a piece of land, which promise was satisfied when the respondent paid for the land the claimant purchased from one Jackline Lugalia as evidenced by the exhibited sale agreement.
10. He pleads that he was terminated without any notice.
11. He further states that the respondent underpaid him for the entire period of employment contrary to the minimum wage guidelines. He further asserts that upon termination the respondent failed to pay his terminal dues, including leave days from 2013.
12. Consequently, the claimant seeks one month's salary in lieu of notice amounting to Kshs15,000/=, leave pay from 2013 to 2024, underpayment of Kshs1,320,000/=:, and severance pay of Kshs900,000/=:, making a total of Kshs2,385,000/=:.

III. Submissions

13. Counsel for the claimant submitted globally asserting that while the claimant was not issued with a letter of employment or a letter of dismissal, the respondent was for all intents and purposes the claimant's employer.
14. It is submitted that the respondent paid the claimant's salary as evidenced by the Mpesa statement exhibited, with payments spanning from 2016 to 2020.
15. It is argued that through letters written by the Assistant Chief, Gasianga Sub-location, the claimant was known to have been working at the respondent's farm. It is submitted that letters from the National Environment Management Authority (NEMA), the Ward Administrator, and movement permits issued to the respondent, all facilitated the claimant in undertaking his work for the respondent.
16. On the reliefs sought, counsel submitted that the claimant was grossly underpaid by Kshs11,000/= as he ought to have been paid between Kshs12,522 and Kshs14,315 monthly in accordance with Legal notice No. 2 (the Regulation of wages (general) amendment) order, 2018.
17. It is submitted that the claimant did not take leave days during the years he worked for the respondent and thus he is entitled to Kshs110,000 (10*11,000). It is further submitted that the claimant is entitled to severance pay of Kshs900,000/= and Kshs15,000 as a salary in lieu of notice. He also seeks for a certificate of service.



IV. Issues for Determination

18. The court has carefully and dutifully gone through the pleadings filed, the documentary and oral evidence tendered by the claimant, and the written submissions by his counsel. The following issues commend themselves to the court for determination –
 - a. Whether the claimant was an employee of the respondent?
 - b. Whether the Claimant was unfairly terminated.
 - c. Whether the Claimant is entitled to the reliefs sought.
 - d. Costs.

V. Employment

19. Although undefended, it is trite that the claimant had to establish and prove all the facts of the claim on a balance of probabilities. The claimant had to establish and prove an employment relationship with the respondent as a preliminary issue before establishing and proving the alleged unfair termination. Only then can the claimant be protected and enjoy the rights under the Employment Act and other laws governing employment and labour relations.
20. The claimant adduced an M-Pesa statement indicating that some funds were sent to him by the respondent. The statement shows money sent to the claimant intermittently on diverse days, with the first payment made on 5th March 2016 and the last payment made on 19th March 2022. There was no evidence of any payment received in the years 2013, 2014, 2015, 2023 and 2024. Yet, the claimant alleges that he worked for the respondent from 2013 to 2024 and was paid Kshs1,000/= monthly.
21. Despite the allegations that he received Kshs1,000/= monthly, the M-pesa statement shows different sums of money sent to the claimant on divers dates, with the claimant receiving over Kshs5,000/= in some instances. The M-Pesa statement is not proof of employment as the money could have been sent for other purposes other than salary. The claimant had the burden of proving that he was indeed an employee of the respondent.
22. The claimant further adduced a letter dated 26th December 2023 from the Assistant Chief of Gasianga sub-location, Banja Location, indicating that the claimant was employed by the respondent from August 2013. The claimant did not call the said assistant chief to testify on his behalf on this fact as the author of the said letter.
23. The other documents adduced by the claimant, such as the enforcement notice from NEMA and movement permits from the Ward Administrator, were addressed to the respondent and did not bear the name of the claimant. They are not in any way proof of employment.
24. The claimant further adduced a land sale agreement dated 4th December 2023 as evidence wherein the purchase price was Kshs240,000 which he alleged was paid by the respondent with monies deducted from his salary. There was no proof that the respondent indeed paid the said purchase price and the seller of the land was not called as a witness.
25. Under Sections 106, 107 and 108 of the Evidence Act, he who alleges a fact must prove that fact and the claimant was under obligation to prove that indeed he was employed by the respondent as claimed. The claimant ought to have called the assistant chief as a witness to corroborate the fact that the claimant was an employee of the respondent as claimed and that he had worked for him from August 2013 as alleged in the letter.



26. Moreover, the claimant could not point out the exact date when he was employed or when his services were terminated. That is uncharacteristic of a vigilant employee. The court does not aid the indolent.
27. On a balance of probabilities, the court finds and holds that the claimant failed to prove his case and the same is hereby dismissed.
28. There being no employment relationship established and proved, the issue of unlawful dismissal or termination does not arise. Likewise, no reliefs are available to the claimant.

VI. Costs

29. No orders as to costs.

VII. Orders

- a. This cause is hereby dismissed.
- b. No orders as to costs.

DELIVERED VIRTUALLY, DATED, AND SIGNED AT KAKAMEGA THIS 29TH DAY OF JANUARY 2026.

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DAVID NDERITU

JUDGE

