



REPUBLIC OF KENYA



KENYA LAW
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**Murage v Amazon Fronts Limited (Cause E067 of 2025)
[2026] KEELRC 136 (KLR) (27 January 2026) (Judgment)**

Neutral citation: [2026] KEELRC 136 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KISUMU
CAUSE E067 OF 2025
NZIOKI WA MAKAU, J
JANUARY 27, 2026**

BETWEEN

LUCY WAIRUMU MURAGE CLAIMANT

AND

AMAZON FRONTS LIMITED RESPONDENT

JUDGMENT

1. By way of a memorandum of claim dated 20th July 2025 Ms. Lucy Wairimu Murage (the Claimant) sued Amazon Fronts Ltd (the Respondent), alleging unfair termination of employment and breach of contract. She sought:
 - a. A declaration that she was unlawfully terminated from employment.
 - b. Payment of terminal dues under the [Employment Act](#);
 - c. Special damages of Kshs. 295,000/- incurred in relocating from Nairobi and settling in Kisumu and in issuing a demand letter;
 - d. One month's salary in lieu of notice amounting to Kshs. 100,239/-;
 - e. Unpaid house allowance of Kshs. 180,592.33;
 - f. Compensation equivalent to twelve months' salary in the sum of Kshs. 1,203,948.84;
 - g. A certificate of service;
 - h. Interest;
 - i. Costs of the suit; and
 - j. Any other relief the court may deem fit.



2. The Claimant's case was that she was employed by the Respondent in July 2024 as an accountant at a monthly salary of Kshs. 100,329.07 and was assigned to the Last Mile Project, Lot 4, in Kisumu. She averred that she discharged her duties diligently and without incident until 20th August 2024, when she was notified of the termination of her employment. She averred that the termination of employment was effected in contravention of section 41 of the *Employment act* as she was not accorded an opportunity to be heard. She further maintained that, upon termination, none of her terminal dues were paid. Despite service of summons, the Respondent neither entered appearance nor filed a statement of defence, and the suit proceeded as undefended.
3. In support of her case the Claimant adopted her witness statement dated 20th July 2025 as her evidence in chief. In a nutshell she testified that prior to joining the Respondent, she was employed as an accountant with Pharmaceutical/SNL Lounge and Garden in Nairobi. She stated that she resigned from that employment and relocated to Kisumu following her engagement by the Respondent, thereby incurring relocation expenses and costs associated with securing housing. She further testified that the relocation resulted in separation from her family. It was her evidence that at the time of termination she was earning a monthly salary of Kshs. 100,329.07 and that she was not paid her salary for August 2024. She produced in evidence her signed letter of offer, the notice of termination dated 20th August 2024, an invoice from Fast Movers Packaging Company, a rent receipt from Traca Management Milimani, a demand letter, and the Respondent's response thereto.
4. Upon the close of her case, the Claimant filed written submissions.

Claimant's Submissions

5. In her submissions, the Claimant framed the issues for determination as:
 - i. Whether a valid and enforceable contract of employment existed between the parties and whether the same was breached;
 - ii. Whether her termination of employment was unlawful; and
 - iii. Whether she was entitled to the reliefs sought.
6. On the issue of the existence of a contract, she submitted that the execution of the offer letter dated 22nd July 2024 constituted a valid and binding contract of employment. She relied on the case of *Busienei v Lizano Limited (Civil Appeal E078 of 2021) [2025] KEHC*, where the Court described a valid contract as an agreement between two or more parties creating obligations enforceable in law, and identified offer, acceptance, and consideration as its essential elements.
7. With respect to breach of contract, the Claimant submitted that the Respondent unlawfully brought her employment to an end after barely one month, contrary to the terms of the one-year fixed-term contract. She pointed out that although the contract commenced on 22nd July 2024, her employment was terminated on 20th August 2024. In support of this position, she relied on *Sumbi & another v Keronya [2023] KEELRC 20849 (KLR)*, which defined breach of contract as a violation of the terms of an agreement, as well as the 11th Edition of *Black's Law Dictionary*, which defines breach of contract as the violation of a contractual obligation by failure to perform, repudiation, or interference with another party's performance.
8. On the lawfulness of the termination, the Claimant submitted that no reason was given for her dismissal, in violation of section 45 of the *Employment Act*. She relied on *National Bank of Kenya v*



Samuel Nguru Mutonya (Civil Appeal No. 118 of 2017), as cited in Nyandiko v Kenya Commercial Bank Limited [2017] eKLR, where the court in referencing section 45 of the Act stated:

“The parameters of determining whether the employer acted in accordance with justice and equity in determining the employment of the employee are inbuilt in the same provision. In determining either way, the adjudicating authority is enjoined to scrutinize the procedure adopted by the employer in reaching the decision to dismiss the employee; the communication of that decision, also not to be overlooked is the conduct and capability of the employee up to the date of termination, the extent to which the employee has complied with procedural requirements.”

9. She further submitted that her performance had never been called into question and that the decision to terminate her employment was not communicated to her in advance. Finally, on remedies, the Claimant submitted that she was entitled to the reliefs sought pursuant to section 49 of the [Employment Act](#).

Disposition

10. The Claimant’s case is that her one-year fixed term contract was severed by the Respondent just after less than a month with no notice. The letter of termination is dated 20th August 2024 cited the lack of projects from its client as reason for the dismissal. Under section 40 of the [Employment Act](#), where termination is contemplated on account of redundancy, as this is what the Court discerns to be reason for termination, an employer is required to issue an employee a notice of the intention to declare the said employee redundant. There is also a notice that is meant to issue to the Labour Officer in the locale. No such notice was issued to the employee or the labour office. As such, the dismissal was ipso facto unfair and unlawful for want of compliance with the law.
11. The Claimant was entitled to receive pay for the month worked and also notice pay in addition to any other benefits. Key to note is the averment that the Claimant had left her former employment for the Respondent’s employ which was abruptly terminated. She earned a sum of Kshs. 100,329.07 a month and therefore would be entitled to the salary for August 2024, the notice period as well as compensation which the Court has to determine under section 49 [Employment Act](#). The Claimant was forced to relocate to Kisumu upon her engagement with the Respondent. Such a move is replete with costs, adjustments and various untold challenges. She would have had to obtain movers to move her personal belongings, secure accommodation in the City of Kisumu and incur expenses on deposit for rent, security for water and electricity meters and also transport costs at her new station. As such a sum equivalent to 6 months salary would somewhat mollify the Claimant as she not only had to readjust her lifestyle after the sudden and abrupt change wrought by the termination of her employment. The Claimant had to seek redress from the Court to secure her rightful dues and as such will be entitled to the costs incurred in pursuing the matter to conclusion.
12. In the final analysis I do enter judgment for the Claimant against the Respondent for:
 - a. One month’s salary as notice – Kshs. 100,329.07
 - b. Salary for August 2024 – Kshs. 100,329.07
 - c. 6 months salary as compensation – Kshs. 601,974.42
 - d. Costs of the suit
 - e. Interest at court rates on the sums in (a), (b) and (c) above from the date of judgment till payment in full.



Orders accordingly.

DATED AND DELIVERED AT KISUMU THIS 27TH DAY OF JANUARY 2026

NZIOKI WA MAKAU, MCIARB.

JUDGE

