



**Muchira v Lifebank Technology & Logistics Ltd (Cause E434 of 2023)
[2026] KEELRC 57 (KLR) (23 January 2026) (Judgment)**

Neutral citation: [2026] KEELRC 57 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E434 OF 2023
S RADIDO, J
JANUARY 23, 2026**

BETWEEN

EDWIN MACAI MUCHIRA CLAIMANT

AND

LIFEBANK TECHNOLOGY & LOGISTICS LTD RESPONDENT

JUDGMENT

1. On 21 January 2025, the Court directed Lifebank Technology & Logistics Ltd (the Respondent) to file and serve its Response, documents and witness statements within set timelines.
2. The Respondent did not fully comply (it only filed a Response and not witness statements and documents) and on 26 February 2025, the Court granted it more time.
3. The failure by the Respondent to file witness statements is a demonstration that it did not have any witnesses to offer to advance its case.
4. On 19 May 2025, the Court fixed the hearing for 28 October 2025.
5. Despite service of a hearing notice, the Respondent did not appear for the hearing.
6. The Court being satisfied that a notice had been served allowed Edwin Macai Muchira (the Claimant) to proceed with the hearing.
7. The Claimant filed his submissions on 16 November 2025.
8. The Court has considered the pleadings, evidence and submissions.

Unfair termination of employment

9. The Claimant testified that he was employed by the Respondent as a Sales Manager on 6 July 2021 and that on 20 January 2022, he was placed on a Performance Improvement Plan.



10. According to the Claimant, on 3 March 2022 he was issued with a letter terminating his employment. The decision, the Claimant testified was unfair because there was no prior written notice or pay in lieu of notice and because he was not allowed an opportunity to make representations.
11. The Claimant denied that his performance was wanting.
12. Section 35(1)(c) of the *Employment Act* contemplates written notice of at least 28 days if the employee is paid by the month. The Claimant was paid by the month.
13. The notice is called a show cause in ordinary parlance.
14. The Respondent did not demonstrate that it gave the Claimant such notice, or pay in lieu of notice.
15. Section 41 of the Act requires an employer to give an employee a chance to make representations on the alleged grounds for termination of employment. An employee is entitled to be accompanied by a colleague or union representative if a member of a trade union.
16. There is nothing on record to show that the Claimant was informed that the termination of his employment on the ground of poor performance was on the cards or that he was allowed an opportunity to make representations in the presence of a colleague.
17. The Court therefore finds that the termination of the Claimant's employment was unfair.

Compensation

18. The Claimant served the Respondent for about one and a half years and in consideration of the length of service, the Court is of the view that the equivalent of 2 months' gross salary as compensation would be appropriate (the gross monthly salary was Kshs 100,000/-).

Pay in lieu of notice

19. The Respondent did not give the Claimant written notice or offer pay in lieu of notice, and the Court allows this head of the claim in the sum of Kshs 100,000/-.

House allowance

20. The Claimant prayed for Kshs 360,000/- on account of house allowance. In light of section 31 of the *Employment Act* and that the Claimant was on a gross salary, the Court declines to allow this head of the claim.

Unpaid salary

21. The Claimant pleaded for Kshs 60,000/- in terms of clause 4 of the contract of employment.
22. Clause 4 of the contract provided that the Claimant's salary would be reviewed to Kshs 120,000/- upon confirmation.
23. The Respondent confirmed the Claimant on 21 January 2022 and the Court will allow this head of the claim.

Abuse of court process

24. The Respondent had filed Grounds of Opposition to the Cause on the ground that the Claimant had also filed Cause No. E376 of 2022, raising similar issues and that the Cause had been marked as withdrawn on 28 April 2023.



25. The Respondent did not place before the Court any evidence that there was a parallel Cause at the time of the hearing of this Cause and the Court rejects the claims of abuse of the court process.
26. The delivery of this judgment has been brought forward with notice to the parties.

Conclusion and Orders

27. The Court finds and declares that the Respondent unfairly terminated the Claimant's employment and was also in breach of contract.
28. The Claimant is awarded:
 - i. Compensation Kshs 200,000/-
 - ii. Pay in lieu of notice Kshs 100,000/-
 - iii. Unpaid salaries Kshs 60,000/-Total Kshs 360,000/-
29. The award to attract interest at court rates from the date of judgment until payment in full.
30. The Claimant to have costs.

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

RADIDO STEPHEN, MCI Arb

JUDGE

Appearances

For Claimant Kimani & Muchiri Advocates LLP

For Respondent Kigano & Associate Advocates

Court Assistant Wangu

