



**Omukuba v Co-operative Bank of Kenya Limited (Cause  
2071 of 2017) [2026] KEELRC 83 (KLR) (26 January 2026) (Ruling)**

Neutral citation: [2026] KEELRC 83 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE 2071 OF 2017  
S RADIDO, J  
JANUARY 26, 2026**

**BETWEEN**

**NICHOLAS SHIKUKU OMUKUBA ..... CLAIMANT**

**AND**

**CO-OPERATIVE BANK OF KENYA LIMITED ..... RESPONDENT**

**RULING**

1. On 16 February 2018, the Court struck out a Memorandum of Claim by Nicholas Shikuku Omukuba (the Claimant) for being time-barred.
2. The Claimant has now moved the Court through a Motion dated 16 October 2025, seeking orders:
  - i. ...
  - ii. That the Honourable Court be pleased to review and set aside its Ruling and/or order dated 16<sup>th</sup> February 2018.
  - iii. That upon review and setting aside the said Ruling and/or Order, the Honourable Court do grant the claim.
  - iv. That the costs of this application be provided for.
3. The grounds supporting the Motion were that there was an error/mistake apparent on the face of the record; that limitation had not set in because there had been no compliance with section 51 of the *Employment Act*: that it is the issuance of a Certificate of Service that perfects a termination of employment and that limitation time could only start running after the employer had issued a Certificate of Service.
4. The Claimant filed his submissions on 18 November 2025, urging that a purposive interpretation of section 51(1) of the *Employment Act*, as read with case law (cited), could only lead to a conclusion that



the limitation provision in section 89 of the Employment Act started to run upon the employer giving a Certificate of Service.

5. The Court gave directions on the Motion on 23 October 2025 and 19 November 2025.
6. The Respondent's response and submissions to the Motion were not on record by the agreed timeline (should have been filed and served before 18 December 2025).
7. The Court has considered the Motion, affidavits and submissions on record and makes the following determinations.
8. First, the Claimant has not explained why it took him nearly 7 years to seek a review of the Ruling delivered on 16 February 2018. The delay is so inordinate that it would not entitle the Claimant to an exercise of the Court's discretion.
9. Second, by invoking the Court's review jurisdiction, the Claimant is attempting to have the Court sit on appeal on its own decision. The Claimant is seeking to reopen the Cause when the Court is already functus officio.
10. Third, the Claimant has not demonstrated that there is an error apparent on the face of the record. He is keen on seeking an interpretation of the law by the Court to suit his own interpretation.
11. If the Court were wrong in its interpretation and application of section 89 of the Employment Act, the Claimant's recourse was to appeal to the Court of Appeal.
12. Lastly, a cause of action for unfair termination of employment accrues at the point an employee suffers a legal injury or wrong, and the Claimant clearly pleaded that he suffered a legal injury on 10 April 2010, and he never made the question of a Certificate of Service part of his pleadings.

### **Orders**

13. The Motion dated 16 February 2025 is not only frivolous but without any merit, and it is dismissed with no order on costs since the Respondent did not file a response or submissions.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 26<sup>TH</sup> DAY OF JANUARY 2026.**

**RADIDO STEPHEN, MCIARB**

**JUDGE**

Appearances

For Claimant Ochanda Onguru & Co. Advocates

For Respondent Triple OKLaw LLP Advocates

Court Assistant Wangu

