



**Olewe v Sbi International Holdings Ag & another (Cause E6531 of 2020)  
[2026] KEELRC 100 (KLR) (23 January 2026) (Judgment)**

Neutral citation: [2026] KEELRC 100 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E6531 OF 2020  
S RADIDO, J  
JANUARY 23, 2026**

**BETWEEN**

**BERYL APIYO OLEWE ..... CLAIMANT**

**AND**

**SBI INTERNATIONAL HOLDINGS AG ..... 1<sup>ST</sup> RESPONDENT**

**REYNOLDS CONSTRUCTION (NIG) LIMITED (KENYA BRANCH) .... 2<sup>ND</sup>  
RESPONDENT**

**JUDGMENT**

1. On 18 October 2019, SBI International Holdings AG (Kenya) (the 1<sup>st</sup> Respondent) notified Beryl Apiyo Olewe (the Claimant) of the termination of her employment on account of redundancy.
2. The Claimant felt the termination was unfair and she sued the 1<sup>st</sup> Respondent and Reynolds Construction Co (NIG) Ltd (Kenya Branch) (the 2<sup>nd</sup> Respondent) on 8 December 2020, asserting unfair and unlawful termination of employment.
3. The Respondents filed a Response and Counterclaim on 8 May 2021, prompting the Claimant to file a Reply to the Response and Response to the Counterclaim on 7 October 2022.
4. The Respondents filed a Reply to the Counterclaim on 20 February 2023.
5. The Cause and Counterclaim were heard on 22 January 2024, 13 March 2024, 17 June 2025 and 18 November 2025. The Claimant and Respondents' Chief Accountant, testified.
6. The Claimant filed her submissions on 22 December 2025 (should have been filed and served before 18 December 2025) and the Respondents on 15 January 2026.
7. The Court has considered the pleadings, evidence and submissions.



## **Redundancy: Unfair termination of employment**

8. The 1<sup>st</sup> Respondent gave notice of intended redundancy to the Claimant on or around 6 September 2019. The notice set out the effective date as 20 October 2019.
9. On 18 October 2019, the 1<sup>st</sup> Respondent issued a notice of termination of employment to the Claimant on the ground of redundancy. The notice informed the Claimant that the effective date of termination would be 20 October 2019.
10. The next day, 19 October 2019, the Respondents notified the Ministry of Labour of intended redundancies from 1 November 2019.
11. Before the Court, the Claimant challenged the redundancy on the grounds that the Respondents did not consult her and the Labour Office on the intended redundancies and that she was singled out despite her skills and performance.
12. The Respondents' witness testified that the Claimant was first employed by the 2<sup>nd</sup> Respondent, a sister company, before being released to the 1<sup>st</sup> Respondent when the projects being undertaken by the 2<sup>nd</sup> Respondent were completed.
13. On the redundancy, the witness testified that the same was precipitated by the completion of the several projects the Respondents were involved in with the government and that proper notices were given to all the affected employees. The witness produced a certificate of taking over one of the projects the Respondents were involved in with the Kenya Urban Roads Authority.
14. A redundancy process should primarily comply with the requirements of section 40 of the [\*Employment Act\*](#).
15. The Respondents gave the Claimant a notice of intended redundancy on or around 6 September 2019 with an effective date of 20 October 2019. On 18 October 2019, the Respondents gave notice of termination.
16. The Respondents had also given the requisite notification to the Ministry of Labour on 19 September 2018, a year earlier. The notification had the names of the employees to be affected. The Claimant was on the list.
17. The Court finds that the Respondent gave the required notices.
18. The Claimant also challenged the criteria used to single her out for redundancy. The Claimant was an Accountant and a major part of their duties was payroll management for the staff. Most of the staff were project-based, such as drivers, carpenters and general labourers. Nearly 95 of these workers were affected.
19. The Claimant did not deny that the Respondents had completed some of the projects they were involved in.
20. Under the circumstances, the Court finds that the Respondents have demonstrated the existence of valid and fair operational reasons to declare redundancies, including the Claimant's position, which was intimately tied to the processing of payroll for the affected employees.

## **Pay in lieu of notice**

21. The Respondents offered the Claimant Kshs 175,396/- as notice, and nothing turns on this head of the claim.



### **Severance pay**

22. The Respondents paid the Claimant Kshs 252,975/- as retirement dues. The retirement dues were stated to be severance pay.
23. The Claimant did not show that the payment was not in tandem with the formula set out in section 40(1) of the *Employment Act*, 2007. The relief is declined.

### **Compensation**

24. The Court has found that the termination on account of redundancy was fair and compensation is not available to the Claimant.

### **Counterclaim**

25. The Respondents Counterclaimed Kshs 435,371/-, which it said was an overpayment to the Claimant in respect of 2 months' notice pay and severance.
26. The Respondents did not explain why they overpaid the Claimant, if at all. The Claimant did not pay herself. She did not coerce the Respondents to pay her.
27. The payments above the statutory or contractual minimums were ex gratia. The Respondents cannot recall the same or use the Court system to get a refund.
28. The Counterclaim was not proved.
29. The delivery of this judgment was brought forward with notice to the parties.

### **Orders**

30. In light of the above, both the Cause and the Counterclaim are found without merit and are dismissed.
31. Each party to bear own costs.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 23<sup>RD</sup> DAY OF JANUARY 2026.**

**RADIDO STEPHEN, MCIARB**

**JUDGE**

Appearances

For Claimant Chenge Busiku & Co. Advocates

For Respondents Prof Albert Mumma & Co. Advocates

Court Assistant Wangu

