



**Wafula v CCI Kenya Ltd (Cause E489 of 2024)  
[2026] KEELRC 131 (KLR) (27 January 2026) (Judgment)**

Neutral citation: [2026] KEELRC 131 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E489 OF 2024  
S RADIDO, J  
JANUARY 27, 2026**

**BETWEEN**

**RODGERS WAFULA ..... CLAIMANT**

**AND**

**CCI KENYA LTD ..... RESPONDENT**

**JUDGMENT**

1. Rodgers Wafula (the Claimant) was employed as a Legal and Employee Specialist by CCI Kenya Ltd (the Respondent) on 1 September 2022.
2. On or around 6 March 2023, the Claimant sent an email to the Respondent giving a 30-day notice of resignation.
3. Thereafter, the Claimant sued the Respondent on 28 June 2024, and he stated the Issues in Dispute as:
  - i. Claim for unpaid terminal dues.
  - ii. Unlawful and unfair treatment.
4. On 29 July 2024, the Claimant filed an Amended Statement of Claim to introduce a claim for defamation and malicious arrest.
5. The Respondent filed a Response on 25 September 2024.
6. The Respondent filed its Proposed List of Issues on 22 November 2024, and the same were adopted by the Court with the consent of the Claimant on 28 January 2025.
7. The adopted List of Issues were:
  - i. Whether the Claimant worked up until his resignation on 6<sup>th</sup> April 2023?
  - ii. Whether the Claimant was unfairly and unlawfully treated upon his resignation?



- iii. Whether the Claimant is entitled to the reliefs sought?
8. On 13 June 2025, the Respondent filed a Motion seeking leave to amend the Response. There is nothing on record to suggest that the Motion was prosecuted or that leave was granted.
  9. The Cause was heard on 18 June 2025 and 25 November 2025. The Claimant and a Chief Legal Officer with the Respondent testified.
  10. The Claimant filed his submissions on 22 December 2025, and the Respondent filed his submissions on 26 January 2026.
  11. The Court has considered the pleadings, evidence and submissions.  
Breach of contract: Performance of contract up to 6 April 2023
  12. Although the parties identified the first Issue as whether the Claimant worked until 6 April 2023, the real Issue is whether the Respondent was in breach of contract by failing to pay the Claimant's salary during the notice period, which ended on 6 April 2023.
  13. The Respondent contended that after giving notice of resignation on 6 March 2023, the Claimant only worked on 1 March 2023, 6 March 2023 and 10 March 2023 and was therefore not entitled to the March 2023 salary.
  14. The Claimant, on the other hand, asserted that he gave notice of resignation on 6 March 2023, and that he served the notice period until 20 March 2023, when the Chief of People Officer directed him to report to the Senior Human Capital Business Partner- International Campaigns and upon request, the Senior Human Capital Business Partner allowed him to work remotely.
  15. The Claimant claimed Kshs 150,000/-, which he asserted was earned salary for March 2023.
  16. The records (emails) placed before the Court by the Claimant do support his testimony.
  17. On 4 April 2023, the Claimant sent an email to the Chief Legal Officer indicating that he was agreeable to payment terms as regards the reporting to the office.
  18. This concession was made after the Chief Legal Officer informed the Claimant that he would not be paid for any days not worked.
  19. In another concession, the Claimant sent an email to one Irene (the Senior Human Capital Business Partner) and the Chief Legal Officer on 6 April 2023 informing her:  
I didn't come from the 20<sup>th</sup> and asking that a computation of his final dues be shared.
  20. Lastly, through an email sent to the Chief Legal Officer on 13 April 2023, the Claimant wrote:  
I acknowledge receipt of your computation.  
As indicated earlier in my previous correspondence, I attended to my duties up to and including the 5<sup>th</sup> of March 2023.  
I however acceded to the fact that I did not report to the office from the 20<sup>th</sup> of March as such, the computation should be tied to the same.  
....
  21. The testimony by the Claimant was at odds with his pleadings. It is probable that the Claimant did not serve the notice period.



22. The Court finds that the Claimant did not make a case for breach of contract with respect to the full salaries due up to 6 April 2023.

### **Accrued leave days**

23. The Claimant further alleged breach of contract in that the Respondent did not pay him accrued leave days, which he computed as amounting to Kshs 61,250/-.
24. The Respondent had computed the Claimant's accrued leave days (commuted) as Kshs 69,873/-. The Respondent, however, did not produce the Claimant's leave records.
25. On the basis of the Respondent's computations, the Court will allow this head of the claim.

### **Unfair treatment**

26. The Claimant contended that after giving notice of resignation, the Respondent unfairly treated him by withholding March 2023 salary; failing to pay terminal dues, failing to provide attendance records, accusing him of absconding from work, accusing him of stealing by servant, failing to provide a Certificate of Service and generally violating his rights to fair labour practices.
27. The Respondent withheld the Claimant's salary on the ground that he did not serve the notice period fully.
28. The Respondent and Claimant were also in communication on terminal dues. It informed the Claimant of the attendance records. The emails from the Claimant also attest to his attendance at work during part of the notice period.
29. In consideration of these factors, the Court finds that the Claimant did not prove unfair treatment. And in any case, the Claimant did not specify the exact tort or breach of contract he was asserting under the heading of unfair treatment.

### **Defamation**

30. The Claimant alleged defamation. He did not prove the elements and or essentials of defamation or libel.
31. The mere fact that the Respondent made a report to the Police would not meet the test for defamation.

### **Certificate of Service**

32. A Certificate of Service is a statutory entitlement for each employee upon separation. The Respondent should issue one to the Claimant, if a Certificate was not issued.
33. The delivery of this judgment was brought forward with notice to the parties.

### **Conclusion and Orders**

34. The Respondent did not counterclaim against the Claimant.
35. In light of the above, and save for an award of accrued leave in the sum of Kshs 69,873/-, and an order to issue a Certificate of Service within 21 days, the Court finds no merit in the Cause, and it is dismissed.
36. Each party to bear own costs, considering the Claimant has only succeeded on one issue.
37. Delivered virtually, dated and signed in Nairobi on this 27<sup>th</sup> day of January 2026.



**RADIDO STEPHEN, MCIArb**

**JUDGE**

Appearances

For Claimant A.M. Murunga & Co. Advocates

For Respondent Conrad Law Advocates LLP

Court Assistant Wangu

