

REPUBLIC OF KENYA
IN THE EMPLOYMENT & LABOUR RELATIONS COURT AT
NAIROBI
CAUSE NO. E119 OF 2024

CHRISTINE OKORE.....
.....CLAIMANT

VERSUS

LVCT HEALTH.....RESPONDENT

JUDGMENT.

Introduction

1. Before Court is the Claimant's Statement of Claim dated 7th February, 2024, wherein the Claimant seeks the following reliefs as against the Respondent: -
 - a. A declaration that the Claimant's services were wrongfully, maliciously, and unlawfully terminated.
 - b. A declaration that the Respondent's failure to renew the Claimant's employment for a period of 1 year constituted an unfair labour practice and unfair and unlawful termination.
 - c. A declaration that the Respondent is entitled to be paid her terminal dues and compensatory damages as particularized in the Claim.
 - d. The Respondent be and is hereby ordered and directed to pay the Claimant:-

- i. Equivalent of 12 months' salary for compensation for wrongful and unfair termination.....Kshs.
4,339,272.00
 - ii. One month's pay in lieu of notice.....Kshs.
361,606.00
 - iii. Equivalent of 1 year's salary for non-renewal of the contract, which amounted to dismissal.....Kshs.4,339,272.00
 - iv. Unpaid October salary.....Kshs.361,606.00
 - v. Leave accrued but not utilized.....Kshs.96,428.00
 - vi. Prorated amount of the 13th month salary.....Kshs.270,000.00
 - vii. Damages of breach of constitutional rights.....Kshs.
5,000,000.00
- TOTAL.....Kshs.**
14,768,184.00

2. The Respondent filed a Respondent's Statement of Response dated 20th March, 2024, in response to the Claimant's claim.

3. Conversely, the Claimant filed a Reply to the Respondent's Statement of Response dated 16th October, 2024, responding to the Respondent's Statement of Response.

4. The Claimant's case was heard on 27th October, 2025 when the Claimant (CW1) testified in support of her case. She adopted her witness statement dated 7th February, 2024, and produced her list and bundle of documents of even date, and the Further list and bundle of documents dated 16th October, 2024, as exhibits in the matter, and which were marked as Claimant's exhibits Nos. 1-45.
5. The Respondent's case was heard on even date and again on 20th November, 2025 when the Respondent's witnesses Ms. Nancy Mwabili (RW1) and Mr. Christian Benard Ochieng(RW2) testified in support of the Respondent's case. They adopted their witness statements dated 2nd July, 2024, and 20th May, 2024, respectively, and produced the Respondent's list and bundle of documents dated 7th February, 2024, as exhibits in the matter and were marked as Respondent's exhibits Nos. 1-6.
6. Submissions were received from both parties.

The Claimant's case

7. The Claimant's case is that she was employed by the Respondent, a non-governmental organisation (NGO) implementing health programmes in Kenya, through a contract of service dated 4th May 2022 as a Senior Procurement Officer under the USAID Stawisha Pwani Programme based in Mombasa. She avers that her contract was subsequently renewed for the period 1st October 2022 to 30th September 2023.

8. It is the Claimant's case that on 27th January, 2023, she was promoted to the position of Procurement and Logistics Manager at the Respondent's head office with effect from 1st February 2023. She avers that she performed her duties diligently and satisfactorily, and that by the time her employment ended on 29th September 2023, she was earning a gross monthly salary of Kshs. 361,606.
9. The Claimant further avers that her contract was renewable subject to satisfactory performance, availability of funds, and the continuous need for the position. It is her case that her contract was terminable by 1 month's notice or 1 month's salary in lieu of notice, in accordance with the Respondent's Human Resource manual.
10. The Claimant contends that the Respondent unfairly and wrongfully terminated her employment on 29th September, 2023, without giving reasons, and was only informed that her contract would not be renewed for the period 1st October, 2023, to 30th September 2024.
11. The Claimant contends that as the expiry date of the contract approached, she continued performing her duties normally and participated in planning activities for the subsequent year. She further avers that she had previously received a successful performance appraisal and was also included in the Respondent's medical insurance scheme for the upcoming term, circumstances which reinforced her belief that her employment would continue.

12. The Claimant avers that she was not issued with any prior written notice of non-renewal of contract as required under the Respondent's HR policy, and instead, she was summoned to the Respondent's office and informed shortly before the expiry of the contract that her employment would not continue beyond 30th September 2023, although she was informed that salary would be paid up to 31st October 2023.
13. The Claimant further asserts that other employees whose contracts were expiring on the same date were issued with written notices of non-renewal in accordance with the Respondent's policy, but she was not accorded similar treatment. She therefore contends that the Respondent's conduct created a legitimate expectation that her contract would either be renewed or that she would at least be issued with prior notice of non-renewal.
14. The Claimant further asserts that when she requested clearance and payment of her terminal dues on 14th November 2023, the Respondent imposed unreasonable conditions, including requiring her to sign a Non-Disclosure Agreement, which she considered an invasion of her privacy.
15. The Claimant further avers that the Respondent acted with malice and ill will by allegedly detaining her at its offices on 5th October 2023 for several hours while wrongfully accusing her of breaching some confidential data. She states that the Respondent discriminated against her and

violated her constitutional rights, including the right to be presumed innocent, by withholding her terminal dues and falsely alleging that she had been issued with notice.

16. The Claimant avers that her contract was renewable subject to funding and performance, and that no donor had withdrawn funding, and she had no performance issues.
17. It is the Claimant's case that the termination of her employment was wrongful and unfair, and she consequently seeks various remedies as stated in the claim.
18. During cross-examination, the Claimant admitted that Paragraph 2 of the Contract provided that the contract was a fixed-term contract and was to lapse without need for notice. She states that notice was required only during termination.
19. The Claimant told the court that there was no email informing her that her contract would be renewed. She avers that her contract provided the procedure for renewal, which procedure was to be initiated by the Respondent, but she was not aware whether the procedure was initiated before the lapse of her contract.
20. The Claimant confirmed further that she was not assigned duties after 30th September, 2023. She contends that she was unfairly dismissed and her constitutional rights were breached because she was not given notice.

21. On re-examination, the Claimant testified that despite following the Respondent's clearance procedures, she has to date not received her terminal dues.
22. The Claimant also stated that the contract renewal had some preconditions for renewal on issues of performance.
23. Further, she states that she was accused of data breach, but has yet to be charged with any offence by the relevant authorities. It is her testimony that the end of contract notice indicated that she would be paid salary for October 2023, but she has not received the payment.
24. The Claimant's prayer that the Court grant the reliefs sought in the Claim.

The Respondent's Case

25. It is the Respondent's case that the Claimant was employed on a fixed-term contract under the USAID Stawisha Pwani Programme, whose renewal was not automatic and did not require 1 months' Notice or payment in lieu of Notice.
26. The Respondent states that during the course of the Claimant's employment, concerns arose regarding the Claimant's conduct in the performance of her duties, particularly in relation to the alleged leakage of confidential information belonging to the organisation.

27. It is the Respondent's position that the Claimant shared or disclosed confidential procurement and organisational information contrary to the Respondent's internal policies and contractual confidentiality obligations, which resulted in the Respondent reporting the matter to the DCI for data breach investigation vide OB NO. 37/05/10/2023.
28. The Respondent further avers that the Claimant, during her course of employment, became uncooperative, vengeful, and defiant, harassed and intimidated her colleagues, breached the Respondent's data policies, undermined her bosses, and breached protocol by communicating directly with the Board members and Donors, and refused to comply with staff exit clearance requirements.
29. It is the Respondent's position that the Claimant's employment eventually came to an end upon the expiry of her fixed-term contract, and that the Respondent was under no legal obligation to renew the contract.
30. The Respondent maintains that non-renewal of a fixed-term contract does not amount to termination or unfair dismissal where the contract has simply run its course.
31. The Respondent further contends that the Claimant was required to undertake clearance procedures and comply

with organisational policies, including execution of a Non-Disclosure Agreement, before the processing of her terminal dues. It states that these requirements were standard organisational procedures and not intended to violate the Claimant's rights.

32. The Respondent states that the Claimant was reporting to the Operations Director and that no renewal of contract request was initiated. It avers that no communication was received from the Claimant on whether her contract would be renewed.

33. The RW1 told the court that the Claimant was requested to facilitate the transition and she would be paid salary for the month of October, 2023, and that this was a request made in good faith.

34. RW1 further told the court that the Claimant was to be paid her final dues upon clearing with the Respondent, which she did not do.

35. The Respondent therefore denies that the Claimant was unlawfully detained, discriminated against, or that her constitutional rights were violated as alleged.

36. On cross-examination, the RW1 indicated that no performance appraisal was done on the Claimant before the expiry of the contract.
37. RW1 further told the court that discussions with employees whose contracts were not going to be renewed were had in August, 2023. She avers that no meeting was held with the Claimant on 27th September, 2023.
38. The witness confirmed that the October 2023 salary constituted the Claimant's final dues.
39. RW2 on his part, told the court that the evidence before the court was illegally obtained and that the Claimant breached the Respondent's data.
40. It is RW2's evidence that the Claimant refused to sign a non-disclosure agreement in view of the Respondent's sensitive data that she sent to her private email from her work mail.
41. On re-examination, the Respondent's witnesses emphasized that the Claimant's contract was fixed term

and that the Claimant was not terminated from her employment, instead, her contract simply lapsed.

42. Further, that the Claimant's dues are yet to be paid since the Claimant is yet to clear with the Respondent.

The Claimant's Submissions

43. The Claimant submits that a legitimate expectation arises where a party reasonably believes that an employer will adhere to an established practice or representation. The Claimant relied on the decision of the Supreme Court in ***Communications Commission of Kenya & 5 Others v Royal Media Services Limited & 5 Others [2014] eKLR***, where the Court held that a legitimate expectation arises where a representation or consistent practice leads a person to expect that a public authority will act in a particular manner and fairness demands that the expectation be honoured.

44. It was submitted that in the present case, the Claimant's contract renewal was subject to performance and availability of funds, and that her performance was never questioned and was, in fact, positively appraised. Further, the Claimant asserts that the Respondent continued to receive donor funding and even promoted the Claimant during the contract period, demonstrating satisfaction with her performance and operational need for her services.

45. The Claimant further submitted that the Respondent's Human Resource Policy and Procedures Manual, which formed part of the employment contract, required that employees be notified at least one month prior to contract expiry where renewal was not intended. She had reliance on ***John Nduba v Africa Medical and Research Foundation (AMREF Health Africa) [2020] KEELRC 1685 (KLR)***, where the Court held that employers are bound by their own HR policies.
46. The Claimant further argued that other employees whose contracts were expiring on the same date were issued with one month's written notice of non-renewal in accordance with the Respondent's policy, thereby establishing a consistent practice that created a reasonable expectation that the Claimant would receive similar treatment.
47. The Claimant further submitted that the Respondent's conduct reinforced this expectation because she participated in planning meetings for the following year, was included in the Respondent's medical insurance list for the upcoming term, and was promised salary payment up to 31st October, 2023, despite the contract expiring on 30th September 2023.
48. The Claimant further had reliance on ***Republic v Kenya Revenue Authority ex parte M-Kopa Kenya Limited***, where the Court, citing De Smith, Woolf & Jowell, Judicial Review of Administrative Action, held that a legitimate

expectation arises where a decision maker induces a reasonable expectation that a person will receive or retain a benefit.

49. It is the Claimant's submission that although the Respondent argues that the contract expired automatically by effluxion of time, the evidence demonstrates that the Respondent took active steps to end the employment relationship, including issuing an email titled "End of Contract Notice," and summoning the Claimant to a meeting, and promising payment of salary beyond the contract expiry date.
50. It was submitted that by intervening in the process rather than allowing the contract to lapse automatically, the Respondent triggered the procedural and substantive safeguards provided under Sections 41 and 45 of the Employment Act, which require employers to provide valid reasons and follow fair procedure before termination.
51. The Claimant relied on ***Keen Kleeners Limited v Kenya Plantation and Agricultural Workers' Union (2021)*** for the proposition that once an employer terminates employment, it bears the burden of justifying the termination and demonstrating valid reasons.
52. It is further submitted that allegations of breach of confidentiality were raised only after the termination and were not preceded by any disciplinary process. The Claimant therefore submits that such after the fact

allegations cannot cure a procedurally and substantively unfair termination.

53. The Claimant contends that the Respondent failed to explain why other employees whose contracts expired on the same date were issued with notices in accordance with the HR policy, while she was not, which amounted to discriminatory treatment. Reliance was placed on ***Changalwa v Unga Limited (2025)*** for the proposition that where a contract requires notice before termination, failure to give such notice entitles an employee to payment in lieu thereof.

54. On the third issue of whether the Claimant is entitled to the reliefs sought, the Claimant submitted that, having established unfair termination, the Court is empowered under Section 49 of the Employment Act to grant appropriate remedies.

55. First, the Claimant argued that the Respondent admitted that she was entitled to certain terminal dues, including salary up to 31st October 2023, accrued leave, and prorated 13th month salary, yet these amounts remain unpaid.

56. Second, the Claimant submitted that she is entitled to one month's salary in lieu of notice because the contract and HR policy required one month's notice before termination.

57. Third, the Claimant sought the equivalent of twelve (12) months' salary as compensation for unfair termination, relying on the Court of Appeal decision in **Kenya Ports Authority v Festus Kipkorir Kiprotich [2014] KEELRC 63 (KLR)**, which affirmed the Court's discretion to award compensation under the Employment Act.
58. Fourth, the Claimant sought compensation equivalent to one year's salary for non-renewal of the contract, which she argued amounted to dismissal. In support of this claim, she again relied on **Keen Kleeners Limited v Kenya Plantation and Agricultural Workers' Union (2021)**, where the Court held that failure to justify termination exposes the employer to statutory remedies.
59. It is the Claimant's submission that the Respondent's conduct violated her right to fair labour practices under Article 41 of the Constitution, and relied on **Elizabeth Washeke & 62 Others v Airtel Networks (K) Ltd & Another [2013] KEELRC 572 (KLR)** in support of her claim for constitutional damages.
60. On who should bear the costs, the Claimant submitted that the Respondent's failure to comply with its own Human Resource Policy and its unlawful termination of the Claimant's employment necessitated the present litigation, and should bear the costs of the suit.

The Respondent's submissions

61. The Respondent submits that the Claimant was employed on a fixed-term contract which lapsed automatically upon its expiry on 30th September 2023. It submits further that the contract expressly provided that it would lapse “without need for any notice or notification by any party.” Hence, it is not obligated to issue a one month notice of non-renewal.
62. The Respondent further submits that notice is only required where there is termination before expiry of the contract or summary dismissal, and not where a fixed-term contract lapses by effluxion of time. The Respondent sought to rely on ***September M. Kitheka v Kevita International Limited [2018] eKLR***, where Maureen Onyango J held that an employee serving on a fixed-term contract with an ascertainable expiry date is not entitled to notice of termination or compensation where the contract simply expires.
63. The Respondent also relied on ***Samuel Chacha Mwita v Kenya Medical Research Institute [2014] eKLR*** where Mbaru J held that a fixed-term contract naturally terminates on the agreed expiry date and such termination does not necessarily constitute dismissal since the proximate cause of termination is the expiry of the contract and not the act of the employer.
64. It was therefore submitted that the automatic lapse of the Claimant’s contract cannot amount to wrongful or unlawful termination. The Respondent further argues that since the

Claimant did not work in October 2023, she cannot claim salary for work not done.

65. On whether the Claimant has made out a case for legitimate expectation, the Respondent submitted that renewal of contracts within the organisation is governed by the Human Resource Manual, and the process is initiated by the Head of Department. It submits that the Claimant's supervisor was the Operations Director, and there was no evidence that any request for extension of the Claimant's contract had been initiated.
66. It was therefore argued that there was no representation, promise, or consistent past practice capable of giving rise to a legitimate expectation that the contract would be renewed. The Respondent relied on ***Margaret A. Ochieng v National Water Conservation and Pipeline Corporation [2014] eKLR***, where Rika J held that employees on fixed-term contracts should not expect automatic renewal since doing so would defeat the very purpose of fixed-term contracts.
67. Further reliance was placed on the Court of Appeal decision in ***Transparency International Kenya v Teresa Carlo Omondi, Civil Appeal No. 81 of 2018***, where the Court held that non-renewal of a fixed-term contract does not constitute unfair termination and that such contracts expire automatically without creating a legitimate expectation of renewal.

68. The Respondent submits that a legitimate expectation cannot arise from a personal belief, hope, or assumption, but must arise from a clear and unambiguous representation or a consistent past practice.
69. On whether the Claimant's claim is merited, the Respondent submitted that since the Claimant's contract lapsed automatically, no compensation is payable, and there was no violation of constitutional rights.
70. The Respondent also contended that the Claimant had not performed her duties competently and had experienced difficulties in her working relationship with colleagues, and therefore, there would have been no justification for renewal even if the Respondent had considered extending the contract.
71. Further, the Respondent submitted that after the Claimant's contract ended, she retained access to the Respondent's email system for clearance purposes, but she began transferring sensitive and confidential organisational data to her personal email account without consent.
72. It is submitted that the Claimant obtained confidential staff information, including details of employees' spouses and children submitted for medical insurance cover, and disclosed the same by attaching such information to her pleadings in the present proceedings. The Respondent contends that this amounted to a breach of data protection

and confidentiality obligations and urged the Court to expunge the information from the record in order to protect the identities of the employees and their families.

73. On costs, the Respondent submits that since the Claimant's claim lacks merit, costs should follow the event, and the suit ought to be dismissed with costs to the Respondent.

Analysis and Determination

74. Having carefully considered the pleadings, the witnesses' oral testimony, the documentary evidence produced, and the written submissions filed by counsel, the Court finds the issues falling for determination are as follows:-

- i. Whether the Claimant's fixed-term contract expired by effluxion of time or whether the Respondent terminated the Claimant's employment.
- ii. Whether the Claimant had a legitimate expectation that her contract would be renewed.
- iii. Whether the Claimant's constitutional and statutory rights were violated.
- iv. Whether the Claimant is entitled to the reliefs sought.

Whether the Claimant's fixed-term contract expired by effluxion of time or was terminated by the Respondent

75. That the Claimant was engaged on a fixed-term contract running from 1st February 2023 to 30th September 2023, is not in dispute. The Claimant confirmed during cross-examination that the contract expressly provided that it would lapse automatically upon expiry without the need for

notice, and this position is further confirmed by the copy of the contract produced by both parties in evidence before this court.

76. Under the existing jurisprudence on fixed term contracts, it is settled that where parties enter into a fixed-term contract with a definite end date, the contract ordinarily terminates automatically by effluxion of time. This court in ***Samuel Chacha Mwita v Kenya Medical Research Institute [2014] KEELRC 815 (KLR)***, held that:-

“A fixed term contract terminates automatically upon the expiry of the agreed term, and such termination does not amount to dismissal because the proximate cause of termination is the expiry of the contract.”

77. Similarly, in ***September M. Kitheka v Kevita International Limited [2018] KEELRC 432 (KLR)***, the Court held that an employee serving on a fixed-term contract with a clear end date is not entitled to notice or compensation where the contract expires in accordance with its terms.

78. The Court of Appeal reiterated this principle in ***Transparency International Kenya v Teresa Carlo Omondi [2017] KEELRC 1624 (KLR)***, where it held that non-renewal of a fixed-term contract does not constitute unfair termination unless circumstances exist that create a legitimate expectation of renewal.

79. Clause 2 of the employment contract between the parties herein provides thus:-

“The employee’s employment with LVCT Health is for a fixed period commencing February 1, 2023, until September 30, 2023, when it shall automatically lapse without need for any notice or notification from either party.”

80. It is clear from the evidence before court that the Claimant’s contract had a definite expiry date of 30th September 2023, and there is no evidence or suggestion that the Respondent terminated the contract prior to that date.

81. Further, the Claimant’s assertion that she was entitled to notice pursuant to the Respondent’s Human Resource Policy is, in my view, untenable since the issue of notice is expressly provided for under Clause 14 of the same contract of employment as being applicable only where either of the parties is desirous of terminating the contract.

82. The Court therefore finds and holds that the Claimant’s employment contract ended by effluxion of time upon the expiry of her fixed-term contract.

Whether the Claimant had a legitimate expectation of renewal

83. The Claimant's primary argument in this respect is that the Respondent's conduct created a legitimate expectation that her contract would either be renewed or that she would receive prior notice of non-renewal.
84. The doctrine of legitimate expectation was explained by the Supreme Court in ***Communications Commission of Kenya & 5 Others v Royal Media Services Limited & 5 Others (2014) KESC 53 (KLR)***, where the Court held that legitimate expectation arises where a public authority, through representation or consistent practice, leads a party to expect that it will act in a particular way.
85. Courts have, however, repeatedly cautioned that legitimate expectation cannot override the express terms of a fixed-term contract. In ***Margaret A. Ochieng v National Water Conservation and Pipeline Corporation (2014) eKLR***, it was held that employees engaged on fixed-term contracts should not expect automatic renewal since doing so would defeat the purpose of fixed-term employment.
86. Further, the Court of Appeal in ***Transparency International Kenya v Teresa Carlo Omondi (supra)*** emphasized that renewal must be based on clear representation or consistent practice, not mere hope or assumption.
87. The Claimant's position is that her performance was satisfactory, that she was severally promoted during the contract period, that she participated in planning meetings

for the Respondent's activities for the subsequent year, and finally, that she was included in the Respondent's medical cover list, the totality of which she asserts contributed to her legitimate expectation that her contract would be renewed.

88. While these circumstances may have created a subjective expectation, they do not, in my considered view, constitute a clear and unambiguous representation that the contract would be renewed.

89. I further note that the Claimant testified that she did not receive any written communication confirming renewal, did not know whether the renewal process had been initiated by her supervisor, nor did she in any way inquire from the Respondent whether the renewal process had been initiated.

90. In view of the foregoing, the Court finds that the Claimant has not sufficiently established the existence of a legitimate expectation that her contract would be renewed.

Whether the Claimant's constitutional rights were violated

91. The Claimant alleged violation of her constitutional rights, including the right to fair labour practices under Article 41, on the singular premise that she was not given notice of non-renewal of her contract.

92. It is now settled that constitutional damages cannot be awarded where the dispute is adequately addressed within the statutory framework of employment law. In ***Elizabeth Washeke & 62 Others v Airtel Networks (K) Ltd & Another [2013] KEELRC 572 (KLR)***, the Court emphasized that constitutional remedies should only be granted where there is clear proof of a violation of fundamental rights.

93. In the present case, the evidence shows that the Claimant's contract simply expired, and there is no proof of discrimination, termination, unlawful detention, or constitutional infringement.

94. Accordingly, the Court finds that the alleged violation of constitutional rights has not been proven.

Whether the Claimant is entitled to the reliefs sought

95. Given the Court's findings that the contract expired lawfully and no legitimate expectation of renewal was established, the claims for 12 months' salary as compensation for unfair termination, one year's salary for non-renewal of the contract, and damages for constitutional violations fail, and are hereby dismissed.

96. The Court, however, notes that the Respondent admitted that certain terminal dues were payable subject to the Claimant adhering to its clearance procedures.

97. In my view, an employer cannot indefinitely withhold terminal dues merely because clearance procedures are incomplete, especially where such procedures are within the employer's control.
98. In the circumstances, I hold that the Claimant is entitled to payment of all lawfully accrued terminal dues.
99. The Respondent, through their witness, confirmed that it was agreed in good faith that the Claimant be paid a salary for October 2023 to enable her to handle the transition. The Respondent further admitted that the Claimant is entitled to her prorated 13th month salary, payment of outstanding leave days as at 30th September, 2023, and a certificate of service.
100. In light of the foregoing, I conclude that the Claimant's claim partly succeeds, in terms of the following orders: -
- a) A declaration that the Claimant's employment contract ended by effluxion of time.
 - b) A declaration that the expiry of the contract did not constitute unfair termination.
 - c) An order that the Claimant is entitled to payment of terminal dues as follows: -
 - i. Salary for October 2023 at KShs. 361,606/-
 - ii. Leave accrued but not utilized at Kshs. 96,428/-
 - iii. Prorated 13th month salary at Kshs. 270,000/-
 - iv. That the Claimant be issued with a certificate of service within 14 days of this judgment.

d) The suit having partly succeeded, the Respondent shall bear the costs of the suit.

101. Judgment of the Court.

SIGNED, DATED, AND DELIVERED BY VIDEO-LINK AND IN COURT AT NAIROBI THIS 19TH DAY OF MARCH, 2026.

**C. N. BAARI
JUDGE**

Appearance:

Ms. Tanui present for the Claimant
Mr. Akillah present for the Respondent
Ms. Esther S- C/A