

**REPUBLIC OF KENYA**  
**IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT**  
**ELDORET**

**ELRC CAUSE NO. E019 OF 2025**

**ANTHONY J.O. MUNUANGO.....**

**.....CLAIMANT**

**VERSUS**

**NYAYO TEA ZONES DEVELOPMENT CORPORATION.....**

**.....RESPONDENT**

**JUDGMENT**

1. By a Memorandum of Claim dated 1<sup>st</sup> April 2025, the Claimant instituted this suit against the Respondent seeking the following reliefs: -

- a. A declaration that the termination of Claimant's employment was unfair, wrongful and unlawful.
- b. A declaration that the Respondent breached the claimant's entitlement under Article 41 of the Constitution of Kenya, 2010 to fair labour practices.
- c. Compensation and relief for unfair, wrongful and unlawful termination of employment as pleaded at Paragraph 18 of the memorandum of Claim

- d. A declaration that the Respondent's act of discrimination and denial to equality of opportunity to work was unlawful and Claimant claims damages for breach of Article 27 of the Constitution of Kenya, 2010.
  - e. General damages for the psychological pain the Claimant has suffered due to the wrongful termination of his employment.
  - f. An order reinstating into service the Claimant without losing his rank, to Zonal Manager rank to benefits, to the rank of Zonal Manager unpaid salary and allowances and on the same terms as before.
  - g. An order for issuance of an unconditional certificate of service.
  - h. Costs and interests to run on the pleaded sums of money from the date of filing the claim in accordance with Rule 29(3) of the Employment and Labour Relations Court (Procedure) Rules, 2016.
2. The Claimant's case is that he was employed by the Respondent as a Zonal Manager in Nandi North Zone with effect from January 2004.

3. The Claimant avers that he served the Respondent diligently and loyally until September 2015, when the Respondent created a hostile and untenable working environment, thereby compelling him to resign. He further contends that he was falsely accused and subjected to a criminal process which culminated in his involuntary resignation.
4. It is the Claimant's case that he was falsely accused of offences including stealing by servant, forgery and fraudulent false accounting and that the Respondent failed to fairly consider his explanation prior to dismissing him.
5. The Claimant contends that the Respondent violated his constitutional and statutory employment rights and that the decision to dismiss him was unlawful and in contravention of the Public Service Act and applicable regulations. He further avers that the Respondent acted ultra vires and in disregard of the principles underpinning fair labour practices.
6. The Claimant particularized the alleged unfair and unlawful termination as follows: -

- a) The termination was unfair, wrongful, unlawful and amounted to an unfair labour practice.

- b) He was not accorded a hearing as required under section 41 of the Employment Act.
- c) He was not informed of any misconduct, and in any event, no valid grounds existed to justify summary dismissal under section 44 of the Act.
- d) The Respondent breached clause 10 of his contract relating to disciplinary procedures.
- e) The Respondent engaged in unfair labour practices in violation of Article 41 of the Constitution.
- f) The termination was effected without notice or lawful justification.
- g) The Respondent's actions amounted to unfair termination within the meaning of section 45 of the Employment Act.
- h) Failure to pay leave allowances contrary to section 28(1) of the Act.
- i) Failure to pay service gratuity contrary to section 35(5) of the Act.
- j) Failure to compensate for loss of employment, including the equivalent of twelve months' wages.

k) Failure to compensate for overtime and extra days worked.

l) Failure to issue a certificate of service as required by law.

7. The Claimant further avers that during his employment, his minimum terms and conditions of service were grossly violated including being required to work excessive hours without overtime compensation and without rest days.
8. He further contends that he was grossly underpaid throughout his employment.
9. The Claimant further avers that he was denied his contractual entitlement to 30 days' annual leave, in breach of clause 7 of his contract of employment.
10. The Claimant therefore claims the following terminal dues:-
  - i. Unpaid salary from September 2015 to date.....Kshs 13,966,400
  - ii. Leave dues.....Kshs 1,324,400
  - iii. Service for years worked at 15 days per year.....Kshs 692,307

- iv. Coalesced, exemplary and aggravated damages for unfair dismissal.....Kshs 5,000,000
- v. Three months' salary in lieu of notice...Kshs. 360,000
- vi. 12 months' salary as compensation for wrongful termination.....Kshs. 1,444,800
- vii. Sum of Kshs 44,146.67 being compensation pursuant to paragraph 35(b)(d)(2) of the Employment Terms and Conditions of service....  
....Kshs 44,167.67
- viii. Gratuity.....Kshs. 2,762,117.64
- ix. Paternity leave.....Kshs 132,440
- x. Remaining 11 years on contract.....Kshs 15,892,800
- xi. Public holidays dues.....Kshs 106,260
- xii. Overtime dues.....Kshs 332,800

11. In response, the Respondent filed a notice of preliminary objection dated 28<sup>th</sup> May 2025 on grounds that:-

- i. THAT this claim is time barred and grossly offends the mandatory provisions of section 89 of the Employment Act

- ii. THAT the claim before court is a wanton abuse of the court process and should be struck out in *limine* with costs to the Respondent.

12. On 23<sup>rd</sup> July 2025, the Respondent filed a Statement of denying the averments made by the Claimant in his Memorandum of claim, particularly that he was unfairly and unlawfully terminated from employment. It averred that:

- i. Following an audit revealing a loss of Kshs 7,096,511.95, the Claimant was suspended on 15<sup>th</sup> September 2015 pending investigations.
- ii. The Claimant resigned voluntarily on 5<sup>th</sup> November 2015 before completion of investigations.
- iii. The Respondent acknowledged the resignation but deferred clearance due to ongoing investigations.
- iv. The Claimant later processed and received his pension benefits through the Respondent's retirement benefits scheme.
- v. A total of Kshs 1,509,561.89 was paid to the Claimant as pension benefits.

- vi. Criminal investigations were conducted independently by the Directorate of Criminal Investigations, leading to prosecution.
  - vii. The Claimant was tried in Criminal Case No. 2165 of 2018 and judgment delivered on 31<sup>st</sup> October 2024.
  - viii. The Claimant was not dismissed but voluntarily resigned, allegedly to evade disciplinary action.
13. The Respondent maintained that the Claimant's resignation was voluntary and not occasioned by a hostile work environment.
14. Further, it was asserted that the Claimant was paid all his leave dues in compliance with section 28(1) of the Employment Act. On the claim for service pay, the Respondent contends that the Claimant was a member of a registered pension scheme and the National Social Security Fund, thereby disqualifying him under section 35(6) of the Act.
15. The Respondent reiterated that the instant claim is statute-barred and that all dues were settled upon the Claimant's resignation.

16. In conclusion, the Respondent urged the Court to dismiss the Claimant's suit with costs.
17. The matter was heard on various dates. The Claimant testified on 29<sup>th</sup> October 2025 as CW1 and adopted his witness statement dated 3<sup>rd</sup> October 2025 as his evidence-in-chief. He also relied on the list of documents dated 1<sup>st</sup> April 2025 filed in support of his case.
18. In his testimony, the Claimant reiterated the averments contained in his Memorandum of Claim. He further testified that he resigned due to immense pressure exerted on him by the Respondent and that as such, his resignation was not voluntary.
19. On cross-examination, the Claimant stated that he was employed by the Respondent on 21<sup>st</sup> May 2004, that his resignation was not voluntary but was occasioned by significant pressure. He reiterated that he did not proceed on leave in the years 2004, 2005 and 2015.
20. With respect to his claim for gratuity, the Claimant stated that there existed an agreement between himself and the

Respondent entitling him to gratuity upon termination of his employment.

21. He admitted that the present suit was filed approximately ten (10) years after his resignation.
22. The Claimant further testified that he applied for annuity benefits under the staff contributory pension scheme and acknowledged that he had accessed part of those benefits. He, however, stated that he was unaware that pension benefits are accessible only upon exit from employment and maintained that he was informed he could access the annuity at his discretion. He also sought to be paid overtime dues.
23. On re-examination, the Claimant reiterated that he worked overtime without compensation and that he was entitled to gratuity. He also maintained that his resignation was not voluntary, as he had been placed on suspension without pay. The Claimant stated that he delayed filing this suit due to the pendency of the criminal proceedings against him which were concluded in November 2024.
24. On its part, the Respondent called William Togon, its Human Resource and Administration officer, who testified as RW1. He

adopted his witness statement dated 3<sup>rd</sup> October 2025 as his evidence in chief and relied on the Respondent's list of documents dated 27<sup>th</sup> July 2025 and the further list dated 3<sup>rd</sup> October 2025.

25. In his testimony, RW1 stated that the Claimant voluntarily resigned from employment and was not terminated as he alleged. He further testified that the Claimant was paid all his dues upon resignation. He explained that the pension scheme is a separate entity managed by ICEA Lion and that access to pension benefits requires an application after separation from employment.
26. RW1 maintained that the Respondent does not provide gratuity to its employees. With respect to the claim for paternity leave, the Respondent's witness stated that the Claimant never applied for such leave.
27. On cross-examination, RW1 maintained that the Claimant did not apply for paternity leave. He further testified that, as a manager, the Claimant was not entitled to overtime unless specifically authorized upon request.

28. RW1 further testified that the Claimant was placed on suspension in September 2015 without salary and that he resigned before any disciplinary proceedings could be undertaken. He maintained that the Claimant was not subjected to disciplinary action by the Respondent. RW1 further testified that the Claimant was acquitted from the criminal case in 2024. RW1 reiterated that all terminal dues were paid to the Claimant upon his resignation.

### **Claimant's Submissions**

29. In his submissions dated 20<sup>th</sup> January 2026, the Claimant identified the issues for determination to be: -

- i. Whether the suit is time barred
- ii. Whether the Claimant was constructively and unfairly dismissed
- iii. Whether the Claimant is entitled to the reliefs sought.

30. On the issue whether the suit is time barred, the Claimant while citing the case of **David Wekesa Nambafu v Bob Morgan Services Ltd [2020] KEELRC 1180 (KLR)** submitted that the suit is not time barred because as at the

time the Respondent's witness, RW1 testified, the Claimant's suspension had not been lifted by the employer.

31. The Claimant further submitted that he was charged in Kapsabet Criminal Case No. 2165 of 2018 and was acquitted on 31<sup>st</sup> October 2024. He averred that the present suit having been filed on 19<sup>th</sup> May 2025 it was within time. On this basis, the Claimant argued that the three-year limitation period under the Employment Act applies only to termination of contract and not to a continuing injury. The Claimant contended that the Respondent's refusal to reinstate him to employment and the indefinite suspension constituted a continuing injury.
32. The Claimant submitted that following his acquittal, the Respondent had no legal or justifiable basis to keep him on suspension and ought to have reinstated him. He submitted that the failure to do so amounted to an unfair labour practice contrary to Article 41 of the Constitution of Kenya, 2010. In support of this position, he relied on ***Alfred Nyungu Kimungui v Bomas of Kenya [2013] eKLR***.
33. On the second issue, the Claimant submitted that he was subjected to persistent harassment, intimidation and

humiliation arising from false and malicious allegations of stealing by servant, forgery and fraudulent accounting, which ultimately led to his arrest. He contended that the Respondent failed to prevent or remedy these actions. The Claimant further submitted that he was isolated at the workplace, having been instructed not to communicate with colleagues, while subordinate staff were directed not to take instructions from him.

34. According to the Claimant, such treatment violated the employer's duty to provide a safe and dignified working environment. He argued that persistent hostile conduct and humiliation amount to a breach of fair labour practices and was a ground for a claim for constructive dismissal as it constitutes a breach of the employment contract by the employer.
35. The Claimant also submitted that the Respondent escalated the matter to the police without conducting a proper internal investigation or disciplinary process, leading to his arrest and prosecution in Kapsabet Criminal Case No. 2165 of 2018. He stated that he was acquitted on 31<sup>st</sup> October 2024 after the

court found that the prosecution had failed to prove the charges against him.

36. On this basis, the Claimant contended that the combined pressure on him by the Respondent, harassment, arrest and public humiliation rendered the working environment intolerable, leaving him with no option but to resign. He maintained that his resignation was involuntary and that it was also rejected, thereby leaving him on indefinite suspension thus constituting constructive dismissal.
37. With regard to the third issue, the Claimant submitted that having established constructive dismissal, he is entitled to the reliefs sought in the Memorandum of Claim.
38. On the claim for unpaid leave, the Claimant submitted that the Respondent failed to adduce evidence to demonstrate that leave for the years 2004, 2005 and 2015 was paid, and is therefore entitled to the same.
39. Regarding the claim for unpaid salary, the Claimant submitted that the Respondent did not produce evidence, such as pay slips, to demonstrate payment of his salary from September

2015 to the date of filing suit. He urged the Court to allow the claim as pleaded.

40. On the claim for paternity leave, the Claimant submitted that he fathered three children during his employment and was not granted the statutory leave entitlement, and is thus entitled to compensation.
41. With respect to the claim for overtime and work on public holidays, the Claimant submitted that despite being a senior Zonal Manager, the nature of his work required him to be on call beyond normal working hours, including nights, weekends, and public holidays, particularly in managing perishable goods. He contended that he frequently worked overtime and on public holidays without compensation.
42. The Claimant further submitted that he is entitled to service gratuity under section 35(5) of the Employment Act having served the Respondent for over eleven (11) years from 21<sup>st</sup> May 2004 to September 2015.
43. He also submitted that having been unfairly dismissed, he is entitled to three months' salary in lieu of notice based on his last salary.

44. The Claimant acknowledged receipt of Kshs 503,187.30 from the pension scheme but denied having received the additional sum of Kshs 1,006,374.59 as alleged by the Respondent.

***The Respondent's submissions***

45. In its submissions dated 16<sup>th</sup> January 2026, the Respondent identified the issues for determination to be: -

- i. Whether the Preliminary Objection raised is sustainable
- ii. Whether the Claimant's employment was unfairly terminated
- iii. Whether the Claimant is entitled to the reliefs sought

46. On the first issue, the Respondent submitted that its Notice of Preliminary Objection is founded on the ground that the suit is time-barred and offends the mandatory provisions of section 90 of the Employment Act. It argued that the employment relationship between the parties subsisted from 27<sup>th</sup> April 2004 to 5<sup>th</sup> November 2015 after the Claimant resigned on 5<sup>th</sup> November 2015. The Respondent submitted that the statutory limitation period of three (3) years has therefore been exceeded by over nine (9) years and that the claim is statute-

barred and offends the express provisions of section 90 of the Employment Act.

47. The Respondent submitted that, the Claimant's right to sue having lapsed, he lacks the capacity to institute the present claim, rendering the suit an abuse of the court process. In support of this position, reliance was placed on the case of ***Divecon Limited v Samani (1995-1998) 1 EA 48.***
48. The Respondent further cited ***Kenneth Stanley Njindo Matiba v Daniel Toroitich Arap Moi (Civil Appeal No. 24 of 1993)*** and ***Samuel Kamau Macharia & Another v Kenya Commercial Bank & 2 Others (Application No. 2 of 2011),*** to emphasize that a court's jurisdiction flows from statute and cannot be exercised outside the limits set by law.
49. It was submitted that time does not stop running pending criminal proceedings and that the Claimant's acquittal on 31<sup>st</sup> October 2024 in Kapsabet Criminal Case No. 2165 of 2018 did not revive or extend the limitation period for filing an employment claim. In support of this position, the Respondent relied on the case of ***David Owino v Kenya Institute of***

***Special Education [2013] eKLR* and *Rift Valley Railways v Hawkins Wagunza [2016] eKLR.***

50. The Respondent also relied on the case of ***Abdi Mohamed Daib v Kenya Ports Authority [2016] eKLR*** for the proposition that there is no requirement for an employer to await the conclusion of criminal proceedings before undertaking disciplinary action. Similarly, that an employee is not required to await the outcome of criminal proceedings before filing an employment claim.
51. The Respondent therefore urged the Court to find that the claim is statute-barred and that it lacks jurisdiction to entertain it.
52. On the second issue, the Respondent submitted that, even if the claim were properly before the Court, it lacks merit as the Claimant voluntarily resigned from employment vide his letter dated 5<sup>th</sup> November 2015 and that the Claimant in his testimony admitted authoring and submitting the resignation letter.
53. It is the Respondent's submission that the resignation letter was clear and unequivocal as it cited "unavoidable

circumstances” and did not attribute the resignation to any conduct on the part of the Respondent. Further, that the Claimant expressed gratitude for the opportunity to serve, which demonstrates that the resignation was voluntary and not coerced.

54. The Respondent relied on **Coca Cola East & Central Africa Limited v Maria Kagai Ligaga [2015] eKLR**, where the Court of Appeal set out the legal test for constructive dismissal, emphasizing the need to demonstrate that the employer’s conduct fundamentally breached the employment contract.
55. It is the Respondent’s submission that the Claimant failed to adduce any evidence demonstrating that the Respondent’s conduct forced him to resign. According to the Respondent, the resignation letter itself does not refer to any hostile work environment or misconduct by the Respondent.
56. The Respondent further submitted that, under section 47(5) of the Employment Act, the burden of proving unfair termination rests upon the employee, which burden the Claimant failed to discharge.

57. The Respondent contended that the Claimant resigned to evade impending disciplinary action following the discovery of financial irregularities amounting to Kshs 7,096,511.95 during an audit after he was suspended on 15<sup>th</sup> September 2015 to facilitate investigations.
58. The Respondent therefore submitted that the Claimant's resignation was a deliberate act to avoid disciplinary proceedings and cannot be construed as constructive dismissal.
59. On the third issue, regarding entitlement to reliefs, the Respondent submitted that the Claimant is not entitled to any of the reliefs he is seeking as he voluntarily resigned from employment and was paid his terminal dues. On the claim for salary in lieu of notice, the Respondent submitted that the Claimant is not entitled to notice pay, having voluntarily resigned without notice. On the prayer for compensation for unfair termination, the Respondent submitted that this claim is untenable in the absence of a finding of unfair or constructive dismissal.

60. As regards the claim for the remainder of the employment period, the Respondent argued that this claim does not arise, as there was no wrongful termination. Reliance was placed on ***Francis Waithaka Ngokonyo & 2 Others v Telkom Kenya Limited (Supreme Court Petition No. E009 of 2025)***.
61. On the prayer for service pay, the Respondent submitted that this claim was abandoned and that in any event, the Claimant was a member of a pension scheme and NSSF, thereby disqualifying him under section 35(6) of the Employment Act.
62. On the prayer for gratuity, it is submitted that there was no contractual or policy basis for gratuity.
63. On the prayer for leave allowance and paternity leave, the Respondent submitted that records show the Claimant proceeded on leave and was paid accordingly. It is further submitted that any unutilized leave is forfeited if not taken within 18 months, relying on ***Bins (Nairobi) Services Limited v Hardard Macharia Kariamburi [2025] KECA 1726 (KLR)***.
64. The Respondent maintained that the Claimant did not apply for paternity leave or provide proof thereof, and therefore the claim is unsubstantiated. The Respondent also argued that

claims relating to leave constitute continuing injury and ought to have been filed within twelve (12) months, rendering them time-barred.

65. On the claim for overtime and public holidays, the Respondent submitted that the Claimant's contract did not provide for overtime and no evidence was adduced to prove entitlement, approval or particulars of the alleged overtime worked. The court was urged to dismiss this claim as it was not proved.
66. In conclusion, the Respondent urged the Court to find that the claim is statute-barred, devoid of merit, and to dismiss it with costs.

### **Determination**

67. From the pleadings on record, the evidence and submissions of the parties, the issues that arise for determination are: -
  - i. Whether the suit is statute-barred
  - ii. Whether the Claimant was constructively and unfairly dismissed
  - iii. Whether the Claimant is entitled to the reliefs sought.

*Whether the suit is statute-barred*

68. The Respondent raised a preliminary objection contending that this suit is time-barred under section 90 of the Employment Act, which provides that employment claims must be instituted within three (3) years from the date the cause of action arose.
69. It is not in dispute that the Claimant resigned from employment on 5<sup>th</sup> November 2015. It is further not disputed that the present suit was filed on or about 28<sup>th</sup> April 2025 a period of approximately nine (9) years and five (5) months from the date of separation.
70. The Claimant, however, contends that the claim is not time-barred on account of what he terms as a “continuing injury,” arguing that his suspension was never lifted and that the cause of action crystallized upon his acquittal in the criminal case on 31<sup>st</sup> October 2024.
71. It is settled law that a cause of action in employment arising from termination accrues at the point of termination or resignation. In the present case, the Claimant’s employment came to an end on 5<sup>th</sup> November 2015 upon his resignation and time for purposes of limitation began to run from that date.

72. The limitation period prescribed under section 90 (now 89) of the Employment Act is strict and goes to the jurisdiction of the Court. Courts have consistently held that they lack jurisdiction to entertain claims instituted outside the statutory period,
73. Further, criminal proceedings are distinct and independent from employment disputes. While criminal proceedings are concerned with determining guilt or innocence beyond reasonable doubt, employment disputes are determined on a balance of probabilities and focus on the rights and obligations arising from the contract of employment.
74. The pendency or outcome of a criminal case does not operate to suspend, stall or extend the statutory limitation period prescribed under section 89 of the Employment Act. An employee's right to institute a claim for unfair or constructive dismissal arises immediately upon termination or resignation and is not contingent upon the conclusion of any parallel criminal process.
75. The Claimant's cause of action accrued on 5<sup>th</sup> November 2015 upon his resignation and his subsequent prosecution and eventual acquittal on 31<sup>st</sup> October 2024 did not extend or

otherwise affect the limitation period within which he ought to have filed his claim.

76. Consequently, this Court finds that the suit was filed well outside the statutory limitation period and is therefore statute-barred. On this ground alone, the Court lacks jurisdiction to entertain the claim.

*Whether the Claimant was constructively and unfairly dismissed*

77. Notwithstanding the finding on limitation, and for completeness, the Court will briefly consider the issue of constructive dismissal.
78. Constructive dismissal occurs where an employer's conduct fundamentally breaches the employment contract, thereby forcing the employee to resign. The burden of proof lies on the employee to demonstrate that the resignation was not voluntary but was induced by the employer's conduct.
79. In the present case, it is not disputed that the Claimant authored and submitted a resignation letter dated 5<sup>th</sup> November 2015. The resignation letter is reproduced hereunder. It reads: -

THE MANAGING DIRECTOR

NYAYO TEA ZONES DEVELOPMENT CORPORATION

NYAYO HOUSE, 11<sup>TH</sup> FLOOR,

P.O. BOX 48552 - 00100,

NAIROBI.

Dear Sir,

RE: RESIGNATION

*Due to unavoidable circumstances and thorough soul searching and consultation I have decided to resign from my employment as senior zone manager with the corporation with immediate effect. I wish to take this opportunity to thank you and the corporation for giving me a chance to serve you for the last 11 years, an undertaking that I really enjoyed. It is therefore my sincere hope that all my accrued benefits will be processed and be sent to me. Any further correspondence with me should be channeled through the above given address or E-Mail to munuangoa@yahoo.com. I remain wishing you and all the other employees of the corporation the very best.*

*Yours faithfully,*

*Signed*

*Anthony Munuango,*

*PF/NO. 953*

80. The contents of the letter are clear and unambiguous. The Claimant cites “unavoidable circumstances” and “thorough soul searching and consultation” as the basis for his decision to resign. He further expresses gratitude to the Respondent for the opportunity to serve for over eleven (11) years.
81. Notably, the letter does not raise any complaint regarding a hostile work environment, unfair treatment, or breach of contract by the Respondent. Neither does it allude to any form of pressure, intimidation, or compulsion. The tone and content of the letter are consistent with a voluntary and deliberate decision to terminate the employment relationship.
82. The Claimant has not provided cogent evidence to displace the plain meaning of his resignation letter. His assertions that he was under pressure or subjected to a hostile environment were not substantiated by evidence and are contradicted by the

contents of the letter. It is my considered view that the resignation letter constitutes strong evidence of a voluntary separation and does not support the Claimant's claim of constructive dismissal.

83. Consequently, the Claimant's resignation cannot be construed as having been forced by the Respondent's conduct. As such, the claim for constructive dismissal fails.

*Whether the Claimant is entitled to the reliefs sought*

84. Having found that the suit is statute-barred and that the Claimant has failed to prove constructive dismissal, it follows that the reliefs sought are not available.
85. The claims for compensation for unfair termination and salary in lieu of notice fail for lack of proof of unfair dismissal.
86. The claim for payment of salary for the remainder of the employment period is anticipatory and not tenable in law. It is thus declined.
87. The claim for gratuity is unsupported by any contractual or statutory basis and is therefore declined.
88. The claims for leave, overtime, and paternity leave were not proved to the required standard and are also statute barred as

they are not continuing injuries as alleged by the Claimant. The prayers are declined.

89. The Court further notes that the Claimant admitted receiving pension benefits. There is no basis for additional awards under the heads claimed.

90. In the final analysis, the Court finds that: -

i. The Claim is statute-barred under section 90 of the Employment Act

ii. The Claimant has failed to prove constructive or unfair dismissal

iii. The Claimant is not entitled to the reliefs sought.

91. Accordingly, the Claimant's suit is hereby dismissed.

92. Each party shall bear its own costs.

**DATED, SIGNED AND DELIVERED VIRTUALLY ON  
THIS 16<sup>TH</sup> DAY OF APRIL, 2026**

**MAUREEN ONYANGO  
JUDGE**