



Gitahi v Mediheal Hospital Limited (Employment and Labour Relations Cause E382 of 2024) [2025] KEELRC 537 (KLR) (27 February 2025) (Judgment)

Neutral citation: [2025] KEELRC 537 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
EMPLOYMENT AND LABOUR RELATIONS CAUSE E382 OF 2024
BOM MANANI, J
FEBRUARY 27, 2025**

BETWEEN

CAROLINE WAMBUI GITAHI CLAIMANT

AND

MEDIHEAL HOSPITAL LIMITED RESPONDENT

JUDGMENT

1. The Claimant instituted these proceedings to recover unpaid salary from the Respondent. She contends that the Respondent employed her as a Laboratory Technologist at its Nairobi branch. It is her case that she served the Respondent in the aforesaid position until 30th January 2024 when the Respondent laid her off with a promise that she will be informed when to resume duty.
2. The Claimant avers that between September 2023 and January 2024 when her services were halted, the Respondent owed her Ksh. 406,303.00 in salary arrears. She avers that efforts to have the Respondent pay her this amount have proved futile prompting her to institute the instant suit in a bid to recover the money.
3. The record shows that the Respondent was served with Summons to Enter Appearance on 29th May 2024. Despite this, it (the Respondent) did not enter appearance in the cause or file defense. As such, the matter proceeded to trial by way of formal proof.
4. The Claimant testified on oath on 28th January 2025. She reiterated the averments in the Statement of Claim. She contended that the Respondent did not pay her salary for the period running between September 2023 and 31st January 2024. She indicated that her monthly salary was Ksh. 92,661.00 and that the Respondent had not paid her for the five months aforesaid. As such, the amount due to her was Ksh. 463,305.00 less Ksh. 57,000.00 which the Respondent paid her in form of salary advance.
5. I note that the Claimant testified on oath to the effect that she was an employee of the Respondent and that the Respondent did not remunerate her for the period under review. I further note that the



Claimant's case was not controverted by the Respondent, the latter having failed to enter appearance and file a defense to the cause after it was served with the court processes.

6. The Respondent having failed to rebut the Claimant's case, I arrive at the conclusion that the Claimant has established her claim on a balance of probabilities. In the premises I enter judgment for her (the Claimant) for the following:-
- a. The principal sum of Ksh. 406,305.00.
 - b. Interest on the aforesaid sum at court rates from the date of this judgment.
 - c. Costs of the suit.

DATED, SIGNED AND DELIVERED ON THE 27TH DAY OF FEBRUARY, 2025

B. O. M. MANANI

JUDGE

In the presence of:

..... for the Claimant

.....for the Respondent

ORDER

In light of the directions issued on 12th July 2022 by her Ladyship, the Chief Justice with respect to online court proceedings, this decision has been delivered to the parties online with their consent, the parties having waived compliance with Rule 28 (3) of the ELRC Procedure Rules which requires that all judgments and rulings shall be dated, signed and delivered in the open court.

