



**Ogechi v Almasi Beverages Limited (Cause 1441 of 2018)
[2025] KEELRC 563 (KLR) (27 February 2025) (Judgment)**

Neutral citation: [2025] KEELRC 563 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 1441 OF 2018
CN BAARI, J
FEBRUARY 27, 2025**

BETWEEN

RAEL OGAKE OGECHI CLAIMANT

AND

ALMASI BEVERAGES LIMITED RESPONDENT

JUDGMENT

Introduction

1. The Claimant filed a Statement of Claim dated 16th October 2018, and filed on 17th October, 2018. Under the claim and the supporting documents filed therewith, she seeks the following reliefs:-
 - i. A declaration that her termination was unlawful, wrongful, illegal, null and void ab initio;
 - ii. General and exemplary damages for illegal, wrongful unfair and unlawful dismissal;
 - iii. Special damages equivalent to salary for ten (10) years effective 1st December 2018 at the rate of Kshs 450,985/= per month;
 - iv. Reinstatement for the purpose of restoration and actualization of the Claimant's rights to adequate compensation;
 - v. Costs of the suit.
2. The Respondent entered appearance on 24th October, 2018 and subsequently filed a Memorandum of Defense dated 27th March, 2019.
3. Both the Claimant's and the Respondent's cases were heard on 19th November, 2024. The Claimant testified in support of her case, adopted her witness statement and produced the list and bundle of documents and the supplementary documents filed in support of her case.



4. The Respondent presented one Timothy Mwinzi Muthemi, its Human Resources Manager to testify on its behalf. The Respondent's witness similarly adopted his witness statement and produced documents filed in support of the Respondent's case.
5. Submissions were filed for both parties.

The Claimant's Case

6. The Claimant states that during the period 2009-2013, she secured a promotion and served Kisii Bottlers Limited as a Senior Accountant. She avers that the employer received efficient and satisfactory services.
7. It is her case that in the year 2013, Kisii Bottlers Limited advertised in the local dailies and online a vacancy of a Finance Manager within the organization, and extended invitation for applicants from within and without the organization. She avers that she applied, was shortlisted and competitively interviewed/recruited to serve in the capacity of Finance Manager.
8. It is her case that during the period 2013-2015, while she served as Finance Manager, Kisii Bottlers Limited, she undertook a one (1) week mentorship programme under Mount Kenya Bottlers Limited on the arrangement of Kisii Bottlers Limited, and the said Mount Kenya Bottlers Limited. The Claimant avers further, that at the time, Mount Kenya Bottlers Limited, Kisii Bottlers Limited and Rift Valley Bottlers Limited were working on a merger programme.
9. It is the Claimant's case that the Respondent was already in place as a holding company for the three (3) bottling companies.
10. The Claimant states that in addition to serving as a Finance Manager Kisii Bottlers Limited, she served as an Acting General Manager of the same company for Five (5) months during the period October, 2014 up to February 2015. That thereafter, she was transferred to Nairobi to serve at the Respondent's headquarters.
11. The Claimant avers that as a result of the aforesaid matters the management of the trio bottling companies internally and seamlessly rationalized their staff when the claimant was deployed to serve the Respondent in the Nairobi Headquarters office as a Group Financial Accountant from March, 2015 and that the deployment incorporated legitimate expectation of service up to 2028.
12. She states that at all material times relevant to this case, she was an employee of the Respondent, duly authorized or contracted to provide services pursuant to a letter of offer of deployment dated 12th February 2015.
13. The Claimant avers that she was retained by the Respondent as a Financial Accountant at its Head office in Westlands, Nairobi County on a greed terms and conditions regarding pay among other germane terms of employment. In particular, the Claimant's states that her salary was adjusted upwards on redeployment from Kisii Bottlers to the Respondent.
14. It is her case that she was entitled to a salary of Kshs. 450,985/= per month paid in arrears at the end of each calendar month among other benefits, house allowance, car allowance and other utility allowances.
15. The Claimant states that pursuant to her employment, she at all times discharged her obligations and services diligently and professionally in the capacity of Group Financial Accountant, and on permanent and pensionable terms among other incidental Responsibilities allocated to her.



16. It is her case that shortly after deployment and reporting to the Respondent's station of work, the Respondent's functionary/Group Financial Controller, suggested from thin air that she considers resignation from employment. The said proposal made verbally took the Claimant aback and she refused to hid the said proposal made intermittently in the year, 2015.
17. She states that subsequently in or about December,2015, the Management of the Respondent invoked a policy referred to as Performance Improvement Programme (P.I.P) in respect of the Claimant.
18. The Claimant avers that the said PIP programme was actuated by malice, bad faith, devoid of objectivity and driven by callousness and cavalier attitude on the part of the Respondent's management and devoid of justification. The Claimant further avers that the implementation of the PIP was erratic, shambolic and devoid of methodical approach, and was only intended to cause removal of the Claimant in disregard of due process.
19. The Claimant submitted to the said process in the hope that the same could be carried out within the anchor and parameter of the law and the constitutional imperatives of fair administrative action contemplated in Article 47 of *the Constitution* of Kenya 2010. The Claimant states that she also reasonably expected due compliance with the *Employment Act* by the Respondent.
20. She avers that the said process displayed discriminative characteristics and disregard of the law, rules, regulations and policies. That the same was tailor made and invoked for the Claimant specifically, and managed in a shambolic manner and was thus incapable of delivering objectivity and fairness.
21. That on or about the 10th May 2018, after 6.40pm, the Claimant received a letter from the Group Human Resource Manager of the Respondent inviting her to show cause by 11th May 2018. The Claimant avers that the tone, tenor and scope of the said letter was harassment, intimidation, humiliation, malice, was demeaning, scandalous and so conclusive. That she had been condemned in advance.
22. It is her case that the allegations in the letter of 10th May 2018 are bereft/devoid of factuality/truthfulness, were unjustified, malicious and calculated to justify an illegal, irregular, unprocedural and unconstitutional process to cause removal of the Claimant from employment.
23. The Claimant further avers that in the year 2015, 2016 & 2017 she was entitled to bonus payment in the sum of Kshs. 2,980,120/- constituting 2 months' salary in 2015, one-month salary in 2016 and 7 months' salary in 2017. That she satisfied the same criteria that accessed her colleagues to the said bonus, yet she suffered discrimination /exclusion in the said regard anchored on the hatched scheme to depict her as a non-performer and in a bid to drive the removal agenda/design.
24. The Claimant avers that since 1999 up to 2018, August when she suffered the said horrendous wrongful breach of contract by Respondent and resultant termination/dismissal, she had demonstrated sufficient capability and consistency with her employer and accumulated legitimate expectation of service devoid of interruption up to 2028.
25. She avers that the process leading to her wrongful termination of employment was replete with blackmail, harassment, misrepresentations and blatant abuse of due process. She states that the Respondent's Group Human Resource Manager planned, set in motion and drove the agenda of Performance Improvement Programme (P.I.P.) without cogent participation of the Chief Finance Officer of the Respondent and thereby relied on a convoluted process to remove the claimant.
26. It is her case that at all material times herein, the Respondent had allocated her extra duties within the organization on ad hoc basis, and that she always delivered within expectation.



27. That despite the false claims and information, the Respondent went ahead and dismissed the Claimant without justification, despite working for the Respondent and or its subsidiary for over Nineteen (19) years.
28. The Claimant avers that the Respondent's decision to wrongly dismiss/terminate her from employment was arbitrary, propelled by extraneous considerations and malice. She maintains that the acts of the Respondent were unfair and unlawful and in violation of her rights.
29. The Claimant avers that she was entitled to annual bonus scheme which the Respondent withheld contrary to the laws and regulations governing the bonus scheme administration.
30. She states that at all the time of termination, she was earning a gross salary of KShs.450, 985/= per month inclusive of allowances/benefits attendant thereto. She avers that she had 10 more years of service and career which were imperiled by the horrendous and unjustified act of the Respondent.
31. The Claimant further avers that she has been exposed to prejudicial treatment by prospective employers, and ridicule amongst peers and has gravely suffered propensity of diminished likelihood of securing alternative employment or alternative employer.
32. It is her prayer that her claim be allowed.

The Respondent's Case

33. The Respondent's case is that it bought some existing soft drink bottling companies, including Kisii Bottlers Limited, where the Claimant worked, and that owing to restructuring of the operations of the Respondent, it sought to absorb employees from enterprises that it absorbed through the commercial integration.
34. It is the Respondent's case that the Claimant was one of the staff from the old entities absorbed and transferred sometime in 2015 to the Respondent's headquarters in Nairobi.
35. It is its case that at the Respondent's headquarters, the Claimant's job description was 'Group Financial Accountant', a position she held until 20th August 2018, when her employment was terminated because of consistent and continued poor performance.
36. It is the Respondent's position that the Claimant's 'group financial accountant' role demanded that she managed the financial accounts of not only the Respondent's headquarters, but those of its various branches. It states further that by this fact alone, the Claimant's competency level was required to be that of an expert, and that any laxity and/or poor performance at such a high level would have potentially disastrous consequences to the Respondent's operations.
37. It states that the Claimant's job profile allocated her such weighty roles such as consolidation/preparation/coordination of the group financial statements and management of the group treasury function.
38. The Respondent states that sometimes towards the end of 2014 and before the Claimant was transferred to the Respondent's head office in Nairobi, her performance had been put under scrutiny culminating in disciplinary action being taken against her. That vide a letter dated 14th October 2014, the Claimant was notified of the outcome of the disciplinary hearing where she was informed that she needed to put in more efforts to bring the Respondent's finance standards to acceptable level.
39. The Respondent states that it has a performance policy that requires employees to undergo appraisals at least once a year and in conformity with this policy, the Claimant's performance for the year 2015



- was reviewed on 15th December 2015. It states that the Claimant was appraised by her line manager and her overall score was 53%, which was poor given the level of expertise required of the Claimant.
40. It is the Respondent's case that the Claimant's line manager noted in the appraisal form that her performance was poor, and recommended that she be placed under a Performance Improvement Plan (PIP) effective immediately. It is its further case that Clause 6.3.4 of its Human Resource Manual provides for an appeal mechanism where an employee is dissatisfied with the appraisal results, and that the Claimant did not appeal the appraisal finding.
 41. It states that the Claimant was put under a 3-month PIP that informed her of the consequences of failure to improve performance including termination of her employment. The Respondent states further that its Human Resource Manual at Clause 6.4 allows for monthly reviews of the PIP, and when these monthly reviews were done, it was noted that there had been no improvement in the Claimant's performance, and the Claimant yet again did not appeal the appraisal results.
 42. The Respondent states that at the end of the PIP, the Claimant's line manager documented the Claimant's performance where he concluded by stating that the Claimant was unable to execute her job effectively.
 43. It states that the Claimant responded to the outcome of the PIP vide a letter dated 14th June 2016, where she denied any fault on her part.
 44. The Respondent states that the Claimant was appraised again for the year 2016 where she attained an overall score of 61%, and which result she did not appeal. That the Claimant was yet again appraised for the year 2017 on 19th April 2018, where she achieved an overall score of 60.5% which was even lower than her appraisal score of 61% in 2016.
 45. The Claimant was served with a letter requiring her to show cause why disciplinary measures ought not to have been taken against her for consistent poor performance. That the Claimant responded to the show cause letter vide her letter dated 11th May 2018, wherein, she denied any culpability.
 46. The Respondent states that it found the Claimant's response unsatisfactory and proceeded to invite her to a disciplinary hearing which was held on 14th August 2018. It states that the Claimant attended the meeting and informed the panel that she would not be calling any employee as a witness.
 47. The Respondent states that the Claimant's representations were found unsatisfactory resulting in her termination from the Respondent's employment with effect from 20th August 2018.
 48. The Respondent avers that the Claimant is not entitled to the remedies sought and urges the court to dismiss the suit with costs.

The Claimant's Submissions

49. It is submitted for the Claimant that the conventional objective HR tool referred to as PIP, was invoked by the Respondent and abused by the said Respondent with abandon as the same was used to inform the appraisal instead of the appraisal informing PIP.
50. It submitted that the PIP which was supposed to empower the Claimant, was instead used as a victimization tool on the basis that by its nature, a PIP was not supposed to drive a dismissal as it is principally an improvement tool, giving an employer a chance to support any objectively identified weak employee.



51. It is submitted that both the Claimant and DW1 confirmed that Mr. Joseph Andere was a Group Financial Controller (GFC) and therefore does not fall anywhere in the Claimant's reporting line. She submits further that this scenario in itself, renders the PIP unfair and irredeemably flawed.
52. The Claimant submits that the PIP program envisaged a training program as affirmed in Section 6.4 (c) of the Respondent's Human Resource Policies, which the Respondent ignored in total. That the Respondent never adduced any evidence at all, in terms of training, refresher course or otherwise, to assist improve the alleged 'Poor' performance as required by Section 6.4 (c) of the Human Resource manual.
53. It is the Claimant's submission that it is clear that her Line Manger was Wambua Kimeu, the Chief Finance Officer (CFO), and hence it was ridiculous for Mr. Joseph Andere to purport to appraise her on duties which he did not understand.
54. It is her submission that the PIP dated 15th December 2015, is flawed as it is said to have commenced on 11th December 2015, indicating it was predetermined, hence the PIP, set to conclude in March 2016, lacked values and parameters.
55. She submits that the PIP was improperly managed by the Group Financial Controller, and not the Claimant's Line Manager, with an unsigned internal memo exacerbating the breach.
56. The Claimant submits that the letters and allegations attendant to the PIP program and her eventual removal, clearly show that the employer invoked and pursued a malicious scheme against her. She avers that she was subjected to a PIP process prematurely, irregularly and capriciously.
57. It is her submission that her upward mobility/promotions to a Senior Financial Accountant did not come from poor performance, but a product of competence and hard work. She submits that the longevity of service and projected legitimate expectation of continued service, was callously disrupted by arbitrariness and capricious conduct on the part of the Respondent warranting the discretion of the court for adequate and commensurate damages.
58. The court is urged to find that the reasons bandied by the Respondent to terminate the Claimant were incompatible with the evaluation parameters and outcome.

The Respondent's submissions

59. It is the Respondent's submission that the termination of the Claimant has satisfied the necessary burden imposed on employers in termination matters under Section 43 (2) of the *Employment Act, 2007* which provides that;

“The reason or reasons for termination of a contract are the matters that the employer at the time of termination of the contract genuinely believed to exist and which caused the employer to terminate the services of the employee.”
60. The Respondent submits that the reason for the Claimant's dismissal was sound, sufficient, and lawful and burden of proof below on the reason for the termination discharged.
61. The Respondent emphasizes that it is apparent that it clearly notified the Claimant of her performance and reviewed the same based on the requisite steps in the Respondent's performance plan. It submits further, that performance is a valid ground for an employer to consider when terminating an employee's services, and that all the employer requires to demonstrate, is that proper steps were followed and that the reasons for termination were justified. It sought to rely in the case of *Joseph Mwaniki Nganga v United Millers Limited [2022] eKLR* to support this position.



62. The Respondent submits that the Honourable Court be pleased to find that there were sufficient grounds to contemplate subjecting the Claimant to a capability process leading to a termination.
63. The Respondent submits that it accorded the Claimant an opportunity to be heard, and ultimately followed the due process of the law in terminating the Claimant's services as provided in Section 41 (1) and (2) of the *Employment Act*, 2007.
64. The Respondent submits that the Claimant was put under a 3-month PIP that informed her of the consequences of failure to improve performance including termination of employment. It placed reliance in the case of *Jane Wairimu Machira v Mugo Waweru & Associates (2012) eKLR*, which cited with approval the case of *Kenya Science Research International Technical and Allied Workers Union (KSRITAWU) Vs Stanley Kinyanjui and Magnate Ventures Ltd (Industrial Court Cause No. 273 of 2010)* for the holding that;
- “The proper procedure once poor performance of an employee is noted is to point out the shortcomings to the employee and give the employee an opportunity to improve over a reasonable length of time. In our view 2-3 months would be reasonable.”
65. It is the Respondent's submission that despite the fact that the Claimant was consistently underperforming, the Respondent reviewed her salary upwards all along and this demonstrated that review of her performance was not done out of malice. It submits further, that despite the Claimant's consistent poor performance and despite the fact that the PIP had informed the Claimant that failure to improve would subject her employment to termination, she was not terminated until August of 2018.
66. The Respondent submits that the Claimant in her documents as well as oral evidence, failed to demonstrate how and when she was entitled to bonus for the period alleged.
67. The Respondent submits that there was no evidence adduced by the Claimant to support the allegation that she had 10 more years of service with the Respondent, and even if such evidence was adduced, it is trite law that employees are paid for work done and not anticipated work.
68. The Respondent further submits that the Claimant is not entitled to the remedy of reinstatement as she has not established her unique and exceptional circumstance that entitles her to such remedy. It submits further, that the Court cannot impose an employee on an unwilling employer.
69. The Respondent submits that the Claimant is not entitled to any relief whatsoever as she has failed to discharge the burden of proof for unlawful termination. It had reliance in the case of *Francis Nyongesa Kweyu v Eldoret Water and Sanitation Company Limited (2017) eKLR* to buttress this position.
70. The Respondent finally submits that the claim is not merited and urges the Honourable Court to dismiss the same with costs.

Analysis and Determination

71. I have considered the pleadings, the parties' oral testimony and the submissions filed in the matter. The issues for determination are:
- i. Whether the Claimant's termination was unfair
 - ii. Whether the Claimant is entitled to the reliefs sought.



Whether the Claimant's Termination was Unfair

72. To arrive at a determination of whether a termination of employment/dismissal is unfair, the reason(s) for the Claimant's termination, and the procedure adopted in effecting the termination are paramount.
73. Parties are in agreement that the Claimant was a long serving employee of the Respondent having served in the Respondent's amalgamated company (Kisii Bottlers) since the year 1999, where she steadily grew up the corporate ladder to the position of Finance Manager, and further acting as General Manager. It is also not in dispute that the Claimant was later in March, 2015 deployed to serve in the Respondent's headquarters (Westlands-Nairobi) as a Group Financial Accountant.
74. The Claimant's position is that her terms and conditions of service were adjusted with an upward review of her salary to Kshs. 450,985/- per month. It is her assertion that she discharged her duties and obligations diligently and professionally in the capacity of Group Financial Accountant.
75. It is her case that on 10th May, 2018, she was issued a show cause letter from the Group Human Resources Manager of the Respondent, requiring that she shows cause by 11th May, 2018 why her services should not be terminated for consistent poor performance. She avers that prior to the show cause notice, she was put on a performance improvement plan (PIP) without the participation of her immediate supervisor with an intention to end her services.
76. On its part, the Respondent states that when the Claimant was transferred from the now defunct Kisii Bottlers, her performance had deteriorated, resulting in being issued a letter dated 14th October, 2014 informing her of her poor performance, and further requiring that she puts more effort in her work.
77. The Respondent further states that on coming to their headquarter Offices in Nairobi, the Claimant was gain appraised in December, 2015 and that the appraisal returned a 53% score, which according to their performance policy was rated as poor. It states that as a result, it was recommended that the Claimant be put on a Performance Improvement Plan (PIP). The Respondent's further position is that though their Performance Policy allows appeals against appraisal score/result, the Claimant never appealed against the performance rating.
78. The Claimant was then placed on a three months PIP and notified of the consequences of failure to improve her performance. The Respondent states that the Claimant's performance reviews in the subsequent years-2016, 2017 and 2018 did not improve, resulting in the issuance of the show cause and the eventual termination.
79. Section 41 of the [Employment Act](#), 2007 states thus on termination:-
- “(1) Subject to section 42 (1), an employer shall, before terminating the employment of an employee, on the grounds of misconduct, poor performance (emphasis own) or physical incapacity explain to the employee, in a language the employee understands, the reason for which the employer is considering termination and the employee shall be entitled to have another employee or a shop floor union representative of his choice present during this explanation.”
80. By this provision, poor performance is without a doubt a ground for termination. The primary duty of an employee is to perform work for which he/she is contracted. It is however settled that the employer does not have a right to immediately rescind an employment contract on the ground of poor performance, but is instead expected to mitigate the impact of an employee's poor performance.



81. Poor performance cannot be dealt with through a single evaluation, it has to be based on set expectations, continued monitoring and periodical ratings. In the case of *Maina Mwangi v. Thika Coffee Mills Limited* (2014) eKLR, the court opined that once set, performance standards should be clear to the employee if she/he is to be accountable and responsible for their attainment or otherwise.
82. To rely on poor performance as the ground for termination demands that the provisions of Section 45(2) of the *Employment Act*, must be met. The burden of proof that poor performance was a fair reason for dismissal rests on the employer. It is the responsibility of the employer to put in place corrective mechanisms through employee coaching before any form of disciplinary action can be taken. (See *Jane Simba Mukala v. Oltukai Lodge Limited* (2013) eKLR).
83. To justify termination based on poor performance, evidence should show that there were attempts to address the poor performance through a structured system that sets targets that are achievable by the employee. It must also be shown that the employee knew beforehand what the expected standards were, that the standards are reasonable and that the employee had sufficient opportunity to meet the standards.
84. The Claimant contested the PIP on the basis that her immediate supervisor was not involved, and further that she was put on PIP before her performance was appraised, hence the Respondent put the cart before the horse.
85. A PIP provides an avenue through which struggling employees can closely engage with the management in developing strategies aimed at improving performance. The Claimant was placed on a PIP for 3 months in 2015/2016, which the Respondent plead did not bear fruits as the Claimant's performance did not improve, and was once again placed on PIP in April, 2016.
86. The Respondent contends that the performance appraisal for the subsequent years 2016, 2017 and 2018 show that the Claimant continuously under performed with a rating of between 60%-61%.
87. It is the Claimant's case that she was evaluated in July, 2015 and later in December, 2015 and hence by her own admission, it would not be true that she was placed on PIP prior to the evaluation. There was already a previous appraisal report which a PIP could be founded. Moreover, the PIP did not show improvement leading to being placed on yet another PIP in April, 2016. This court therefore has no basis to reach the conclusion that the PIP was unfounded.
88. The Court further notes that the Claimant was appraised for three consecutive years, and that the appraisal results showed no improvement on her part. It is also clear, that although the Respondent's Human Resources Manual allowed appeals whenever one is dissatisfied with appraisal results, the Claimant never objected to the appraisal results by way of an appeal (s). This in my view, goes to say that the Claimant accepted her performance review as depicted by the appraisal results.
89. The Respondent in my view, did its part. Continued poor performance for a record three years is not a result that the court can force an employer to live with, and especially considering the position the Claimant held in the service of the Respondent. The Court of Appeal in *Jane Samba Mukala v Ol Tukai Lodge Limited Industrial Cause No. 823 of 2010(2010)LLR 255 (ICK)* held:-

“.....The employer must show that in arriving at the decision of noting the poor performance of an employee, they had put in place an employment policy or practice on how to measure good performance as against poor performance...It will not suffice to say that one has been terminated for poor performance as the effort leading to this decision must be established.”



90. Lord Denning In the case of *British Leyland UK Ltd v Swift* (1981) I.R.L.R 91 described the test of reasonableness in the following words:-

“The correct test is; was it reasonable for the employer to dismiss him? If no reasonable employer would have dismissed him, the dismissal was unfair, but if a reasonable employer might reasonably have dismissed him, the dismissal was fair. It must be remembered in all these cases that there is a band of reasonableness, within which an employer might reasonably take one view; another quite reasonably takes a different view. One would quite reasonably dismiss the man. The other quite reasonably keeps him on. Both views may be quite reasonable. If it was quite reasonable to dismiss him, then the dismissal must be upheld as fair even though some other employers may not have dismissed him.”

91. The continued poor performance measured through the continuous appraisals and being twice placed on a PIP, was in my view reasonable ground to dismiss. The Respondent allowed the Claimant three long years to improve her performance which she did not. In *Jane Wairimu Machira v Mugo Waweru & Associates* (2012) eKLR, the court opined:-

“The proper procedure once poor performance of an employee is noted is to point out the shortcomings to the employee and give the employee an opportunity to improve over a reasonable length of time. In our view 2-3 months would be reasonable.”

92. The Claimant was issued a show cause letter, she responded to the show cause and appeared before a disciplinary committee for the hearing of her case. Although the Claimant did not appear with a representative as envisaged under Section 41 of the *Employment Act*, she was advised to present one but chose not to.

93. I therefore cannot fault the termination procedure, and I instead, find the termination procedurally fair.

94. In the end, I find and hold that the Claimant’s termination was both procedurally and substantively fair and lawful.

Whether the Claimant is entitled to the reliefs sought

95. The Claimant seeks a declaration that her termination was unlawful, wrongful, illegal, null and void ab initio, general and exemplary damages for illegal, wrongful unfair and unlawful dismissal, Special damages equivalent to salary for ten (10) years effective 1st December 2018 at the rate of Kshs 450,985/ = per month, Reinstatement for purpose of restoration and actualization of the Claimant’s rights to adequate compensation and the Costs of the suit.

96. All the prayers sought herein, would only hold on a finding of an unfair termination. Having found the termination fair and lawful, goes to say that the Claimant is not deserving of the reliefs as sought.

97. The Claimant’s Statement of claim dated 16th October, 2018, is dismissed.

98. Considering that the claimant is currently unemployed, I make no orders on costs.

99. Judgment accordingly.

SIGNED, DATED AND DELIVERED BY VIDEO-LINK AND IN COURT AT NAIROBI THIS 27TH DAY OF FEBRUARY, 2025.

C. N. BAARI



JUDGE

Appearance:

Ms. Nyaboke h/b for Mr. Nyambega for the Claimant

Ms. Okelloh h/b for Mr. Ouma for the Respondent

Ms. Esther S- C/A

