



**Kemboi v Kenya Medical Laboratory Technicians and Technologists Board
(Cause E842 of 2023) [2025] KEELRC 948 (KLR) (27 March 2025) (Judgment)**

Neutral citation: [2025] KEELRC 948 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E842 OF 2023
BOM MANANI, J
MARCH 27, 2025**

BETWEEN

LILIAN CHEPKOECH KEMBOI CLAIMANT

AND

**KENYA MEDICAL LABORATORY TECHNICIANS AND TECHNOLOGISTS
BOARD RESPONDENT**

JUDGMENT

1. The Claimant filed this suit to challenge the Respondent's decision to terminate her contract of service. She avers that the Respondent employed her in May 2021 in the position of a graduate Auditor/ Inspector at a salary that used to fluctuate between Ksh. 60,000.00 and Ksh. 90,000.00.
2. The Claimant avers that her work entailed carrying out inspections and audits of medical laboratories in order to ensure that the facilities complied with the Respondent's regulatory requirements. She contends that she was tasked with ensuring compliance with the Respondent's regulations through closure and prosecution of non-compliant facilities.
3. The Claimant avers that the Respondent did not pay her house, commuter, hardship and overtime allowances. She further asserts that the Respondent did not permit her to take her annual leave.
4. The Claimant avers that on 23rd August 2023, the Respondent terminated her contract without notice and reason. She contends that on the material date, the Respondent's officers simply informed her verbally that her services had been terminated.
5. She contends that the procedure the Respondent adopted to terminate her contract was arbitrary, insensitive and unfair. As such, it is her case that the Respondent's action was unlawful.



6. The record shows that the Respondent was served with summons to enter appearance on 7th November 2023. The Claimant has filed an affidavit of service and copies of the served summons to enter appearance which bear the Respondent's stamp as proof of this fact.
7. Despite service of summons to enter appearance, the Respondent did not enter appearance and file defense in the cause. Consequently, the matter was certified for formal proof and proceeded to trial as such.

Analysis and Findings

8. The Claimant produced in evidence a copy of her work identity document which shows that she was an employee of the Respondent. In addition, she produced several correspondence by the Respondent introducing her as one of its Inspectors. As such, I am satisfied that she was an employee of the Respondent.
9. The Claimant avers that on 23rd August 2023, the Respondent's officer told her verbally that her contract of service had been terminated. She avers that no reason was given for this decision.
10. The Respondent did not controvert the Claimant's assertions regarding how her contract was terminated. As a consequence, the court can only rely on the Claimant's evidence to discern how the contract between the parties was terminated.
11. From the Claimant's testimony, it appears that her contract was terminated without notice. It also appears that the Respondent did not provide her with reasons for its decision or subject her to the disciplinary process contemplated under the *Employment Act*.
12. Suffice it to say that the employment law regime in Kenya requires the employer to justify his decision to terminate an employee's services. Further, the law requires the employer to ensure that the employee is accorded fair procedure in the process that results in the termination of her contract.
13. There is no evidence that the Respondent complied with these requirements. As such, the decision to terminate the Claimant's employment is declared irregular and unlawful.
14. The Claimant asserts that her monthly salary fell between Ksh. 60,000.00 and Ksh. 90,000.00. However, she did not produce pay slips to support this contention.
15. All that she produced were bank statements which show that the Respondent used to make erratic deposits to her account. The deposits are variously described as "KMLTTB duty allowance", "KMLTTB per diem allowance", "KMLTTB per diem allowance, salary/remittance" and so forth. Some of the remittances were as low as Ksh. 9,000.00. Others were as high as Ksh. 84,000.00.
16. What is apparent from this evidence is that the Respondent used to make erratic payments to the Claimant, some disguised as allowances and per diems. As such, it is correct, as the Claimant avers, that her salary used to fluctuate.
17. Having regard to the foregoing and in the absence of clear evidence on what the agreed monthly salary for the Claimant was, I will go with the sum of Ksh. 60,000.00 which she described as the lower ebb of her pay.
18. The Claimant's contract was unfairly terminated. As such, she is entitled to compensation for unfair termination of her contract. In the premises and having regard to the requirements of section 49 of the *Employment Act*, I award her compensation which is equivalent to seven months of her gross salary, that is to say, $\text{Ksh. } 60,000.00 \times 7 = \text{Ksh. } 420,000.00$.



19. There is no evidence that the Respondent issued the Claimant with notice to terminate her services. As such, I award her notice pay for one month, that is to say, Ksh. 60,000.00.
20. The Claimant did not tender evidence to support her claim for the several allowances that she seeks to recover. She also claimed for underpayments without providing evidence to show that there was a discrepancy between her actual pay and what she alleges the Salaries and Remuneration Commission's guidelines provide. There was also no testimony tendered to support the claim for leave commutation. As such, the court declines to make any award in this respect.
21. I award the Claimant interest on the amount awarded at court rates from the date of this decision.
22. I award the Claimant costs of the case.
23. Any other relief which was sought but has not been granted is deemed as having been declined.

Summary of Determination

24. The court finds that the Respondent unfairly terminated the Claimant's contract of service.
25. The Claimant is awarded compensation of Ksh. 420,000.00.
26. The Claimant is awarded pay in lieu of notice to terminate her contract in the sum of Ksh. 60,000.00.
27. The Claimant is awarded interest on the aforesaid award at court rates from the date of this decision.
28. The Claimant is awarded costs of the case.
29. Any other relief which was sought but which has not been granted is deemed as having been declined.

DATED, SIGNED AND DELIVERED ON THE 27TH DAY OF MARCH, 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.

B. O. M. MANANI

