



**Njuguna & 2 others v Vintz Plastics Ltd (Cause E624 of 2023)
[2025] KEELRC 1001 (KLR) (27 March 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1001 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E624 OF 2023
S RADIDO, J
MARCH 27, 2025**

BETWEEN

**DAVID KAGWI NJUGUNA 1ST CLAIMANT
MUTHOKA MULEE 2ND CLAIMANT
ALEX WAMBUA 3RD CLAIMANT**

AND

VINTZ PLASTICS LTD RESPONDENT

JUDGMENT

1. David Kagwi Njuguna, Muthoka Mulee and Alex Wambua (the Claimants) sued Vintz Plastics Ltd (the Respondent) on 4 August 2023, and they stated the Issues in Dispute as:
Wrongful, unfair and unlawful termination from employment of the Claimants' services and failure by the Respondent to pay terminal benefits to the Claimant or
 - i. Unfair termination of employment under the *Employment Act*.
 - ii. Violation of the right to fair administrative action.
 - iii. Violation of the right to fair labour practices.
 - iv. Violation of the right to a fair hearing.
2. Despite the service of Notice of Summons on 15 September 2023, the Response was only filed on 10 November 2023.
3. On 29 October 2024, the Court admitted the Response which had been filed out of time.
4. On 20 January 2025, the Court fixed the hearing for 11 February 2025.



5. An affidavit of service filed in Court attested that the Respondent acknowledged a hearing notice.
6. When the Cause was called out for hearing on 11 February 2025, the Respondent and its advocate were not present. The Court being satisfied that a hearing notice had been served allowed the hearing to proceed.
7. The 3 Claimants testified and they filed joint submissions on (should have been filed and served before 28 February 2025).
8. The Respondent filed its submissions on 10 March 2025.
9. The Court has considered the pleadings, evidence and submissions.

Competency of the Cause/actions

10. The Claimants testified that the Respondent terminated their contracts on 21 April 2023, 8 March 2022 and 30 September 2022 respectively, and that they were earning Kshs 14,000/- per month.
11. Each of the Claimants' contracts was terminated, if at all, at distinct dates and for reasons specific to each Claimant.
12. It was therefore incompetent for the Claimants to sue jointly. Each Claimant should have instituted a Cause personal to them.

Jurisdiction

13. The Court also observes that under Gazette Notice No. 6024 of 2018, the jurisdiction to handle disputes where the monthly pay is less than Kshs 80,000/- was delegated to the Senior Resident Magistrates Court.
14. The Claimants, therefore, originated their claims in the wrong forum.
15. This Court, in the circumstances declines jurisdiction and strikes out the Memorandum of Claim lodged in this Court on 8 September 2023.

Orders

16. The Memorandum of Claim is struck out with no order on costs since the Respondent did not attend the hearing.
17. The Claimants are at liberty to approach the right Court if limitation law allows.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIVASHA ON THIS 27TH DAY OF MARCH 2025.

RADIDO STEPHEN, MCIARB

JUDGE

Appearances

For Claimant Henry M & Associates Advocates

For Respondent Nkunja Kaari & Co. Advocates

Court Assistant Wangu

