



**Giro v Abdi Husen t/a Nazra Restaurant & Guest House & 2 others (Cause 149 of 2019) [2025] KEELRC 900 (KLR) (20 March 2025) (Judgment)**

Neutral citation: [2025] KEELRC 900 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE 149 OF 2019  
S RADIDO, J  
MARCH 20, 2025**

**BETWEEN**

**HASSAN NOOR ISSACK GIRO ..... CLAIMANT**

**AND**

**ABDI HUSEN T/A NAZRA RESTAURANT & GUEST HOUSE ..... 1<sup>ST</sup> RESPONDENT**

**SADIA HUSSEIN T/A NAZRA RESTAURANT & GUEST HOUSE ..... 2<sup>ND</sup> RESPONDENT**

**YUSUF MOHAMED BARE T/A NAZRA RESTAURANT & GUEST HOUSE ..... 3<sup>RD</sup> RESPONDENT**

**JUDGMENT**

1. Hassan Noor Issack Giro (the Claimant) sued the 3 Respondents on 7 March 2019, alleging breach of contract and unfair treatment.
2. According to an affidavit of service filed in Court on 23 September 2019, service of Notice of Summons and Statement of Claim was received and acknowledged on behalf of the Respondents on 21 March 2019.
3. Despite acknowledging service, the Respondents did not bother to enter an appearance or file a Response.
4. On 23 June 2020, the Court directed the Claimant to get and serve a fresh Notice of Summons.
5. The Cause was mentioned on 9 May 2024 when the Court fixed a hearing on 30 September 2024. The hearing did not proceed.
6. On 11 November 2024, the Deputy Registrar set the hearing for 5 February 2025.



7. According to an affidavit of service filed in Court on 4 February 2025, the Respondents were served with a hearing notice through their email addresses ahusen@mnqcare.com and shussein@twincitiesgroup.com on 31 January 2025.
8. The Respondents did not attend the hearing, and being satisfied with service, the Court allowed the hearing to proceed.
9. The Claimant gave sworn testimony, and he filed his submissions on 28 February 2025.
10. The Court has considered the pleadings, evidence and submissions

### **Breach of contract**

11. The Claimant testified that he was employed by the Respondents on 2 January 2019 as a Manager of their business, Nazra Restaurant & Guest House, at a salary of Kshs 120,000/-.
12. The Claimant also testified that he worked until 19 February 2019, when the 1<sup>st</sup> Respondent called him and told him that his services were no longer required.
13. Upon the dismissal, the Claimant stated that he was evicted from his work-provided residence and taken to Central Police Station and that later, after an intervention by a clan elder, the Respondents caused to be sent to him Kshs 60,000/-.
14. The Claimant asserted that he was not paid his wages for the 2 months.
15. The Claimant's testimony was not rebutted or interrogated, and it was under oath. He admitted receipt of Kshs 60,000/- out of the Kshs 240,000/- he is seeking.
16. The Court will, therefore, allow the claim for unpaid salaries in the sum of Kshs 180,000/-.

### **Unfair treatment**

17. The Claimant contended that he was treated unfairly in the way he was evicted from the work-provided residence, and he sought general damages on account of unjust and unfair treatment.
18. The Claimant did not provide specific particulars of the unjust or unfair treatment in the pleadings, and the Court finds he did not prove this head of the claim.

### **Conclusion and Orders**

19. Arising from the above, the Court awards the Claimant:
  - (i) Unpaid salary Kshs 180,000/-
20. The Claimant to have costs.
21. The Claimant indicated that because of his faith, he would not ask for interest.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 20<sup>TH</sup> DAY OF MARCH 2025.**

**RADIDO STEPHEN, MCIARB**

**JUDGE**

Appearances

For Claimant Metto & Co. Advocates



Respondents did not participate

Court Assistant Wangu

