



**Jakoyo v Bliss Healthcare Limited (Cause E381 of 2023)
[2025] KEELRC 799 (KLR) (13 March 2025) (Judgment)**

Neutral citation: [2025] KEELRC 799 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E381 OF 2023
S RADIDO, J
MARCH 13, 2025**

BETWEEN

RAEL ATIENO JAKOYO CLAIMANT

AND

BLISS HEALTHCARE LIMITED RESPONDENT

JUDGMENT

1. Rael Atieno Jakoyo (the Claimant) sued Bliss Healthcare Ltd (the Respondent) on 12 May 2023, alleging unfair termination of employment, breach of contract and discrimination.
2. The Respondent filed a Response on 5 March 2024.
3. The Cause was heard on 5 February 2025. The Claimant and a Human Resource Officer with the Respondent testified.
4. The Claimant filed her submissions on 2 March 2025 (should have been filed and served before 14 February 2025) and the Respondent on 11 March 2025.
5. The Claimant set out the Issues in contention in her submissions as:
 - i. Whether the termination of the Claimant’s employment by the Respondent was fair and lawful?
 - ii. Whether proper procedure was followed in terminating the Claimant’s employment?
 - iii. Whether the Claimant’s Constitutional Rights were violated?
 - iv. What reliefs is the Claimant entitled to?
6. The Respondent set out the Issues for adjudication as:
 - i. Whether the Claimant’s termination on account of redundancy was fair and lawful?



- ii. Whether the Claimant's rights were violated?
 - iii. Whether the Claimant is entitled to the reliefs sought?
7. The Court has considered the pleadings, evidence and submissions.

Position at time of separation

8. The Claimant advanced an argument that at the time of separation, she was a Manager – Corporate Marketing.
9. The records placed before the Court show that although the Claimant was offered the position of Manager – Corporate Marketing, she was deployed to the position of Senior Centre Manager through a Memo dated 30 April 2021.
10. The Court finds that the Claimant was a Senior Centre Manager at the time of separation.

Unfair termination of employment: redundancy

Process

11. The Respondent notified the Claimant of the termination of her employment on the ground of redundancy through a letter dated 21 December 2021.
12. The reason given by the Respondent was that after an evaluation of the employment structure it had been resolved that the Claimant did not possess a clinical qualification or background which were necessary for the position of Centre Manager.
13. The notification informed the Claimant that the redundancy would be effective from 31 December 2021 and that she would be paid dues including a 1-month salary in lieu of notice.
14. The Respondent notified the Labour Officer of intended redundancies through a letter dated 15 September 2021 and on 3 November 2021, it issued a Memo to all Staff of intended restructuring with the resultant redundancy.
15. On 13 December 2021, the Respondent issued a redundancy roster affecting 11 Centre Managers.
16. The Claimant challenged the decision on the grounds that she was only issued with the notification on 30 December 2021 when she requested for it; she did not hold the position declared redundant as she was a Manager, Corporate Marketing; she was not consulted and that there was no restructuring.
17. Termination of employment on the ground of redundancy is circumscribed by section 40 of the [*Employment Act*](#).
18. Section 40(1)(b) of the [*Employment Act*](#) demands that the employer to personally notify an employee in writing of termination on account of redundancy not less than 30 days prior.
19. In the case at hand, the Respondent notified the Claimant personally of the redundancy in writing on 30 December 2021. That is the day the notification was delivered to the Claimant. The general Memo to the Staff dated 3 November 2021 could not have met the demands of a personal notification.
20. The notice period was less than the 30 days anticipated in law, and the Court finds that the process was procedurally tainted.



Valid and Fair Reasons

21. The ground given by the Respondent for the redundancies was restructuring, and the details were that the Claimant did not possess clinical qualifications/background for the role of Centre Manager.
22. The testimony of the Respondent's witness was that 11 Centre Managers who did not possess the clinical qualifications/background were affected.
23. Apart from the testimony of the witness, the Respondent did not place before the Court any preparatory material or papers evaluating its business needs to support the need for restructuring.
24. The Court, therefore, concludes that the Respondent did not discharge the burden placed on employers by sections 43 and 45 of the *Employment Act*, and finds that there were no valid and fair reasons to terminate the Claimant's contract on the ground of redundancy.

Pay in lieu notice

25. The Respondent offered the Claimant pay in lieu of notice and nothing turns on this head of the claim.

Compensation

26. The Claimant served the Respondent for about 3 years and she was offered certain terminal benefits.
27. Considering these factors, the Court is of the view that the equivalent of 3 months' gross wages as compensation would be fair (gross salary was Kshs 110,000/- per month).

Discrimination

28. The Claimant alleged discrimination because the decision to terminate her contract came at a time when she was on maternity leave. The Claimant was on maternity leave from August 2021 and resumed work on 17 December 2021.
29. The evidence before the Court is that 11 Centre Managers without clinical qualifications/background were affected and the Claimant was part of the group.
30. Under the circumstances, the Court is unable to discern any discrimination on the grounds of pregnancy/maternity leave.
31. The Claimant further asserted that the decision to terminate her employment violated her right to fair administrative action as enshrined in Article 47 of *the Constitution*.
32. In this Court's view, the Respondent was not exercising an administrative power (action) when it decided to terminate the Claimant's employment. It was acting pursuant to a contract and the powers vested in an employer under the *Employment Act*, 2007.

Certificate of Service

33. A Certificate of Service is a statutory entitlement and the Respondent should issue one to the Claimant.

Conclusion and Orders

34. Flowing from the above, the Court finds and declares that the termination of the Claimant's employment on account of redundancy was unfair.
35. The Claimant is awarded:



- (i) Compensation Kshs 330,000/-
36. The Respondent to issue a Certificate of Service to the Claimant within 21 days.
37. The award to attract interest at court rates from the date of judgment.
38. The Claimant is denied costs for filing submissions outside the agreed timelines without offering any explanation.
39. For clarity, the Court notes that the Claimant is entitled to the dues which were offered by the Respondent.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 13TH DAY OF MARCH 2025.

RADIDO STEPHEN, MCI Arb

JUDGE

Appearances

For Claimant Amukhale & Co. Advocates

For Respondent KRK Advocates LLP

Court Assistant Wangu

