



**Kenya Union of Commercial, Food and Allied Workers v Real Food Africa Limited
(Cause E010 of 2024) [2025] KEELRC 1217 (KLR) (30 April 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1217 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E010 OF 2024**

**J RIKA, J
APRIL 30, 2025**

BETWEEN
**KENYA UNION OF COMMERCIAL, FOOD AND ALLIED
WORKERS CLAIMANT**
AND
REAL FOOD AFRICA LIMITED RESPONDENT

JUDGMENT

1. The Claim herein is undefended.
2. It was filed by the Claimant Union on 22nd February 2024, on behalf of its member Joseph Kamau Nyambura [Grievant].
3. Nyambura was employed by the Respondent on 5th July 2021 as a Salesman/ Driver, on a monthly salary of Kshs. 20,000.
4. He wrote to the Respondent on 9th March 2023, notifying the Respondent that he had terminated his contract of employment, on account of delayed salaries.
5. The Respondent wrote to him on 27th March 2023, alleging that he had deserted. He responded on 30th March 2023, restating that he had resigned, and called on the Respondent to pay up his pending salaries and other terminal dues.
6. The dispute was taken up by the Claimant Union, and reported to the Ministry of Labour.
7. Parties were heard on conciliation, culminating in the Conciliation Report dated 5th September 2023.
8. The Conciliator found in favour of the Grievant awarding him : -
 - a. Unpaid salaries at Kshs. 145,213.



- b. Annual leave at Kshs. 23,201.
 - c. Pro-rata leave at Kshs. 16,107.
 - d. Service pay at Kshs. 16,572.
 - e. Underpayment of salary at a total of Kshs. 325,935.
Sub-total...Kshs. 527,030.
 - f. Less agreed cost of damage occasioned to the Respondent's vehicle by the Grievant, at Kshs. 31,000.
Total...Kshs. 456,582
9. The Respondent did not settle the amount as recommended by the Conciliator, which necessitated the Claimant to file the Claim herein.
 10. The Claimant seeks a total amount of Kshs. 535,783, including salary for 6 days worked in March 2023; salary for February 2023; 1-year annual leave; pro-rata leave; underpayments; salary arrears; and service pay.
 11. It also prays for certificate of service, costs and any other suitable relief.
 12. The Claim was mentioned on 9th October 2024 when it was recorded that the Respondent had not filed its Statement of Response. The Claim was scheduled for formal proof on 30th October 2024.
 13. On 30th October 2024, Ms. Temba, appearing for the Respondent applied for more time to file a Statement of Response.
 14. The application was allowed and the Claim scheduled for mention on 21st November 2024. On this date both parties were represented and Ms. Temba again sought more time to file the Statement of Response. Hearing was scheduled for 29th January 2025.
 15. There was nothing filed by the Respondent, by 29th January 2025, and Joseph Kamau Nyambura, the Grievant herein, gave his evidence on formal proof, closing the proceedings. He relied on his witness statement, which replicates the Claimant's pleadings, as summarized above.
 16. The Claim was last mentioned on 11th March 2025.

The Court Finds: -

17. The Claim is undefended. The Respondent asked for time to file its Statement of Response, was granted that time severally, but eventually filed nothing, and did not participate at the hearing.
18. Parties had both been heard on conciliation, resulting in the findings and recommendations of the Conciliator, captured in the Conciliation Report on record.
19. The Court does not have any reason to depart from that Report. The Conciliator objectively heard both parties, and as a trier of facts, reached findings and recommendations, based on the representations by the parties.
20. The Claim herein, the pleadings and evidence presented to the Court by the Parties is a rehash of the conciliation proceedings. None of the Parties have disputed any of the findings and recommendations of the Conciliator, in this Claim.

it is ordered: -



- a. The Respondent shall pay to the Grievant through the Claimant, the total amount of Kshs. 456,582.
- b. Certificate of Service to issue.
- c. Costs to the Claimant.
- d. Interest allowed at court rate from the date of Judgment, till payment is made in full.

DATED, SIGNED AND DELIVERED ELECTRONICALLY AT NAKURU, THIS 30TH APRIL 2025.

JAMES RIKA

JUDGE

