



**Kenya Union of Commercial Food and Allied Workers v Jiinuee  
Group of Companies (Employment and Labour Relations Cause  
1 of 2023) [2025] KEELRC 1180 (KLR) (24 April 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1180 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MACHAKOS  
EMPLOYMENT AND LABOUR RELATIONS CAUSE 1 OF 2023**

**B ONGAYA, J**

**APRIL 24, 2025**

**BETWEEN**

**KENYA UNION OF COMMERCIAL FOOD AND ALLIED  
WORKERS ..... CLAIMANT**

**AND**

**JIINUEE GROUP OF COMPANIES ..... RESPONDENT**

**JUDGMENT**

1. The Union filed the Memorandum of Claim dated 26.01.2022 on behalf of its members, Angela Nthenya Ndolo and Lilian Mbula Ndunda. The memorandum of claim was signed by Boniface M. Kavuvi, General Secretary. The Claimant Union prayed for judgment against the respondent for:

a. (Missing on the provided and filed memorandum of claim).

b. Angela Nthenya

Notice 27,023.95

Service  $21,811.10/26 \times 15 \text{ days} \times 4\text{yrs}$  50,333.30

Annual leave  $26/26 \times 21,811.10 \times 4$  87,244.4

Underpayments:

July 2015 – June 2016  $21,811.10 - 10,000 = 11,811.1 \times 12 = 141,733$

July 2016 – June 2017 = 12 months  $21,811.10 - 10,000 = 11,811.1 \times 12 = 141,733$

July 2017 – June 2018 = 12 months  $25,737.10 - 10,000 = 15,737 \times 12 = 188,854$

July 2018 – June 2019 = 12 months  $27,023.95 - 10,000 = 17,023.95 \times 12 = 204,287$



July 2019-June 2020=12months 27,023.95-10,000=17,023.95×12= 204,287

Total 1,045,497

- c. Certificate of service
  - d. Costs of the suit to the claimant
2. The respondent filed their Response to the Memorandum of Claim dated 30.07.2022 through Nzuki Nzioka & Co Advocates. The respondent prayed that the suit be dismissed with costs.
  3. The claimant's case was that the grievants, that is Angela Nthenya and Lilian Mbula, were employed by the respondent on different dates, however, they were terminated at the same time because of joining the claimant trade union.
  4. That Angela Nthenya (hereinafter Angela) was verbally employed in July,2015 in the position of field officer at a starting salary of Kshs 6,000, and was earning Kshs 10,000 in August,2020 when her employment was terminated for joining the claimant's Trade Union.
  5. That Lilian Mbula (hereinafter referred to as Lilian) was verbally employed in July, 2016 in the position of field officer at a starting salary of Kshs 6,000 and was earning Kshs 10,000 in August,2020 when her employment was terminated for joining the claimant's trade union.
  6. The claimant alleged that the respondent found Angela's trade union membership card and demanded that she and any of her colleagues that had joined the union, withdraw their union membership or risk losing their jobs.
  7. Angela and lilian called the claimant trade union, who advised them not to withdraw their union membership, resulting in the termination of their employment.
  8. The parties engaged in negotiations after the termination of employment. However, the respondent alleged that Angela had failed to return Kshs 77,000 remitted by Joppa women group in December of 2018 and that there was a receipt of Kshs 20,000 still in the receipt book, and that the said sums had not reached the respondent's office.
  9. The respondent demanded that the aforesaid sums be deducted from the terminal benefits Angela was claiming.
  10. Angela's case was that she did not owe the respondent any sums, and explained that her work at the respondent entailed bringing cash from merry go round groups, which she would pass on to the respondent's manager. In the event that the manager was not in the office, the employees were obligated to bank the same and bring back the receipt to the office.
  11. On Lilian's part the respondent alleged that she gave out a printer to the technician and that the same should be deducted from the terminal benefits she demanded. Additionally, the respondent demanded that monies advanced to Lilian as loans be deducted from said terminal benefits, to which Lilian opposed.
  12. Lilian alleged that to date she had never left the merry go round groups and that she is almost clearing the loans advanced to her through her contributions as required.
  13. The negotiations held by the parties post termination of employment fell through, leading to the claimant reporting a trade dispute.
  14. The matter proceeded to conciliation, wherein the respondent proposed to settle the matter amicably. However, it never followed through with the said proposal.



15. It is the claimant's case that Angela and Lilian were heavily underpaid in violation of the General Wages Order published periodically by the Government of Kenya.
16. On the part of the respondents, it is stated that the respondent is an umbrella of self-help groups and or informal associations popularly known as "merry-go-rounds" or "chamas".
17. Members who are mostly women from low income households form these chamas where they pool funds together to channel their contributions into a viable venture that guarantees returns.
18. The respondent states that it operates on a rotating-savings basis where there is a turn for each member to receive their financial package derived from the contributions from its members.
19. The respondent pleaded that it is not a financial institution and does not provide financial products and neither is it registered as such.
20. The respondent stated that the grievants were introduced to it by their mothers who are members of the chamas. They became members of the chamas under the respondent and they were chosen by members to volunteer to carry out certain activities as and when the need arises, on behalf of the rest of the members at no salary but only entitled to allowances and nothing more.
21. The respondent states that the basis of the members resulting to giving the grievants their allowances and not monthly salaries was because the grievants were also members of the respondent and they benefited otherwise from the respondent.
22. By virtue of their membership the grievants were entitled to receive merry go round contributions, soft loans and savings.
23. The specific activities that the grievants were tasked with by the members of the respondent was collection of contributions from members during a sitting of the chamas and recording such contributions in the register of the chama.
24. The chamas do not sit on a daily basis but have distinct periods for meetings, once or twice a month as the members may agree and the grievants were only engaged at those particular times and for those specific tasks and nothing more.
25. During the COVID - 19 pandemic, the respondent chamas contributed monies to the grievants for the purpose of constructing new pit latrines in their homes, but the grievants failed to refund the monies owed.
26. Angela failed to deliver or remit monies amounting to Kshs 97,000/= on two diverse occasions, which were merry go round contributions from the members of Joppa women group.
27. The respondent states that members demanded that the grievants pay all the monies they owed the respondent to no avail and the respondent was held liable for the loss of the monies and had to pay lost monies to Joppa Women Group members.
28. On Lilian's part, a new HP printing machine belonging to the respondent members got lost in her custody and she offered no explanation or account for the loss.
29. The respondent states that when the grievants were instructed to return the monies and the HP printer, they left and never returned. Subsequently, the respondent was summoned by the County Labour Officer to answer to claims of unfair termination and unpaid salaries regarding the grievants.



30. The respondent maintains that there was no employment, contract of service or recognition agreement with respect to the activities the grievants performed in the respondent chamas and as such no employer and employee relationship existed between the grievants and the respondent chamas.
31. The respondent pleaded that it had no problem with the grievants joining the claimant or any other trade union and the members equally didn't have an issue, although the only challenge was that the grievants purported to join the claimant on account that they were employees of the respondent, which was not the case.
32. The respondent insists that the sole reason the grievants approached and subsequently joined the claimant was to seek protection and sympathy to escape from being held liable to pay the monies and the items that they lost in their care.
33. The parties opted that the suit be determined on the basis of the pleadings, documents, and final submissions. The parties filed their respective submissions. The court has considered the parties' respective cases, material on record, and makes finding as follows.
34. To answer the 1<sup>st</sup> issue, the Court finds that the claimant has failed to show that the grievants were employed by the respondent. The grievants alleged that they were verbally employed. However, they did not plead the particulars of the verbal employment such as the official or officer of the respondent who may have represented the respondent in the verbal employment, the particulars of the job, the job description and then the particulars of the alleged verbal termination. In absence of such evidence to establish the employment relationship, it appears to the court that the grievants were members of their respective chamas and working for those chamas and not the respondent.
35. To answer the 2<sup>nd</sup> issue, the Court returns that in absence of the employment relationship, the issue of the alleged verbal unfair termination does not even begin to arise. In any event the grievants never testified to offer evidence of the alleged circumstances of the termination.
36. To answer the 3<sup>rd</sup> issue, the Court finds that the claims and reliefs sought are therefore not justified. The grievants and the respondent appear to continue in relationship in the enterprise known as chamas and each party shall bear own costs of the suit.
37. In conclusion the suit is hereby dismissed with orders each party to bear own costs of the suit and the Deputy Registrar to return the case file to the Machakos Court Sub Registry, forthwith.

**SIGNED, DATED AND DELIVERED BY VIDEO-LINK AND IN COURT AT NAIROBI THIS WEDNESDAY 24<sup>TH</sup> APRIL, 2025**

**BYRAM ONGAYA**

**PRINCIPAL JUDGE**

