



**Aminga v Gain Ventures & 2 others (Cause E096 of 2024)
[2025] KEELRC 1062 (KLR) (3 April 2025) (Ruling)**

Neutral citation: [2025] KEELRC 1062 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E096 OF 2024**

**S RADIDO, J
APRIL 3, 2025**

BETWEEN

EDWIN ONDIEKI AMINGA CLAIMANT

AND

GAIN VENTURES 1ST RESPONDENT

MARKET DIMENSION LIMITED 2ND RESPONDENT

BLUETTI ENERGY KENYA 3RD RESPONDENT

RULING

1. Edwin Ondieki Aminga (the Claimant) sued Gain Ventures Ltd, Market Dimension Ltd and Bluetti Energy Kenya (the Respondents), alleging unfair and unlawful dismissal and breach of contract.
2. On 12 April 2024, Bluetti Energy Kenya (Bluetti) filed a Summons seeking orders:
 - i. That the Honourable Court be pleased to strike out the Claimant’s suit as against the 3rd Respondent.
 - ii. That the costs of this application be provided for.
3. The grounds given by Bluetti in support of the Summons were that Bluetti, an outsourcing firm was never in an employer–employee relationship with the Claimant; Bluetti had an outsourcing agreement with Gain Ventures Ltd and Market Dimension Ltd under which the outsourced employees remained the staff of the two companies and that Bluetti had been improperly joined to the Cause.
4. The Claimant filed a replying affidavit in opposition to the Summons on 15 October 2024.
5. According to the Claimant, he responded to a job advertisement by Bluetti, was interviewed and given a contract dated 20 June 2023 as a Senior Sales Manager; that with time Bluetti informed him it was an outsourcing enterprise and sent him to Market Dimension Ltd with whom he signed a probationary



contract on 10 July 2023; that around 21 November 2023, Bluetti transitioned him to Gain Ventures Ltd through an addendum contract; that under the addendum contract, Market Dimension Ltd extended his contract with Gain Ventures Ltd for purposes of further evaluation and that the contract was eventually terminated with the full knowledge of all the Respondents.

6. Bluetti filed its submissions on 15 January 2025.
7. In its submissions, Bluetti cited *Wachira v Mbote & Ar* (2022) KELRC 12992 KLR and *Christine Adot Lopeyio v Wycliffe Mwathi Pere* (2013) eKLR to contend that it did not have an employment relationship with the Claimant.
8. The Claimant filed his submissions on 1 February 2025.
9. The Claimant relied on *Samuel Wambugu Ndirangu v 2NK Sacco Society Limited* (2019) eKLR and *Christine Adot Lopeyio v Wycliffe Mwathi Pere* (2013) eKLR to urge that he had an employment relationship with the 3rd Respondent.
10. The Court has considered the Summons, affidavits and submissions.
11. The Court will not address any disputed facts in this Ruling but will refer to the facts on record as evinced through the documents filed.
12. The Claimant entered into a Comprehensive Addendum (Addendum to Employment Contract) with Gain Ventures Ltd. This addendum contract acknowledged that the Claimant had entered into an initial probationary contract with Dimension and that the contract had expired.
13. The addendum contract also indicated that the Claimant was transitioning from Dimension to Gain Ventures Ltd as the new employer and that the expired contract was being extended.
14. At this stage, the Court is not alive to the circumstances and terms under which Gain Ventures Ltd took over a contract between the Claimant and Dimension, a different legal entity and extended the contract. Evidence may unravel that transaction.
15. Nevertheless, the letter terminating the Claimant's contract and dated 29 December 2023 was in the letterhead of Gain Ventures Ltd and stated in material particulars:

Staff Name Edwin Ondieki Aminga

Staff No BL T004

Designation Senior Sales Manager

Section Bluetti Energy Kenya Ltd

I regret to inform you that your initial probation contract dated 10th July 2023 and the extension of the probation contract dated 11th October 2023 as a Senior Sales Manager at Bluetti Energy Kenya Ltd will be terminated.....

16. The action herein implicates a case of outsourcing which is not guided by any statute or law currently, and thus prone to put employees at a disadvantage as contractual rights are concerned.
17. What the Court can presume pursuant to the definition of employer in section 2 of the *Employment Act*, 2007, is that Gain Ventures Ltd may fall in the category of agent or factor of Bluetti, for at this interlocutory stage, it is not clear why it was terminating a contract between the Claimant and Bluetti.
18. The Claimant has sought remedies against all the Respondents jointly. Before hearing evidence, the Court cannot tell whether all the Respondents would all be liable to the Claimant, if at all.



19. Considering the above and that Bluetti may be compensated through costs if it eventually turns out it was not a proper party to the proceedings, the Court declines to allow the Motion.

Orders

20. The Summons dated 11 April 2024 is dismissed with costs in the cause.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 3RD DAY OF APRIL 2025.

RADIDO STEPHEN, MCIARB

JUDGE

Appearances

For Claimant E.A. Ochieng & Co. Advocates

For 1st Respondent Wanjao Wanjau & Mwangi Advocates LLP

For 2nd Respondent Teddy & Co. Advocate

For 3rd Respondent Mathenge Gitonga & Co. Advocates

Court Assistant Wangu

