



REPUBLIC OF KENYA



KENYA LAW
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Manyange v Independent Electoral and Boundaries Commission (Cause E053 of 2023) [2025] KEELRC 1567 (KLR) (29 May 2025) (Judgment)

Neutral citation: [2025] KEELRC 1567 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E053 OF 2023**

S RADIDO, J

MAY 29, 2025

BETWEEN

CAROLINE SABIRI MANYANGE CLAIMANT

AND

**INDEPENDENT ELECTORAL AND BOUNDARIES
COMMISSION RESPONDENT**

JUDGMENT

1. Caroline Sabiri Manyange (the Claimant) was employed as Manager, Delimitation on 30 April 2012 by the Independent Electoral & Boundaries Commission (the Respondent).
2. In March 2019, the Respondent issued a show cause and suspended the Claimant, and this was followed by interdiction on 15 April 2019. The allegation was breach of confidentiality/leakage of confidential information.
3. The Claimant appealed against the interdiction, and she was invited to appear before the Respondent's Disciplinary Committee.
4. The Respondent heard representations from the Claimant and, on 14 November 2019, informed her that she had been absolved of the allegations of breach of confidentiality.
5. However, the Respondent also informed the Claimant that she had been found culpable for use of abusive language and insulting behaviour (gross misconduct) against the Disciplinary Committee.
6. For the gross misconduct, the Respondent decided to reduce the Claimant's rank from IEBC Grade 4 to IEBC Grade 5 and place her under performance supervision.
7. The Claimant appealed against the reduction in rank on 10 February 2020. The Claimant made another appeal on 17 February 2022.



8. On 12 January 2023, the Respondent notified the Claimant that the appeal had been denied and that she would be redeployed from the Directorate of Research, Boundaries and Delimitation.
9. Upon redeployment, the Respondent informed the Claimant that her new position was Senior Elections Officer, Kibera Constituency.
10. The Claimant was not amused and on 29 January 2023, she sued the Respondent, alleging breach of contract (the Respondent's Human Resource Manual).
11. The orders sought by the Claimant were:
 - i. An order quashing the Claimant's conviction by the Respondent for allegedly using insulting language and or behaviour, and also quashing the Claimant's reduction in rank from IEBC Grade 4 to IEBC Grade 5 and reinstating the Claimant to her full salary and benefits in accordance with her letter of employment.
 - ii. An order quashing the Respondent's redeployment of the Claimant from the Directorate of Research, Boundaries and Delimitation and also quashing her redesignation and demotion from her substantive position as Manager, Delimitation to Senior Elections Officer.
 - iii. An order restoring the Claimant back to her full salary and benefits as Manager Delimitation including payment to her of the difference between the full salary and benefits payable to her as Manager, Delimitation and the reduced salary and benefits that she has been getting for the full period of her interdiction plus interest at court rates from the date of interdiction till payment in full.
 - iv. Costs of and incidental to this suit with interest at court rates from the date of filing of this suit till payment in full.
 - v. An order granting such other or further relief as this Honourable Court may deem fit and just to grant.
12. The Respondent filed a Response on 16 March 2023.
13. When the parties appeared in Court on 25 April 2023, they proposed, and the Court directed that they attempt out of court settlement. On 3 July 2023, the parties informed the Court that the Respondent had substantially complied with orders to pay the Claimant salary arrears.
14. On 24 January 2024, the parties informed the Court that the dispute was almost settled and that reconciliation was being done.
15. The parties did not agree on reconciliation/computations, with the Respondent insisting outstanding payment was Kshs 59,538/- and the Claimant Kshs 367,209/-.
16. Over time, the Claimant was dismissed (a separate Cause was filed to challenge the dismissal).
17. The Court, therefore, stayed this Cause on 30 May 2024 pending the parties moving the Court.
18. When the parties appeared before this Court on 30 October 2024, they informed the Court that there was only a single issue outstanding, payment of dues, and that it could be decided on the basis of the record and submissions to be filed.
19. The Court directed the parties to file their computations and present witnesses for cross-examination (the order was not complied with).
20. Consequently, on 29 January 2025, the Court directed that the Cause be heard on 26 February 2025.



21. The Court took the Claimant's testimony on 26 February 2025.
22. After the close of the Claimant's testimony, the Respondent applied for leave to amend the Response, but the Court declined the invitation. The Respondent did not call any witnesses.
23. The Claimant filed her submissions on 8 March 2025, and the Respondent on 22 April 2025 (should have been filed and served before 4 April 2025).
24. The Claimant asserted that she was claiming outstanding remuneration for the period April 2019 to February 2020 totalling Kshs 8,567,085/- and that the Respondent had paid Kshs 6,923,257/- and that on 13 February 2024, the Respondent wrote to her admitting that there was a balance of Kshs 364,209/-, which she is claiming.
25. In its submissions, the Respondent contended that the Claimant had not met the threshold of proof required of her and that the Court had conducted an unfortunate trial by allowing the Claimant to rely on a document not placed before the Court and denying it an opportunity to cross-examine the document.
26. The Respondent cited *Johana Kipkemoi Too v Hellen Tum* (2014) eKLR to assert that the Court had denied it natural justice.
27. The Respondent also submitted that had the Claimant not been demoted, she would have received remuneration totalling Kshs 21,315,916/- and that she was actually paid Kshs 821,990.02, Kshs 2,310,652/50, Kshs 10,017, 229/50 and Kshs 8,106,482/68, leaving a balance of Kshs 59,561/50.
28. The Court has considered the pleadings, evidence and submissions.

Natural justice

29. The Respondent accused the Court of denying it natural justice because it was denied an opportunity to cross-examine the Claimant on documents allegedly filed but not served.
30. During her testimony, the Claimant produced documents that she had filed with the Statement of Claim with the consent of the Respondent.
31. The Claimant also testified on her contractual earnings/remuneration and payment on account of leave. Whether she based the testimony on documents she had prepared and not filed in Court is not here or there since no such document was placed before the Court. The oral testimony should be given its own evidential weight in the context of the case and applicable evidential laws.
32. The Court could therefore not allow cross-examination on a document not before it.
33. Despite Court orders/leave granted on 17 May 2023, 30 October 2024 and 29 January 2025, none of the parties filed computations or other documents.
34. The claims by the Claimant are remuneration-based, and section 20 of the *Employment Act* requires the employer to keep certain payroll records (see sections 17, 18 and 20 of the *Employment Act*).
35. The Court had directed the Respondent to pay the Claimant certain withheld salaries. It was up to the Respondent to place before the Court the payroll records to satisfy the Court that it had made the payments.
36. The Respondent did not place such records before the Court, and its submissions of trial by ambush or denial of natural justice are, therefore, misdirected.



Breach of contract

37. The Court has already alluded to the fact that an employer should keep certain employment records.
38. The Respondent did not place before the Court the records to enable the Court to ascertain whether it had made payments as directed by the Court.
39. The Claimant did not file her computations as directed by the Court but opted to rely on oral testimony to support her claims.
40. The question, therefore, begs what weight should be given to the oral testimony.
41. Section 10(1) and (7) of the [Employment Act](#) gives a guide, and the benefit of doubt goes to the employee and in this case, the Claimant.
42. The Court will accept the Claimant's testimony and allow the claim for Kshs 367,209/- less the leave allowance of Kshs 213,464/-, she asked the Court to deduct from the amount claimed.

Conclusion and Orders

43. In light of the above and more so sections 10(1) and (7), 17, 18 and 20 of the [Employment Act](#), the Court enters judgment for the Claimant in the sum of Kshs 153,754/-.
44. The award to attract interest at court rates from the date of filing the Cause.
45. The Claimant is denied costs for failing to comply with Court directions issued on 29 January 2025 on filing of computations.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 29TH DAY OF MAY 2025.

RADIDO STEPHEN

JUDGE

Appearances

For Claimant Danstan Omari & Associates Advocates

For Respondent Lubulellah & Associates

Court Assistant Wangu

