



Mulili v Betts & Townsend Taylor Company Limited (Cause E1016 of 2023) [2025] KEELRC 1493 (KLR) (22 May 2025) (Judgment)

Neutral citation: [2025] KEELRC 1493 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E1016 OF 2023**

**S RADIDO, J
MAY 22, 2025**

BETWEEN

ARNOLD MUOKI MULILI CLAIMANT

AND

BETTS & TOWNSEND TAYLOR COMPANY LIMITED RESPONDENT

JUDGMENT

1. On or around 30 April 2020, Betts & Townsend Construction Project Management appointed Arnold Muoki Mulili (the Claimant) as Human Resources Manager.
2. On 6 December 2023, the Claimant sued Betts & Townsend Taylor Co Ltd (the Respondent) and he stated the Issue in Dispute as:
 - i. Unfair termination of employment of the Claimant contrary to the [Employment Act](#).
 - ii. Violation of the right to fair administrative action.
 - iii. Violation of the Claimant's right to fair labour practices.
 - iv. Violation of the right to a fair hearing.
3. The Respondent entered an Appearance through the firm of Wambasi & Co. Advocates on 17 January 2024 But it did not file a Response.
4. On 31 May 2024, the Claimant filed a Motion seeking an order directing the Respondent to furnish security for the costs of the Cause.
5. The Court allowed the Motion on 6 June 2024, and ordered the Respondent to furnish the security.
6. On 29 January 2025, the Claimant requested that the Cause proceed to formal proof because the Respondent had not filed a Response.



7. The Court directed that the hearing take place on 3 March 2025 and that a hearing notice be served.
8. According to an affidavit of service filed in Court on 3 March 2025, the Respondent's advocate was served with a hearing notice on 31 January 2025 through the email address cwambasi@gmail.com.
9. When the Cause was called out for hearing, a Mr Omari informed the Court that he was holding brief for Mr Wambasi and applied that because of pecuniary jurisdiction, the Cause should be transferred to the Magistrates Court.
10. Since the Respondent had not filed a Response, the Court gave Mr Omari time to study his file and give an update later.
11. When the Cause was called out later, Mr Omari informed the Court that he had been instructed in MCELR No. E1977 of 2023, and not this particular case. Mr Omari withdrew from the hearing.
12. The Court, being satisfied with the service of a hearing notice, allowed the hearing to proceed.
13. The Claimant testified, and he filed his submissions on 1 April 2025.
14. The Court has considered the Statement of Claim, evidence and submissions.

Unfair termination of employment

15. The Claimant pleaded in paragraph 3(i) of the Memorandum of Claim that he was employed by the Respondent on or around 30 April 2020, and that he served for 9 months.
16. However, in paragraph 3(v), the Claimant pleaded that his employment was terminated in October 2022.
17. In the witness statement that was adopted as part of the evidence, the Claimant stated that he served the Respondent for 9 months.
18. Part of the evidence produced by the Claimant was an email sent on 7 October 2021. The email refers to a redundancy and transition to consultancy.
19. Considering the date of this email, it is probable that the Claimant served the Respondent for 9 months as asserted in paragraphs 3(i) and (v) of the Memorandum of Claim and witness statement.
20. The Claimant's testimony was that the Respondent terminated his employment on account of redundancy without complying with the legal provisions on redundancy.
21. The testimony was not rebutted or interrogated.
22. Section 40 of the *Employment Act*, 2007, outlines the procedural steps an employer should follow before declaring a redundancy.
23. These include a written advance notice of a month to the employee and the local Labour Officer. Payment of certain dues is also provided for.
24. There is no material before the Court that the Respondent gave the Claimant and the local Labour Officer written notice, or that the Claimant's dues were paid.
25. The Court finds that the termination of the Claimant's employment on account of redundancy was unfair.



Compensation

26. The Claimant served the Respondent for less than a year and based on the length of service, the Court is of the view that the equivalent of 1-month gross pay as compensation would be appropriate (the Claimant's monthly pay was Kshs 523,728/- in September 2021).

Pay in lieu of Notice

27. The Respondent did not give the Claimant one month's written notice, and the Court will allow the equivalent of one 1-month salary as pay in lieu of notice.

Severance pay

28. The Claimant was entitled to severance pay at the rate of 15 days pay for each year served. The Claimant served for less than a year and considering the length of service the Court will grant pro-rated severance pay as claimed.

Conclusion and Orders

29. The Court finds and declares that the Respondent unfairly terminated the Claimant's employment on account of redundancy.

30. The Claimant is awarded:

- i. Compensation Kshs 523,728/-
 - ii. Pay in lieu of notice Kshs 523,728/-
 - iii. Severance pay Kshs 260,000/-
- TOTAL Kshs 1,307,456/-

31. The Claimant to have costs.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 22ND DAY OF MAY 2025.

RADIDO STEPHEN, MCIARB

JUDGE

Appearances

For Claimant Maosa & Co. Advocates

For Respondent Wambasi & Co. Advocates

Court Assistant Wangu

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