



**Coral Property International Limited v Kiria (Cause E298 of 2023)  
[2025] KEELRC 1429 (KLR) (15 May 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1429 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E298 OF 2023**

**L NDOLO, J**

**MAY 15, 2025**

**BETWEEN**

**CORAL PROPERTY INTERNATIONAL LIMITED ..... CLAIMANT**

**AND**

**TONY KIMATHI KIRIA ..... RESPONDENT**

**JUDGMENT**

**Introduction**

1. By a Memorandum of Claim dated 30<sup>th</sup> March 2023, the Claimant has sued the Respondent for the sum of Kshs. 503,800 being unpaid commission and one-month salary in lieu of notice. The Claimant further seeks costs plus interest.
2. The Respondent was duly served with court process, but did not file a response. The matter therefore proceeded as an undefended cause.

**The Claimant's Case**

3. The Claimant claims to have employed the Respondent as a Sales Associate, on the understanding that all commissions paid by the Claimant's customers, on any transactions procured by the Claimant or the Respondent, would be payable to the Claimant.
4. According to the Claimant, this claim arose on 25<sup>th</sup> March 2021, when the Respondent procured a transaction for the sale of Apartment No A04 erected on Land Reference No 1870/VI/54, Nairobi for the sum of Kshs. 19,000,000 with a commission of 2% of the purchase price, exclusive of VAT, translating to a figure of Kshs. 380,000.
5. The Claimant avers that the seller of the property confirmed that she was instructed by the Respondent to pay the commission directly to the Respondent via a bank transfer, in breach of the Claimant's well known policy.



6. The Claimant states that in an unequivocal admission of the debt, the Respondent confirmed via an email dated 8<sup>th</sup> July 2022, that he owed the Claimant the commission which he had received. The Respondent is said to have promised to settle the debt owed to the Claimant within 14 days of the said email.
7. The Claimant alleges that the Respondent deserted his employment without notice, contrary to clause 16 of his employment contract, which obligated him to issue a one-month notice or pay one month's salary in lieu thereof.

### **Findings and Determination**

8. The Claimant's claim against the Respondent is for the sum of Kshs. 380,000 being commission due to the Claimant, which was paid directly to the Respondent.
9. In support of its case, the Claimant filed an email sent by the Respondent on 8<sup>th</sup> July 2022 at 03.24. The email under the subject; 'Debt Owed By Tony Kiria To Coral Property International' states as follows:

"Greetings Mr Mitesh and Mr Meehir,

I trust you are all keeping well.

I am writing this email as a courtesy, and regarding the previous engagements we have had via email regarding the debt I owe you.

To be specific, the money I owe belongs to Coral Property International and one that was paid by Serah Chege (Coral Property Client) to myself for the sale concluded at Sohail Park Apartment A04. This is the 2% commission of the Kshs. 19 Million sale that was completed.

I indeed confirm that Serah sent me the cash and will be paying it back to you as soon as possible. I am almost concluding a sale transaction elsewhere and should be able to settle the amount within 14 days at least.

As I mentioned before, I am determined to sort this out as soon as I can and moreso for the sake of 'tomorrow'.

Again, despite the mess that occurred I want to thank you for the sacrifices and efforts made to train and mentor me during my work at your company.

I look forward to meeting you soon.

Best regards,

Tony K. Kiria

M: +254721996399"

10. As held in *Choitram v Nazari* (1984) KLR 237, admission of a claim may be either express or implied. In the present case, there is a clear and unambiguous admission by the Respondent, confirming that he owes the money claimed by the Claimant.
11. Consequently, the claim for Kshs. 380,000 being commission irregularly paid directly to the Respondent, succeeds and is allowed.
12. The Claimant further claims the sum of Kshs. 63,000 being one (1) month's salary in lieu of notice, on account of the Respondent having deserted employment without notice. In the absence of any evidence to the contrary, this claim remains uncontested and is allowed.



13. Finally, I enter Judgment in favour of the Claimant as against the Respondent as follows:
- a. Commission irregularly paid to the Respondent.....Kshs. 380,000
  - b. 1 month's salary in lieu of notice.....63,000
  - Total.....443,000
14. This amount will attract interest at court rates from the date of judgment until payment in full.
15. The Claimant will have the costs of the case.
16. Orders accordingly.

**DELIVERED VIRTUALLY AT NAIROBI THIS 15<sup>TH</sup> DAY OF MAY 2025**

**LINNET NDOLO**

**JUDGE**

Appearance:

Ms. Maina h/b for Ms. Kisilu for the Claimant

No appearance for the Respondent

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