



REPUBLIC OF KENYA



**KENYA LAW**  
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**Wangondu v Atticon Ltd (Cause E036 of 2024)  
[2025] KEELRC 1839 (KLR) (25 June 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1839 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MERU  
CAUSE E036 OF 2024  
ON MAKAU, J  
JUNE 25, 2025**

**BETWEEN**

**GODFREY WANGONDU ..... CLAIMANT**

**AND**

**ATTICON LTD ..... RESPONDENT**

**JUDGMENT**

**Introduction**

1. By a Statement of Claim dated 4<sup>th</sup> November 2024, the claimant sought the following relief: -
  - a. One month's unpaid salary for the contract dated 16<sup>th</sup> October 2017 at Kshs.428,000/=
  - b. Unpaid salary for the first contract dated 16<sup>th</sup> October 2017 and the second contract which expired on 16<sup>th</sup> October 2021 at Kshs.4,299,196.44/=
  - c. Unpaid leave days for 2017 to 2021: total 62 days at Kshs.874,200/=
  - d. Service pay for the four years worked at 15 days for each year; being Kshs.846,000/=
  - e. Interest on all the above at court rates from 16<sup>th</sup> October 2017 until payment in full
  - f. Costs of the suit.
2. The respondent was served with the claim and summons but it failed to enter appearance and file defence. Consequently, the suit proceeded by formal proof.
3. During the hearing, the claimant testified as CW1 and called no witness. He basically adopted his written statement dated 4<sup>th</sup> November 2024 and produced a bundle of 9 documents as exhibits.
4. In brief his evidence was that he was employed by the respondent as a Site Agent and Project Manager under a two years contract from 16<sup>th</sup> October 2017. He was placed in charge of Kangeta-lare road,



and Maua-Athiru road and his consolidated pay was Kshs.423,000 plus airtime of Kshs.5,000. He was also provided with an official vehicle KCM 811A. The contract lapsed on due date and he was given another contract for two years from 17<sup>th</sup> October 2019 to 17<sup>th</sup> October 2021. Again, he served through the contract until its expiry date. His remuneration remained the same.

5. He stated that all was well until August 2020 when the respondent started having financial difficulties. From August 2020 to 16<sup>th</sup> October 2021 the respondent failed to pay his salaries and allowances and also failed to remit statutory deductions. In total, he was not paid 14 months salary and allowances under the 2019-2021 contract equaling to Kshs.4,299,196.44 while under the 2017-2019 contract he was not paid his salary and allowances for one month equaling to Kshs.428,000.
6. He further stated that he had accrued leave of 62 days valued at Kshs.874,200. He further stated that the respondent failed to deduct and remit from his salary NSSF and NHIF contributions equaling to Kshs.50,400. Finally, he stated that he was entitled to service pay for the whole period of employment.
7. After the hearing, the claimant filed written submissions. I have considered the pleadings, evidence and submissions. The only issue for determination is whether the claimant is entitled to the reliefs sought.

### **Analysis**

8. The pleadings and evidence by the claimant have not been contested and rebutted. Therefore, I award the claim for unpaid salary and allowances from October 2019 and that of August 2020 to October 2021 equaling to 15 months.
9. The contract provided for a consolidated monthly retainer of Kshs.423,000 plus airtime of Kshs.5,000. The alleged retainer was just a consolidated monthly salary of Kshs.423,000 plus airtime allowance of Kshs.5,000 totaling to Kshs.428,000. Therefore, the unpaid salary and allowance total to Kshs.428,000 for the first contract and Kshs.5,992,000.44 for the 14 months of the second contract. But since he prayed for Kshs.4,299,196.44 under the second contract, I will award the sum pleaded.
10. He prayed for leave of 62 days under clause 14 of his contract of employment. However, he did not show how the 62 days were arrived at and consequently, I decline to award the said claim.
11. The claim for service pay is awarded since the respondent did not contribute any NSSF or other social security contribution in favour of the claimant. I award the claimant service pay for 4 years at the rate of 15 days salary for every year of service being  $Kshs.423,000 \times 15/30 \times 4 \text{ years} = Kshs.846,000$ .
12. In conclusion, I enter judgment for the claimant as follows: -
  - a. Unpaid salary under first contract.....Kshs.428,000.00
  - b. Unpaid salary under second contract.....Kshs.4,299,196.44
  - c. Service pay.....Kshs.846,000.00  
Kshs.5,573,196.44
  - d. The claimant will also have costs and interest at court rates from the date of filing suit.

**DATED, SIGNED AND DELIVERED AT NYERI THIS 25TH DAY OF JUNE, 2025.**

**ONESMUS N MAKAU**

**JUDGE**

**ORDER**



This judgment has been delivered to the parties via Teams video conferencing with their consent, having waived compliance with Rule 28 (3) of the ELRC Procedure Rules which requires that all judgments and rulings shall be dated, signed and delivered in the open court.

**ONESMUS N MAKAU**

**JUDGE**

