



**Alwang'a v Cedar Springs Limited (Employment and Labour Relations Cause  
1600 of 2016) [2025] KEELRC 2073 (KLR) (10 July 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2073 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
EMPLOYMENT AND LABOUR RELATIONS CAUSE 1600 OF 2016**

**HS WASILWA, J  
JULY 10, 2025**

**BETWEEN**

**REUBEN ONDELE ALWANG'A ..... CLAIMANT**

**AND**

**CEDAR SPRINGS LIMITED ..... RESPONDENT**

**JUDGMENT**

1. The Claimant instituted this claim vide a Memorandum of Claim dated 10<sup>th</sup> August 2016 and prays for judgment against the Respondents for: -
  - i. One month's salary in lieu of notice.
  - ii. Unpaid salary from March – August 2016.
  - iii. Underpayment of basic pay (from 2<sup>nd</sup> February- 3<sup>rd</sup> March).
  - iv. House allowance.
  - v. Compensation for unfair dismissal.
  - vi. Annual leave pay.
  - vii. General damages.
  - viii. Order for Respondent to issue appointment letter.
  - ix. Order for Respondent to issue certificate of service to Claimant.
  - x. Costs and interest.
  - xi. Any other remedies that this honourable court may deem just and expedient to grant.



### **Claimant's Case**

2. The Claimant avers that he was employed by the Respondent as a gardener on 2<sup>nd</sup> February 2012 until the Respondent wrongfully and unlawfully terminated his services on 3<sup>rd</sup> March 2016. The termination was communicated verbally and without the statutory minimum notice.
3. The Claimant avers that his employment was based on an oral contract of service between the parties and his monthly salary was Kshs. 9,500, particulars are highlighted by cheque deposits at Equity Bank Limited where he operates his account by the Respondent.
4. The Claimant avers that he was not issued with an appointment letter as required by law during the subsistence of his employment, however, he served the Respondent with loyalty and diligently.
5. It is the Claimant's case that during his service to the Respondent, he was underpaid, not granted house allowance and he contends that the Respondent should pay the balances of the underpayment.

### **Respondent's Case**

6. In opposition to the Claim, the Respondent filed a Statement of Defence dated 22<sup>nd</sup> January 2024.
7. The Respondent admitted that the Claimant was its employee but it avers that the Claimant was not a diligent and loyal employee as he was fired for cause when he was caught stealing gardening tools and a wheelbarrow.
8. The Respondent avers that the issue of unfair termination does not arise as the Claimant was summarily dismissed due to his untoward conduct of theft.
9. It is the Respondent's case that it bargained with the Claimant to quit work in exchange of criminal charges not being levied against him.
10. The Respondents avers that the Claim before this court is frivolous and abuse of the court process and should therefore be dismissed with costs.

### **Evidence in Court**

11. The Claimant (CW1) adopted his witness statement dated 10<sup>th</sup> August 2016 as his evidence in chief and produced his filed list of documents as his exhibits.

### **Claimant's Submissions**

12. The Claimant submitted that the Respondent did not substantiate the theft claims; there was no OB extract to show that the matter was reported to the police. Further, there was no single correspondence to show that the allegations by the Respondent indeed took place.
13. The Claimant submitted that it is trite law that he who alleges must prove. Section 107(1) of the [Evidence Act](#) provides that whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.
14. The Claimant submitted that he has proved that he was unfairly terminated thus he should be adequately compensated and be awarded what is due to him as by the law.
15. The Claimant submitted that the termination was not in compliance with the procedure set out under Section 41 and 45(5)(a) of the [Employment Act](#). The termination was unfair within the meaning of Section 45 of the Act.



16. The Claimant submitted that there is no iota of evidence of compliance of the guidelines under the Employment Act by the Respondent and hence the Claimant's claim should succeed.
17. This claim proceeded ex-parte when the respondent though served failed to present any evidence during the time scheduled for hearing.
18. The claimant testified that he was unfairly terminated without any valid reason and without process. There is no indication that this position was not correct since the claimant's case remained uncontroverted.
19. I find that the claimant has established his case against the respondents as prayed and I find for the claimant and award him according as follows:
  1. 1 month salary in lieu of notice = kshs 9,500/-
  2. 8 months salary as compensation for he unfair termination =  $8 \times 9,500/- =$  kshs 76,000/-
  3. Underpayment of salary as pleaded =  $kshs\ 10,954.70 - 9500 = 1454.70 \times 24$  months
  4. Rest of claim being time barred = kshs 34,913.
  5. Payment of house allowance as pleaded for 24 months' rent being time barred = 15% of  $10,954.70 \times 24 = 39,437$   
Total = kshs 159,850/-  
Less statutory deductions.
  6. The respondents will pay costs of this suit plus interest at court rates with effect from the date of this judgement

**DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 10<sup>TH</sup> DAY OF JULY 2025.**

**HELLEN WASILWA**

**JUDGE**

