



**Chemutai v Oasis Healthcare Group Limited (Cause E505 of 2023)
[2024] KEELRC 1651 (KLR) (25 June 2024) (Judgment)**

Neutral citation: [2024] KEELRC 1651 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E505 OF 2023
NZIOKI WA MAKAU, J
JUNE 25, 2024**

BETWEEN

BEATRICE CHEMUTAI CLAIMANT

AND

OASIS HEALTHCARE GROUP LIMITED RESPONDENT

JUDGMENT

1. The Claimant sued the Respondent seeking recompense for the alleged wrongful termination and she prays for salary arrears, unpaid locums and surgeries. She averred that she was employed by the Respondent as a medical doctor earning Kshs. 200,000/- a month. She averred that she worked for the Respondent continuously from 1st June 2022 till 23rd January 2023 when she quit her employment due to frustrations by the Respondent. She averred that despite the agreed salary being Kshs. 200,000/-, the Respondent paid the Claimant only Kshs. 180,000/- and whenever she asked about the balance she was given unending promises that never materialised. She averred that locums and surgeries were to be paid for differently and as at the time of her departure she was owed Kshs. 104,000/- for this. She thus sought the unpaid salary arrears amounting to Kshs. 140,000/- and the unpaid surgeries and locum amounting to Kshs. 104,000/- as well as costs of the suit plus interest on the sums claimed.
2. The matter proceeded as an undefended cause as the Respondent refused, failed and/or neglected to file any appearance or defence. The case was set for formal proof where the Claimant appeared and the Respondent was yet again absent despite service. She reiterated the contents of her claim and sought the reliefs as set out above.
3. The matter proceeded to submissions and she submitted that the cause of action herein arises out of unpaid Locums, surgeries and salary arrears owed to the Claimant by the Respondent. She submitted the Claim was served upon the Respondent who failed and/or ignored to enter appearance hence the matter proceeded as a Formal Proof on 8th May 2024. The Claimant submitted that she was employed the Respondent's offices based at Greenhouse Mall, Ngong Road and she was successful hence she



was posted at their Siaya Branch and the Employment was to commence 1st June 2022. The Claimant submits the terms of engagement were that she was to be paid Kshs. 200,000/- and that a Contract was to be prepared for parties to sign highlighting such issues. The Claimant submits she assumed her duties and expected the Respondent to do right by the verbal agreement but the Respondent instead resorted to intimidations, frustrations and lies that brought to the Claimant's attention that maybe they wanted her out of the hospital, just that they could not bring themselves around to tell her to her face.

4. The Claimant submits the frustrations lasted for almost a year and when the Claimant could not bear it anymore she decided to quit and while at it, they agreed that the pending dues were to be cleared. She asserts that was a hoax as well on the part of the Respondent. The Claimant remains unpaid to date, filed the current claim and the Respondent did not deem it necessary to dignify it with a response. The Claimant submits the agreed Salary for starters was Kshs. 200,000/- and that the sum paid for the months she worked with the Respondent was Kshs. 180,000/- since the balance was withheld inexplicably. The Claimant submits that the documents she produced in support of the claim demonstrate that the Respondent was, among other promises undertaking to rectify the same but this was not done. The Claimant submits that it is within her rights to demand for the balance of the unpaid salary arrears.
5. The Claimant submits that there was the issue of Locums and Surgeries which were to be paid independently as expressed at the commencement of the employment. The Claimant submits she toiled and legitimately expected to be paid these dues but the Respondent was non-committal and the promises made were never to materialize. The Claimant submits that after the demand letter, the Respondent even offered to pay the dues in instalments but reneged on that hence the claim for the amount Kshs. 104,000/-. She thus urged the grant of her prayers.
6. The Claimant was employed as a doctor at the Respondent's facility and was assigned a staff number – ODLS058 which appeared on her payslips. She however was not issued with a contract of employment. She was paid Kshs. 180,000/- and the whatsapp messages between her and Robert in Admin indicated that the salary was to be adjusted. He indicated after an enquiry on 26th August 2022 that the Respondent could have a cheque done for the difference. She then again on 18th November 2022 wrote complaining she was still being underpaid and that she was contemplating taking up the issue with Dr. Odhiambo. the next series of messages is in relation to the outstanding balance of Kshs. 104,000/- which was due for settlement within 30 days of her clearance on 27th January 2023.
7. The Claimant has proved that she was owed Kshs. 104,000/- as that is the only sum she claimed vide her payment reminder on 24th March 2023. There was no indication regarding the 140,000/- claimed. Indeed, after she complained about underpayment in August 2022, there was indication the sum would be settled by cheque. As such, the Claimant is entitled to entry of judgment in respect of the sum of Kshs. 104,000/-. She will have costs and interest as well.
8. In the final analysis I enter judgment for the Claimant against the Respondent for:-
 - a. Kshs. 104,000/- being unpaid arrears.
 - b. Costs of the suit.
 - c. Interest on the sum in (a) above at court rates from the date of judgment till payment in full.It is so ordered.

DATED AND DELIVERED AT NAIROBI THIS 25TH DAY OF JUNE 2024



NZIOKI WA MAKAU

JUDGE

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