



**Anyango v Kenfreight East Africa Limited (Cause E055 of 2022)  
[2024] KEELRC 2519 (KLR) (18 October 2024) (Judgment)**

Neutral citation: [2024] KEELRC 2519 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MOMBASA  
CAUSE E055 OF 2022  
AK NZEI, J  
OCTOBER 18, 2024**

**BETWEEN**

**DREDA ANYANGO ..... CLAIMANT**

**AND**

**KENFREIGHT EAST AFRICA LIMITED ..... RESPONDENT**

**JUDGMENT**

1. The Claimant sued the Respondent vide a Memorandum of Claim dated 24<sup>th</sup> June 2022 and filed in court on 27<sup>th</sup> June 2022, and sought the following reliefs:-
  - a. Severance pay (1990 to 1994).....Kshs.321,063/=.
  - b. Transport allowance from 1<sup>st</sup> July 2013 to 18<sup>th</sup> March 2022 @ Kshs.28,000/= per month.....Kshs.2,940,000/=.
  - c. General damages for discrimination .....Kshs.1,000,000/=.
  - d. 12 months' pay as damages for unfair termination .....Kshs.1,395,096/=.
  - e. Refund of NSSF contributions and interest .....Kshs.2,975/=.
  - f. Exemplary and punitive general damages for unfair labour practice and acting with impunity.
  - g. Certificates of Service.
  - h. Costs of the suit.
  - i. Interest on the sums claimed as from 18<sup>th</sup> March 2022 (the date of termination).
  - j. Any further or other orders as the court may deem just and appropriate.
2. The Claimant pleaded:-



- a. That the Claimant was on 20<sup>th</sup> April 1990 employed by the Respondent as a Copy Typist at its Mombasa office through the Respondent's Associate Company, Oceanfreight Shipping Company Limited.
  - b. That after working for 4 years, the Claimant's employment was unilaterally transferred to the Respondent Company with effect from 1<sup>st</sup> November 1994 as a Secretary.
  - c. That the Claimant worked for the Respondent Company for 30 years and rose through the ranks gradually, reaching the position of Human Resource Manager.
  - d. That on 11<sup>th</sup> February 2022, the Respondent served the Claimant with a notice of intended termination of the Claimant's employment on account of redundancy. That the letter gave a 30 days' notice with effect from 14<sup>th</sup> February 2022 and stated that parties would use the 30 days' notice period to explore alternative approaches to avoid the intended redundancy and that in the event the redundancy occurred, the Claimant would be paid all her redundancy dues.
  - e. That in carrying out the redundancy process, the Respondent failed to observe the principles laid out in Section 40 of the Employment Act, and in particular:-
    - i. The office/job (held by the Claimant) that was purportedly being declared redundant was not abolished, but was handed over to someone else.
    - ii. No regard was given to the Claimant's seniority in time as against other employees.
    - iii. There was no consideration of the Claimant's skill, ability and reliability.
    - iv. The Claimant's role was handed over to a junior officer with much less experience on the job, to handle the Claimant's responsibilities.
    - v. Failure to pay the requisite redundancy dues to the Claimant.
    - f. That the Claimant's redundancy process was shrouded in secrecy and the Claimant's views were not sought. That the process was only conducted for the purpose of removing persons who the Respondent felt it wanted out of the Company, without any basis in law or fact.
    - g. That on 8<sup>th</sup> March 2022, the Respondent issued a letter purporting to terminate the Claimant's employment with effect from 18<sup>th</sup> March 2022, and setting out redundancy dues which it intended to pay to the Claimant.
    - h. That in calculating terminal dues, the Respondent omitted the first 4 years of working under the guise that it was for a different entity, yet the decision to transfer the Claimant's Employment was unilaterally done by the Respondent and its sister company, thus failing to make full remittance of the Claimant's dues upon termination of her employment.
3. The Claimant further pleaded that she was, during the course of her employment, subjected to discrimination and unfair labour practices by the Respondent by:-
- a. Failing to provide a company car or car allowance to the Claimant during her spell as a management job group employee despite doing the same to other employees within her job group.
    - i. Assigning duties and tasks (that were) to be performed by the Claimant to her Junior, thereby instigating insubordination by the Claimant's assistant.



- ii. Subjecting the Claimant to embarrassment and chagrin from other staff members due to the Respondent's foregoing actions.
  - b. That during the Claimant's employment, the Respondent deducted NSSF contributions but failed to remit some of the contributions, amounting to Kshs.2,975.
  - c. That the Respondent failed to issue the Claimant with a Certificate of Service regarding the years of employment.
  - d. That the Respondent's actions amounted to unfair labour practice contrary to Sections 20, 28, 40, 41, 45 and 92 of the Employment Act and Article 41 of the Constitution of Kenya 2010.
4. Documents filed alongside the Claimant's Memorandum of Claim included the Claimant's written Witness Statement and a list of documents dated 24<sup>th</sup> June 2022, listing 11 documents. The listed documents included an offer of employment dated 20<sup>th</sup> April 1990, offer of employment dated 31/10/1994, the Claimant's payslip for February 2022, email correspondence between the Claimant and the Respondent between 1/4/2021 and 28/1/2022, letters dated 19/11/2021 from the Respondent, letter dated 22/2/2022 from the Respondent, notice of intended redundancy dated 11/2/2022 from the Respondent to the Claimant, letter of termination on account of redundancy dated 18/3/2022 from the Respondent to the Claimant, letter dated 14/4/2022 from the Claimant's Advocates to the Respondent, letter dated 22/4/2022 from the Respondent to the Claimant's Advocates and provisional member statement of account from January 1990 to 1/3/2022 (NSSF).
5. The Respondent entered appearance on 2/8/2022 and subsequently filed response to the Claimant's claim, stating:-
- a. That Oceanfreight Company Limited is a separate and distinct entity from the Respondent, and that the Claimant started working for the Respondent on 1/11/1994 as a Secretary.
  - b. That the Respondent is a freight and logistics Company that provides Oceanfreight, airfreight, road transport, special freight solutions (such as for temperature controlled cargo) and logistics related to the oil and gas industry within East Africa region.
  - c. That due to financial losses between the years 2016 and 2021 and economic hardships (which are detailed in the Respondent's Statement of Response), and which the Respondent attributed to factors such as a government directive on compulsory haulage of cargo via the Standard Gauge Railway (SGR), increase in fuel costs and COVID 19 among others, the Respondent initiated several changes which included improving internal controls and processes and adopting a lean management (among other pleaded measures).
  - d. That it became necessary to conduct a redundancy exercise that would involve closing of loss making departments and optimization of operational and administrative structures. That the Respondent envisaged that 50% of its staff would be affected.
  - e. That the Respondent notified the Claimant of the impending redundancy situation through a letter dated 11/2/2022 and received by the Respondent on 14/2/2022. That vide the said letter, the Claimant was informed of the terminal dues that would be paid to her by the Respondent in the event of her being declared redundant.
  - f. That the Claimant was also informed that her years of service would be calculated with effect from 1/11/1994, and that she would be issued with a Certificate of Service for the period worked.



- g. That the Respondent terminated the claimant's employment vide a letter dated 18/3/2022 and paid her Kshs.2,580,869/=, being terminal dues made up of:-
- i. Salary up to 19/3/2022.....Kshs.68,799/=.
  - ii. Two months' pay in lieu of notice .....Kshs.232,516/=.
  - iii. Earned but unutilized leave....Kshs.32,111/=.
  - iv. Severance pay for 21 days for each year worked ..... Kshs.2,247,442/=.
- h. That the Respondent carried out the redundancy exercise in full compliance with Section 40 of the Employment Act 2007 and without breach thereof.
- i. That the Claimant applied for employment at the Respondent Company on 27/10/1994, and therefore the Respondent could not account for the 4 years during which the Claimant was employed by a different company.
- j. That regarding the allegations of discrimination, it was not a term of the Claimant's Contract that the Claimant would be provided with a Company car or car allowance. That the nature of the Claimant's duties and responsibilities did not entail field work but administrative work in the office, hence she did not qualify to be assigned a travel allowance.
- k. That the Claimant did not specify the months for which the Respondent allegedly failed to remit NSSF contributions.
- l. That the claim for terminal dues was denied by the Respondent. That the Claimant did not work for the Respondent between 1990 and 1994, as she joined the Respondent on 1/11/1994. That staff in Job Group H and I had their commuter allowance adjusted in February 2022 to Kshs.4,000/= per month and the Claimant, being in Job Group I, was paid a total of Kshs.28,000/= in arrears. That there was no basis for general damages as discrimination was denied, and that the Claimant was legally declared redundant.
6. Documents filed alongside the Respondent's Statement of Response included a list and bundle of documents dated 16/8/2022. The listed documents included the Claimant's job application letter dated 27/10/1994, Claimant's offer of employment dated 31/10/1994, Letters dated 10/2/2022 to the Labour Office Mombasa and Nairobi, notice of intended redundancy addressed to the Claimant, letter dated 18/3/2022 terminating the Claimant's employment on account of redundancy, letter dated 22/2/2022 on leave and commuter allowance, transaction details on Claimant's final dues, the Claimant's payslip for February 2022, emails dated 7/5/2022 and 21/5/2022 advising the Claimant to collect her Certificate of Service, letter dated 14/4/2022 from the Claimant's Advocates and a letter dated 22/4/2022 from the Respondent to the Claimant's Advocates.
7. The Respondent also filed Witness Statements of Esther Muli dated 17/8/2022 and Charity Ngetich dated 21/9/2023. Further, the Respondent filed a Supplementary list and bundle of documents dated 21/9/2023. The listed documents were a letter dated 8/3/2022 from the Respondent's Group Managing Director to the Mombasa County Labour Office, Respondent's letter dated 9/5/2022 to the Kenya Long Distance Truck Drivers and Allied Workers Union, Respondent's Human Resource & Administration Policy Manual 2015, a table showing the comparison of the Respondent's Heads of Department earning car allowances for the period between 2013 and 2022; the Respondent's NSSF remittances for employees from 1994 to 2001 and the Claimant's Certificate of Service.



8. When the suit first came up for hearing on 1/2/2023, I referred the same to the County Labour Officer Mombasa for conciliation. Both parties informed the court on 1/3/2023 that they had appeared before the said conciliator on 24/2/2023 and had ironed out some issues. After the conciliator filed his report in court, however, the Respondent disagreed with the Conciliator's recommendations save for issuance of a Certificate of Service, and insisted that the matter goes for trial before the court. Trial opened before me on 23<sup>rd</sup> January 2024.
9. The claimant adopted her filed Witness Statement as her testimony and produced in evidence the documents referred to in paragraph 4 of this Judgment; save for the document's/letters listed as item No. 5 on the Claimant's list of documents. The Respondent objected to production of those letters in evidence by the Claimant, being letters addressed to third parties and authored by a person other than the Claimant. The objection was upheld by the Court.
10. The Claimant further testified that there was no proper redundancy as the post that she held at the Respondent Company, the post of a Human Resource Manager, still exists and someone else occupies it. That the Respondent did not consider the Claimant's seniority in time, experience, and that the post, (office) that she held was not abolished. That the Claimant handed over to her Assistant, and that her ability was not considered.
11. The Claimant further testified that she was the only person in the entire company who was not getting a Commuter Allowance, and was the only Manager without a car or Commuter Allowance. That this was discrimination and that she raised the issue with the Group Human Resource Manager, the General Manager and the Group Chief Executive Officer, both verbally and in writing, but nothing was done about the matter. That all the other Managers in her job group (Job Group I), including her Assistant, were getting the Car Allowance. The Claimant further testified that her NSSF statement had gaps for February and October 2000 and January to April 2001.
12. Cross examined, the Claimant testified that according to the letter dated 20<sup>th</sup> April 1990, her employer was Oceanfreight Shipping Company Limited. That she wrote a letter dated 27<sup>th</sup> October 1994 and was on 31<sup>st</sup> October 1994 offered employment by the Respondent. That she started working for the Respondent on 1<sup>st</sup> November 1994. It was the Claimant's evidence:-
  - a. That as at 2015, she was working as the Respondent's Human Resource Manager and was involved in the formulation of the Respondent's Human Resource Policy, whose Clause No. 5 (Pages 16-17) was on car and fuel allowances.
  - b. That the Claimant's work was mainly in the office and only went out to the field when there was a court attendance or there was a person hospitalised. That she went out to the field about 20 times per year.
  - c. That the Claimant wrote an email dated 26<sup>th</sup> November 2021, and stated that she needed a vehicle because she walked long distances and felt demoralised when other employees dropped her at work. That in the email dated 13<sup>th</sup> February 2021, she mentioned the IT Manager who had been given the allowance. That she also mentioned the Imports Manager who never used to go to the port. That the Finance Manager also received the allowance and he never used to go out of the office.
  - d. That according to the HR Manual, the car allowance was required for performance of the Company's work.
  - e. That the Claimant's contract did not state that she was entitled to a car allowance.



- f. That in July 2021, the Claimant was awarded Commuter Allowance and was paid in arrears in February 2022. That according to the Respondent's letter dated 22<sup>nd</sup> February 2022, Staff in Job Group H and I were given Kshs.4,000/= Commuter Allowance, and the Claimant was paid Kshs.28,000/= in arrears. That the said amount is reflected in the Claimant's February 2022 payslip.
  - g. That the Respondent Company was making losses, although the Claimant did not know when the loss making begun. That Truck Drivers and other staff, whose number the claimant did not know, were declared redundant. That some staff left in 2019 while others left in 2021.
  - h. That the Claimant received a redundancy notice on 14<sup>th</sup> February 2022, giving her a one month notice. That the notice itemized terminal dues payable to the Claimant. That the terminal dues were also itemized in the (termination letter dated 18<sup>th</sup> March 2022, and were paid.
  - i. That documents exhibited by the Respondent showed that all the Claimant's NSSF contribution's had been remitted.
  - j. That the Claimant's position and duties were handed over to her Assistant, John Maina, even before the Claimant left employment. That on 7<sup>th</sup> May 2022, two months after the claimant had left employment, the said person wrote an email to the Claimant as AHR (Assistant Human Resource), asking the Claimant to collect her Certificate of Service.
  - k. That the Claimant's Certificate of Service was issued 3 to 4 months after she had left employment, and after she had requested for it.
13. Re-examined, the Claimant testified that Company vehicles were for both personal and official use, and she referred to Page 17 of the Respondent's Human Resource Policy. That there were employees who did not require a car for official purposes but were still granted the car allowance. That this was clear from the list of employees to whom the car allowance was paid. That all Managers were in the Claimant's Job Group and they received the car allowance. She named them, and the amounts they were being paid as car allowance as follows:-
- i. David Otieno (IT Manager) .....Kshs.30,000/=.
  - ii. Bernard (Group Human Resource Manager) ...Kshs.64,500/=.
  - iii. Levi Kimathi (Finance Manager) .....Kshs.64,500/=.
  - iv. Musa Mwanyumba (Finance Controller) .....Kshs.64,500/.
14. That before the Claimant was awarded commuter allowance of Kshs.4,000/= (in July 2021), she was not earning any. That all those in the table where her name appeared (for payment of the commuter allowance) were in Job Group H. That she was the only one in Job Group I who had been put in that category.
15. The Respondent called one witness, John Maina (RW-1), who adopted his filed witness statement dated 8<sup>th</sup> January 2024 as his testimony and produced in evidence the Respondent's documents referred to in paragraphs 6 and 7 of this Judgment, Cross examined, RW-1 testified:-
- a. That he was working as the Human Resource Co-ordinator, and that the duties he performed were different from those that the Claimant used to perform. That the duties that the Claimant used to perform were being performed by the Group Human Resource and Administration Manager.



- b. That RW-1 would not know whether the concept of last in first out had been followed.
  - c. That those entitled to fuel Allowance were the Managers (Job group “I”), depending on the nature of one’s operations and how they had negotiated their respective contracts with the employer; which are confidential.
  - d. That those in Job Groups A-H would earn commuter allowance.
  - e. That Managers, except heads of departments, earned car allowance and fuel allowance.
16. Re-examined, RW-1 testified that the Claimant was not the only one in Job Groups “H” and “I” who was not receiving the commuter and transport allowance; others being Assistant Manager Petroleum Logistics, Head of Operations, Commercial Manager and Container Tracking Manager.
17. I have looked at the Respondent’s Human Resource and Administration Policy Manual [2015], which the Respondent produced in evidence. The Claimant admitted in evidence to having participated in the formulation of the said document. Clause 2 of the said document provides that Managers and executive Secretaries (including Line Managers) were in Job Group “I”.
18. Clause 5(b) of the said policy document, titled Fuel allowance, provides.
- “Employees who have been allocated Company vehicles for official and personal use and those who use their personal vehicles on company business shall be provided with fuel cards with limits . . .”
19. I have not seen anything in the aforesaid policy document indicating that a particular cadre of employees or persons in particular Job Groups would be allocated company vehicles or be paid car allowance or fuel allowance.
20. Having considered the pleadings filed by both parties and evidence adduced thereon, issues that fall for determination, in my view, are as follows:-
- a. Whether the Claimant was employed by the Respondent in 1990.
  - b. Whether the Respondent was discriminated against during the period of employment by the Respondent.
  - c. Whether the Claimant’s employment was unfairly terminated.
  - d. Whether the Claimant is entitled to the reliefs sought.
21. On the first issue, the Claimant stated in her evidence (under Cross-examination) that she was employed by the Respondent on 1<sup>st</sup> November 1994. Evidence adduced by both parties clearly demonstrated that the claimant was on 20<sup>th</sup> April 1990 offered employment to work as a copy typist in a company known as Oceanfreight Shipping Company Limited, which she accepted on 21<sup>st</sup> April 1990. That vide a letter dated 27<sup>th</sup> October 1994, the Claimant applied for Employment with the Respondent Company herein, and was employed as a secretary vide a letter of employment dated 31<sup>st</sup> October 1994. The Claimant confirmed acceptance of the said employment on 1<sup>st</sup> November 1994 by signing the said letter. It is, therefore, my finding that the Claimant was not employed by the Respondent in 1990.
22. On the second issue, whereas the Claimant pleaded and testified that she rose through the ranks from the position of a secretary to the position of a Human Resource Manager in the Respondent Company, she only produced in evidence the initial letter of employment (as a secretary) and did not present any



evidence regarding any variation in her terms and conditions of service as she went up the corporate ladder. In particular, she did not address the issue of her terms and conditions of service when she worked as the Respondent's Human Resource Manager.

23. The Claimant did not demonstrate that as the Human Resource Manager, she was entitled to either a company car, a car allowance or fuel allowance. The allegation that other Managers in her job group earned those allowances cannot be the basis of alleging discrimination, as it was not demonstrated by her that all Managers at job group "I" had signed identical contracts of employment with similar terms, conditions, responsibilities and benefits. It was the Respondent's (RW-1's) evidence that it depended on how one negotiated his contract.
24. Payment of car allowance and fuel allowance were not shown by the Claimant to have been part of her employment contract or a universal benefit under the Respondent's policy to which all Managers in job group "I" were entitled. The allegation of discrimination was not proved, and the claim based on that allegation is declined.
25. On the third issue, it was a common ground that the Claimant's employment was terminated by the Respondent on 18<sup>th</sup> March 2022 on account of redundancy. Section 40(1) of the [Employment Act](#) provides as follows:-

- “(1) An employer shall not terminate a contract of service on account of redundancy unless the employer complies with the following conditions:-
- a. Where the employee is a member of a Trade Union, the employer notifies the union to which the employee is a member and the labour officer in charge of the area where employee is employed of the reason for, and the extend of, the intended redundancy not less than a month prior to the date of the intended termination on account of redundancy.
  - b. Where the employee is not a member of a trade union, the employer notifies the employee personally in writing and the labour officer.
  - c. The employer has, in the selection of employees to be declared redundant, had due regard to seniority in time and to the skill, ability and reliability of each employee of the particular class of employees affected by the redundancy.
  - d. Where there is in existence a collective agreement between the employer and trade union setting out termination benefits on redundancy, the employer has not placed the employee at a disadvantage for being or not being a member of the trade union.
  - e. The employer has, where leave is due to an employee who is declared redundant, paid off the leave in cash.
  - f. The employer has paid an employee declared redundant not less than one month's notice or one month's pay in lieu of notice, and



- g. The employer has paid to an employee declared redundant severance pay at the rate of not less than fifteen days pay for each completed year of service.
26. The foregoing provisions of the statute are couched in mandatory terms, and are worded in a way that an employer declaring an employee or employees redundant must comply with all the conditions set out therein, save for clauses (a) and (b) thereof as the employer will comply with either of them depending on whether or not the employee declared redundant is unionised. In the present case the Claimant, who was a Manager, was not shown to have been unionised. Notice was served on her on 14<sup>th</sup> February 2022 pursuant to Section 40(1)(b).
27. Whereas the Respondent demonstrated compliance with Section 40(1)(e), (f) and (g) of the Employment Act, compliance with Section 40(1)(c) was not demonstrated. The Respondent did not demonstrate that in declaring the Claimant redundant, regard was had to the Claimant's seniority in time and skill in her area (field) of work, and reliability. Indeed, the Claimant testified that on being declared redundant, she handed over to her Assistant, a Mr. John Maina. This was not rebutted by the Respondent. It was demonstrated by the Claimant that in May 2022, about 2 months after termination of her employment on account of redundancy, her said Assistant was writing letters to the Claimant in the same capacity, that of Assistant HR.
28. Although the Respondent (RW-1) testified that the Claimant's duties/responsibilities were transferred to the Respondent's Group Human Resource manager, the court was not told when this happened, and RW-1 did not tell the court why he was still working as an Assistant HR (Human Resource Manager) two months after the Human Resource Manager (the Claimant) had been declared redundant and her employment terminated on that account.
29. On the foregoing basis, I do agree with the Claimant that her position in the Respondent company was not abolished upon her being declared redundant. Further, the Respondent did not demonstrate how it settled on the Claimant for redundancy and not her said HR Assistant or any other employee in the Human Resource Department, including the Group Human Resource Manager.
30. Failure by the Respondent to comply with Section 40(1)(e) rendered termination of the Claimant's employment procedurally unfair, and I so find and hold. It was held as follows in the case of Francis Maina Kamau v Lee Construction [2014] eKLR:-
- “Where an employee is declared redundant, the conditions set out in Section 40 of the Employment Act must be observed, and where the employer fails to do so, the termination becomes unfair termination within the meaning of Sections 45 of the Employment Act.”
31. Having made a finding that termination of the Claimant's employment was unfair, I award the Claimant an equivalent of six months' salary being compensation for unfair termination of employment. It was a common ground that the Claimant's monthly salary was Kshs.116,258/=. The equivalent of six months' salary is  $Kshs.116,258 \times 6 = Kshs.697,548/=$ , which I award to the Claimant. I have taken into account the number of years that the Claimant worked for the Respondent and the manner and the circumstances in which her employment was terminated.
32. The Claim for Kshs.321,063/= being severance pay for the period 1990 to 1994 is declined in view of my findings in this Judgment that the Claimant was not employed by the Respondent in 1990, but was employed on 1<sup>st</sup> November 1994.



33. The Claim for Kshs.2,940,000/= being transport allowance for the period July 2013 to 18<sup>th</sup> March 2022 is declined. As already stated in this Judgement, the Claimant did not demonstrate that she was entitled to that kind of an allowance, either on the basis of her employment contract or on the basis of the Respondent's Policy. Indeed, the Claimant testified that commuter allowance became payable to her with effect from July 2021, and that payment was made to her in February 2022 in arrears. A claim of this nature is in the category of special damages and must be strictly proved. The Claimant did not do so.
34. The Claim for Kshs.1,000,000/= being general damages for discrimination is declined, as discrimination was not proved by the Claimant. I have already made a finding in that regard. As stated by the Supreme Court in the case of Samson Gwer and 5 others v Kenya Medical Research Institute and 3 others [2020] eKLR:-
- “In the foregoing context, it is clear to us that the petitioners, in the instant case, bore the overriding obligation to lay substantial material before the court, in discharge of the evidential burden establishing their treatment at the hands of the 1<sup>st</sup> Respondent as unconstitutional. Only with this threshold transcended would the burden fall to the 1<sup>st</sup> Respondent to prove the contrary . . . it is clear to us that, by no means, did the burden of proof shift to the 1<sup>st</sup> Respondent . . .”
35. The Claimant did not lay any material, substantial or otherwise, before this court in discharge of the evidential burden establishing the alleged discrimination. No material was placed before this court to enable it to make a determination on the alleged discrimination.
36. The prayer for issuance of a Certificate of Service is declined, the Claimant having stated in evidence that a Certificate of Service was issued to her by the Respondent, though months after termination of her employment on account of redundancy.
37. In sum, and having considered written submissions filed on behalf of both parties herein, Judgment is hereby entered for the Claimant against the Respondent for Kshs.697,548/= being compensation for unfair termination of employment. The awarded sum shall be subject to statutory deductions pursuant to Section 49(2) of the *Employment Act*.
38. The Claimant is awarded costs of the suit and interest. Interest shall be calculated at court rates from the date of this Judgment.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 18TH DAY OF OCTOBER 2024**

**AGNES KITIKU NZEI**

**JUDGE**

**ORDER**

This Judgement has been delivered via Microsoft Teams Online Platform. A signed copy will be availed to each party upon payment of the applicable Court fees.

**AGNES KITIKU NZEI**

**JUDGE**

Appearance:

.....Claimant

.....Respondent



DRAFT

