



**Said v Bliss Healthcare Ltd (Cause E513 of 2022)
[2024] KEELRC 13276 (KLR) (28 November 2024) (Judgment)**

Neutral citation: [2024] KEELRC 13276 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E513 OF 2022
BOM MANANI, J
NOVEMBER 28, 2024**

BETWEEN

DR ILIYIN MOHAMED SAID CLAIMANT

AND

BLISS HEALTHCARE LTD RESPONDENT

JUDGMENT

Introduction

1. The instant action challenges the Respondent’s decision to terminate the employment contract between the parties. According to the Claimant, the Respondent terminated the contract without lawful cause. On the other hand, the Respondent contends that the contract came to a close on its sunset date after it was not renewed.

Claimant’s Case

2. The Claimant avers that the Respondent engaged her services as a medical practitioner for a period of two years as from 7th October 2019. She further contends that the contract provided for its automatic renewal at the end of the contractual term.
3. The Claimant contends that on 20th September 2021, she applied for maternity leave but the Respondent declined to grant the request. She avers that she renewed this request on 23rd September 2021 when she was asked to provide supporting notes from her doctor.
4. The Claimant contends that as she was pursuing this matter, the Respondent issued her with a letter dated 6th October 2021 informing her that her services had been terminated. She avers that the decision to terminate her contract was without notice to her.



5. The Claimant further contends that the decision to terminate her services was in violation of the law. She also accuses the Respondent of withholding her terminal dues.

Respondent's Case

6. In response, the Respondent avers that the parties had a two year fixed term contract whose commencement date was 7th October 2019. According to the Respondent, this contract was to run up to 7th October 2021.
7. The Respondent contends that although the contract had a renewal clause, it (the Respondent) reserved the right not to renew it (the contract). The Respondent avers that on 6th October 2021, it notified the Claimant that it will not renew the contract once it came to a close on 7th October 2021. As such, the contract terminated through effluxion of time.

Issues for Determination

8. In my view, this action raises two issues for determination. These are:-
 - a. Whether the contract between the parties was unlawfully terminated or lapsed through effluxion of time.
 - b. Whether the Claimant is entitled to the reliefs which she seeks through this action.

Analysis

9. Clause 1 of the contract of service between the parties provides as follows:-

“This agreement and the employee’s employment hereunder is for a period of two years and shall commence on 7th October 2019 the effective date and is subject to an automatic renewal at the expiry of two (2) years from the effective date unless otherwise advised or terminated in accordance with the provisions of this contract of employment.” Emphasis added through underlining.
10. The above clause fixed the Claimant’s term of service to two years from 7th October 2019. It further provided that the contract would be renewed automatically unless otherwise advised.
11. The parties agree that the contract was to terminate at the close of 6th October 2021. On this date, the Respondent wrote to the Claimant intimating its decision not to renew the contract.
12. In my view and by this letter, the Respondent advised the Claimant that it will not renew the contract. This intimation satisfied the requirement of the aforesaid clause. The Respondent having exercised the option of notifying the Claimant of its intention not to renew the contract after its sunset date, the said contract was not automatically renewed after this date.
13. As such, the contract between the parties was not unlawfully terminated. It (the contract) came to a close through effluxion of time after the Respondent communicated its decision not to extend it.
14. Case law has settled the fact that a fixed term contract closes on its sunset date unless it is expressly or impliedly renewed by the parties to it. As such, an employee serving under this kind of contract is not entitled to be given reasons for the contract’s non-renewal (see *Amatsi Water Services Company Limited v Francis Shire Chachi* [2018] eKLR and *Mbatia v Kirinyaga Water & Sanitation Company (KIRIWASCO)*) (Employment and Labour Relations Cause 851 of 2022) [2023] KEELRC 3364 (KLR) (14 December 2023) (Judgment)).



15. The next question for determination relates to the reliefs sought by the Claimant. Having found that the contract of service between the parties lawfully terminated through effluxion of time, I decline to grant prayers numbers I, III, V and VI in the Statement of Claim. However, I direct the Respondent to pay the Claimant her exit dues in terms of its (the Respondent's) letter to her dated 6th October 2021.

Determination

16. The upshot is that the Claimant's case against the Respondent is devoid of merit.
17. As such, the suit is dismissed with costs to the Respondent.
18. However, the Respondent is directed to pay the Claimant her exit dues in terms of its letter to her dated 6th October 2021.

DATED, SIGNED AND DELIVERED ON THE 28TH DAY OF NOVEMBER, 2024

B. O. M. MANANI

JUDGE

In the presence of:

..... for the Claimant

.....for the Respondent

ORDER

In light of the directions issued on 12th July 2022 by her Ladyship, the Chief Justice with respect to online court proceedings, this decision has been delivered to the parties online with their consent, the parties 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.

B. O. M MANANI

