Yulu v Care International in Kenya (Employment and Labour Relations Cause E076 of 2022) [2024] KEELRC 2815 (KLR) (14 November 2024) (Judgment)

Neutral citation: [2024] KEELRC 2815 (KLR)

REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI

EMPLOYMENT AND LABOUR RELATIONS CAUSE E076 OF 2022

K OCHARO, J

NOVEMBER 14, 2024

BETWEEN

JANE MWIKALI YULU ..... CLAIMANT

AND

CARE INTERNATIONAL IN KENYA ..... RESPONDENT

JUDGMENT

Introduction

1. By Memorandum of Claim dated 4th February 2022, the Claimant sued the Respondent seeking the following reliefs;

    a) A declaration that the redundancy was unfair.

    b) General damages for unfair termination.

    c) General damages for mental anguish and suffering.

    d) One (1) month salary in lieu of notice.

    e) Costs of the cause and interest on the above.

2. The Respondent resisted the Claimant's claim through a Memorandum of Defence dated 13th April 2022. It admitted that the Claimant was its employee who was lawfully declared redundant and was paid all her dues.

Claimant's case

3. The Claimant stated that she was first employed by the Respondent on 1st December 2017 as a Procurement Coordinator based in Daadab. Her employment contract was later revised to a one-year

contract which was scheduled to end on 30th June 2020, with the possibility of extension subject to the availability of funds.

4. On 7th January 2020 the Claimant took leave from work and was to resume on 20th February 2020. While on leave it dawned on her that the Respondent had on the 2nd February 2020, advertised and invited applications for the position of Procurement and Administration Manager. The role for the advertised position was almost similar to that of her position.

5. The Claimant was unable to report to work on 20th February 2020 as was intended, as there were some technical challenges with the flight that she was to use back to work. She couldn't use road transport due to insecurity incidents between Garissa and Dadaab. This notwithstanding, on 22nd February 2020, the Human Resource coordinator called her expressing that she needed to report back urgently and, as such, requested her to use public transport. She however declined to use public transport due to the insecurity incidences and also the Respondent's security procedures and policy which prohibited the use of public transport by staff.

6. She eventually reported to work on 28th February 2020, when the Respondent organized road transportation for its staff who were stranded in Nairobi. She approached the HR office on 29th February 2020 where she was informed that though there was a letter addressed to her, the same couldn't be released as her supervisor was on leave. The same could only be accessed after the supervisor resumed duty.

7. On 12th March 2020 the Claimant was asked to attend a meeting that was to take place at 2 pm on the same day. She was not informed about the agenda of the meeting only to be notified in the meeting that her position had been declared redundant following restructuring in the organization due to reduced funding. She was then given a 30-day termination notice, effective 13th March 2020 to 12th April 2020, and informed of her benefits. She further states that during the meeting, she was given a chance to ask questions but she did not have any.

8. On 27th March 2020, the HR coordinator informed the Claimant that there would be a restriction of movement from 30th March 2020 due to the Coronavirus, as per a memo issued by UNHCR which managed access to the Respondent's compound, a memo which hadn't been served on her.

9. The Claimant further states that she was asked to leave the Respondent's compound on 28th March 2020, which was less than a 24-hour notice. She requested more time from the Human Resource Manager and her supervisor, who informed her that though a transportation bus had been scheduled for 28th March 2020, it was to be rescheduled to 29th March 2020. She tried to reach her supervisor on the said date to no avail, after which she decided to do a handover and leave for Nairobi.

10. The Claimant additionally states that the Respondent paid her all her dues.

11. Cross-examined by Counsel for the Respondent, the Claimant stated that she was stationed at Daadab Refugee Camp. She was handling procurement matters for the camp. The camp was owned by UNCHCR.

12. The Claimant testified further that; the supervisor for the person who was to be appointed to the new role was to be the Assistant Country Director programmes; her supervisor was Director of Refugee Operations; the station for the new role was to be Nairobi, while her station was Daadab; her role was under Grade 4, while the new role was to be under Grade H, which was a higher Grade; and the scope of the new role was larger.

13. The Claimant reiterated that the new role was similar to that of hers. It could have been given a different description but the tasks remained the same. However, she admitted that in her role she wasn't handling Asset Control and Management, Logistic Management, and Fleet Management.

14. She handled some of these tasks when she was stationed in Sudan. The Respondent could have given her a chance to serve in the new position, or further, they could have made the position competitive by not advertising the same when she was on leave. The last date for applications for the new role was set as 28th February 2020, leaving her without an adequate opportunity to apply.

15. She had a meeting on 12th March 2020 with her line manager and the Human Resource Manager. In the meeting she was informed of the redundancy situation and why it was happening. Further, the redundancy was to take effect 30 days from the date of the meeting.

16. At around 20th March 2020, the COVID-19 pandemic was ravaging the globe. It was therefore necessary for UNCHR to put in place safety mechanisms.

17. In her evidence in re-examination, the Claimant stated that the Respondent decided that her role was to be declared redundant and an advertisement was put up for the new role, without informing her. Had she been informed, she could have applied for the new role. She was qualified for the new role.

Respondent's case

18. The Respondent presented one witness, Edna Indimuli, its Human Resources Manager to present its case. The witness stated that the Claimant was the Respondent's employee since December 2017. The Claimant worked as a Procurement Coordinator on an open-ended contract which was later converted to a one-year fixed term contract which was to run from 1st July 2019 to 30th June 2020.

19. On 11th June 2019, the Respondent held a meeting with all staff members explaining inter alia that, in light of the funding available, it was left with no option but to convert all open-ended employment contracts and term contracts for periods over one year, to one-year fixed term contracts. The Claimant agreed to these terms and subsequently a one-year fixed-term contract was issued to her.

20. Due to a funding shortage in 2020, there was a need for the Respondent to carry out a restructure of its operations in Kenya. The Respondent took into consideration that a more senior position covering both Administration and Procurement was required at the Country level. The new position was to be based in Nairobi and cover all the Respondent's offices not just one program or project like Refugee Assistant Program based in Daadab. The Respondent decided that it couldn't afford to have the position of Procurement Coordinator -Daadab as well as the position of Procurement & Administration Manager -Kenya at the same time due to funding shortage. As such, it became likely that the Claimant's position would be impacted by the intended restructure.

21. The Respondent had organised a meeting in February 2020 to inform the Claimant of the intended restructure. However, the Claimant was in Nairobi on leave and could not travel back after the leave due to frequent flight cancellations by ECHO Flight Services. When the roads were declared safe for travel by the United Nations Department for Safety and Security (UNDSS) on 19th February 2020, the Respondent organized road transportation for its staff from Nairobi.

22. On her return, the Respondent scheduled a meeting with her on 12th March 2020. At the meeting, she was informed of the intended restructuring and the impact it was likely to have on her position. She was given a one-month notice period from 12th March 2020 to 12th April 2020. A notice was also issued to the County Labour Officer at Garissa. The Claimant didn't express any protest regarding the intended termination of her employment on redundancy.

23. The restructuring was done to ensure the viability of operations in light of the reduced funding. The Program &Administration Manager position was a senior role that required a person with experience in procurement, fleet management, and logistics and asset management. The Claimant did not possess qualifications for the new position and could not be considered for the senior position.

24. The Claimant despite being aware of the advertised role, did not apply for the position for the Respondent's consideration. Her assertion that she wasn't, isn't true.

25. The Claimant was required to serve her one-month notice period in Daadab (up to 12th April 2020) as per the terms of her contract but her early departure from Daadab was necessitated by the onset of the COVID-19 pandemic in Kenya in March 2020 and the stringent travel restrictions imposed by the United Nations Agencies in the region. Travel by road was banned from 30th March 2020 by UNHCR and all staff members were notified on 27th March 2020. Given that the length of the ban was unknown and the Respondent would not have been in a position to secure the Claimant's travel back to Nairobi by 12th April 2020, the Claimant was advised to travel to Nairobi on the departing bus, which she agreed to. The Claimant was also informed that she would be away from 29th March 2020 to 12thApril 2020 but it would be treated as Compensatory Time Off (CTO) and her leave days would remain intact.

26. On 12th April 2020, after the Claimant's contract came to an end, she was paid her dues in full and given a Certificate of Service.

27. Cross-examined by Counsel for the Claimant, the witness testified that she joined the Respondent's employment in 2021, way after the Claimant had left her employment with the Respondent on grounds of redundancy.

28. The decision to declare the Claimant redundant was made in the March 2020, and a communication to that effect made to her on 12th March 2020. By this time, the advertisement for the new role had been made. The dates for applying for the position had already passed.

29. She further testified that, true, the Claimant was not given sufficient time to leave the camp. Her plea that her stay be extended was declined. However, this was with a justifiable reason. The Respondent's concern over the security of its staff and the travel situation that was obtaining due to the COVID-19 pandemic.

Claimant's submissions

30. The Claimant identified the following issues for determination, thus; whether the termination on purported grounds of redundancy was illegal and unfair; whether the Claimant is entitled to general damages for the unfair termination; whether the Claimant is entitled to special damages; whether the Claimant is entitled to one month's salary in lieu of notice; whether the Claimant is entitled to the costs of the suit.

31. The Claimant submitted that her termination was unlawful, illegal, and unfair. In redundancy, the selection of employees to be declared redundant has to have 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. The employer should also consider any alternative employment positions that can be filled by the affected employees within the company or its group companies. The same was not done in the Claimant's case.

32. The Claimant relied on Article 15 of the *Supplementary Provisions to the ILO Recommendation No 119 on Termination of Employment, Recommendation, 1963*, and the case of *Hesbon Ngaruiya Waigi*

where the Court with regard to redundancy held that "This is not a one-day process as it must be participatory, consultative and informative."

33. The Claimant submitted that restructuring the organization required serious considerations by the employer and based on the positions held by various employees, all efforts must be shown to have been made to retain or redeploy the affected employees. She relied on the case of *Workers Union 7 others v Kenya Airways Limited*, Cause No 1616 of 2014 and the case of *Jane Khalachi v Oxford University Press E. A Ltd*, Cause No 924 of 2010.

34. The Claimant further relied on the case of *Hesbon Ngaruiya Waigi v Equatorial Commercial Bank Limited* (2013) eKLR, to support her submissions that the stipulations of section 40 of the *Employment Act*, 2007 are mandatory and thus must be adhered to by the employer. She cited the Court's holding, thus; -

> " These conditions outlined in the law are mandatory and not left to the choice of the employer. Redundancies affect workers' livelihoods and where this must be done by an employer must put into consideration the provisions of the law."

35. Similarly, in the case of *Francis Maina Kamau v Lee Construction* (2014) eKLR the Court held that; "Where an employer declares a redundancy 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 Section 45 of the *Employment Act*."

36. In this case, the Claimant submits that she was not paid a one-month salary in lieu of notice.

37. It was further submitted that consultation between the employer and the employee to be affected by the redundancy is a must. In the instant matter, it was done rendering the termination of the Claimant's employment unfair. To support this point, she placed reliance on the case of *Kenya Airways Limited v Aviation & Allied Workers Union Kenya & 3 others* [2014] eKLR where it was noted that;

> " The purpose of the notice under Section 40(1) (a) and (b) of the *Employment Act*, as is also provided for in the said *ILO Convention No 158-Termination of Employment Convention, 1982*, is to give the parties an opportunity to consider measures to be taken to avert or to minimise the terminations and measures to mitigate the adverse effects of any terminations on the workers concerned such as finding alternative employment. The consultations are therefore meant to cause the parties to discuss and negotiate a way out of the intended redundancy, if possible, or the best way of implementing it if it is unavoidable. This means that if parties put their heads together, chances are that they could avert or at least minimize the terminations resulting from the employer's proposed redundancy. If redundancy is inevitable, measures should to be taken to ensure that as little hardship as possible is caused to the affected employees."

Respondent's submissions

38. The Respondent identified the following issues for determination, thus; whether the termination of the Claimant's employment contract on grounds of redundancy was lawful and justified; whether the Claimant's termination on account of redundancy followed due process; and whether the Claimant is entitled to the prayers sought.

39. The Respondent submitted that it has proved that the redundancy was based on the operational requirements following a reduction in the funding of its operations and that based on the funding that was available in 2020, there was a need to take steps to decrease its costs. This was done by advertising

the position covering Administration and Procurement at the County Office Level. The Respondent also stated that it could not afford to maintain the new role and that of the Claimant simultaneously. Additionally, the two roles were separate and distinct as the advertised role covered the Claimant's duties and additional roles.

40. The Respondent relied on Sections 43 and 45 (2) of the *Employment Act* and the case of *Kenya Plantation & Agricultural Workers Union (KPAWU) v Finlays Tea (K) Limited* [2022] eKLR where the learned judge stated, "It is now a statutory requirement in Kenya that an employer should not terminate a contract of employment except for a valid and fair reason. The foregoing is provided for in section 45 (2) of the *Employment Act*. Under section 43 of the Act, the employer has the burden of proving the reason for the termination in any legal proceedings brought to challenge the legality of the termination."

41. The Respondent additionally relied on the case of *Kenya Airways Limited v Aviation & Allied Workers Union Kenya & 3 others* [2014] eKLR.

42. The Respondent also stated that the newly created role was more senior as it was at a higher job grade, Grade H Band 5 with a basic pay of KES 226,667 to KES 253,282 while the Claimant's role was Grade G Band 3 with a basic pay of KES 135,000 to KES 155,717.

43. The Respondent states that it has proved that it complied with all the procedural requirements while terminating the Claimant's contract of employment on account of redundancy.

44. The Respondent relied on the Court of Appeal case of *African Nazarene University v David Mutevu & 103 others* [2017] eKLR which reiterated Sec 40(a) and 40(b) of the *Employment Act*. The Respondent issued the Claimant a one-month written notice of its intention to terminate her contract of service on account of redundancy and her dues. The County Labour Officer, Garissa was also issued with a one-month written Notice of the redundancy.

45. The Respondent additionally complied with the requirement to have a consultative meeting with the Claimant on 12th March 2020 as per the *International Labour Organisation Termination of Employment Convention 1982* (hereinafter "the Convention") and judicial precedent. To buttress this, the Respondent relied on the case of *Gladys Muthoni Mwangi & 20 others v Barclays Bank of Kenya* [2016] eKLR where the Court stated the necessity of consultations in redundancy.

46. On the selection criteria used, the Respondent submitted that it complied with Sec 40 (1)(c) of the *Employment Act*.

47. Further in the case of *Cargill Kenya Limited v Mwaka & 3 others* [2021] KECA 115 KLR the Court held that;

> " From the above provisions and decisions, the requirements in fulfilling the threshold set by section 40 (1) (c) of the *Employment Act* in the criteria for evaluating and selecting the employees to be declared redundant. Secondly, the employer is required to prove that the criteria was objectively and uniformly applied."

48. The Respondent also submitted that the Claimant was not entitled to the orders sought as she was declared redundant lawfully and all her dues have been paid. The Respondent relied on the case of *Pamela Nelima Lutta v Mumias Sugar Co. Ltd* [2017] eKLR where the Learned Judge stated,

> "What constitutes fair termination is a matter that is now settled by the wealth of jurisprudence of this court and the Court of Appeal. There are two elements that must be satisfied by the employer, fair procedure and valid reason."

49. On damages for mental anguish and suffering, the Respondent reiterated that the same has not been proved by the Claimant.

Analysis and determination

50. The issues for determination are;

    1. Whether the termination of the Claimant by the Respondent on account of redundancy fair and lawful?

    2. Whether the Claimant is entitled to the prayers in the Claim.

Whether the termination of the Claimant by the Respondent on account of redundancy fair and lawful?

51. Time and again, this Court has held that the defining characteristic of termination of employment on account of redundancy is the lack of fault on the part of the employee. It is a species of "no fault" termination. It bears repeating that for this reason, the *Employment Act*, 2007, places particular obligations on the employer, most of which are directed towards ensuring that those employees whose employment is to be terminated are treated fairly and that the reason for the termination isn't camouflaged. See this Court's decision in *Onesmus Kinyua v Prudential Assurance* [2022] eKLR.

52. The Respondent posited that the Claimant's employment was terminated on account of redundancy following restructuring of the Organization following a decline in funding. There cannot be any doubt that redundancy is a legitimate ground for termination of employment as long as the termination is fuelled by genuine operational requirements of the employer and effected in adherence to the edicts of procedural fairness. Addressing this, the Court of Appeal in the case of *Kenya Airways Limited v Aviation &Allied Workers Union Kenya & 3 others* [2014] eKLR, stated;

> "Thus, redundancy is a legitimate ground for terminating a contract of employment provided there is a valid and fair reason based on the operational requirements of the employer and the termination is in accordance with fair procedure. The phrase "based on operational requirements of the employer" must be construed in the statutory definition of redundancy. What the phrase means in my view is that, while there may be underlying causes leading to a true redundancy situation, such as reorganization, the employer must nonetheless show that the termination is attributable to the redundancy-that is the services of the employee have been rendered superfluous or that the redundancy has resulted in abolition of office, job or loss of employment."

53. Sec 40 of the *Employment Act* provides the conditions to be met before an employee is declared redundant;

    (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 the employee is employed of the reasons for, and the extent of, the intended redundancy not less than a month prior to the date of the intended date of termination on account of redundancy;

(b) where an 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 an employer and a trade union setting out terminal benefits payable upon 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 wages 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.

54. There is no doubt that the Section 40 [1] [a] provides for issuance of notices where the employee[s] to be affected by the intended redundancy, is a member[s] of a trade union. A notice signifying the employer's intention must be served upon the trade union and Labour Officer. The notices must be issued at least 30 days prior to the date appointed for termination. Section 40[1][b] contemplates a scenario where the employee[s] to be affected by the intended termination is not a member of a trade union. In such a situation the notice must be issued in writing to the employee and the Labour Officer. Too, the notice must be of not less than 30 days. See *The Germany School Society & another v Ohany & another* [Civil Appeal 325&342 of 2018 [Consolidated] [2023] KECA 894[KLR] [24 July 2023] [Judgment].

55. I have carefully considered the letter dated 12th March,2020, captioned "Notice of Termination of Employment due to Redundancy", and that dated 11th March 2020 to the Labour Officer. I take a clear view that the possess all the characteristics of the notice contemplated under Section 40[1][b].

56. The Claimant contended that the termination of her employment wasn't preceded by any consultations as required by law. Though the *Employment Act*, 2007, doesn't provide expressly for consultations between the employer and employee, it is now settled through judicial precedent that Section 40[1] thereof, implicitly does. Further, ILO Convention 158 provides that there must be consultations before termination of an employee's employment on account of redundancy. Though Kenya hasn't ratified the convention, this Court is inspired by the Convention as it is aligned with our statutory provisions aimed at employee protection from arbitrary termination of their employment.

57. The issuance of the 30 days' notice provided for under Section 40, is intended to provoke consultations between the employer and the employee or between the employer and the trade union as the case may be. Emphasizing this, the Court of Appeal in the case *The German Society School* [*supra*], stated;

> " 56. A notice to the employee /trade union/labour officer opens up the door for consultative process with the key stakeholders. The Court of Appeal in *Kenya Airways Limited v Aviation & Allied Workers Union Kenya* [2014] eKLR held a] Consultation is implicit in the *Employment Act*; b] Consultation gives an opportunity for other avenues to be considered to evert or minimize the adverse effects of terminations; c] Consultations are meant for the parties to put their heads together and is imperative under Kenyan law; d] Consultations have to be a reality not a charade; e] Opportunity must be given for the stakeholders to consider; f] Stakeholders must have and keep an open mind to listen to suggestions, consider them properly and then decide what is to be done; and g] consultations must not be cosmetic.
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> 57. In essence, consultation is an essential part of the redundancy process and ensures that there is substantive fairness. The employer should ensure that it carries out the process as fair as possible and that all mitigating factors are taken into account. A reading of the record shows that the respondent was served with the redundancy notice and asked to proceed for a one month's leave. The trial Court found that the redundancy was unfair and irregular for failure to give adequate notice and thereby not giving consultation a chance.
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> 60. However, on the question whether the notice gave consultation and dialogue a chance, we find that while the requirement for consultation is not expressly provided for in Section 40 of the *Employment Act*, this requirement is implied, as the main reason and rationale for giving the notices in Section 40[1] [a] and[b] to unions and employees of an impending redundancy where applicable."

58. The Respondent asserted that consultation was undertaken before the termination. According the Respondent, this happened on 12th March 2020. I have carefully considered the Respondent's witness's evidence, and the presented minutes of the same day, and conclude that, all that there was, wasn't a consultation, it was just a forum for the Respondent to inform the Claimant that a decision had been taken to terminate her employment and that she was to be entitled to that much terminal dues. Noting comes out of the evidence that there were discussions around how the redundancy could be avoided or its consequences minimized. If one were to call what happened "consultations", then I won't hesitate to state that they were cosmetic, not intended to attain what they are designed to in a redundancy process.

59. If the law of unfair dismissal places few restraints on the employer's right to direct the business and organise the workforce as it sees fit, it places more effective restraints on the manner in which the employer conducts the process of redundancy and in particular its selection of the employee to be dismissed. Reason why the law requires that the employer must be clear on the criteria used to select the employee[s] to be affected by the redundancy. The material placed before this Court by the Respondent is all indicative that the Claimant lost her employment as a result of abolition of her role. The new role was to embody procurement and administrative functions. I have keenly studied the organogram presented by the Respondent captioned "daadab Offices" and note that there were several offices at the level of that of Procurement Coordinator which one could consider administrative, for instance that of the Logistics Coordinator. The question then that springs up, is, what criteria did

the Respondent employ to select the office to be abolished? The Respondent needed to address this, surprisingly it didn't. I note the Respondent's Counsel attempted to explain the selection criteria in her submissions. May be a reminder is needed here, 'submissions aren't a substitute for evidence'.

60. The Respondent failure to demonstrate, that there were genuine consultations preceding the termination of the Claimant's employment, and the selection that it applied, leads to the conclusion that the termination was procedurally unfair.

61. In turn to consider whether the termination was substantively fair. No doubt, our law recognizes no right to employment for life, however, the social balance struck in the context of a constitutional regime in which the right to fair labour practices is a fundamental right is to afford an employee the right not to be dismissed unfairly and the employer the right to dismiss an employee for fair reason.

62. Ordinarily the Respondent could be burdened with the onus of satisfying this Court that the termination of the Claimant's employment was effected for a valid and fair reason. I have carefully considered the Claimant's pleadings and evidence, and am of the view that the attack on the termination of her employment on account of redundancy wasn't on lack of substantive justification but procedural fairness. As a result, this Court holds that the termination was substantively fair.

Whether the Claimant is entitled to the prayers in the Claim General damages for unfair termination.

63. The Claimant sought inter alia compensation for unfair termination pursuant to the provisions of Section 49[1][c] of the *Employment Act*, 2007. The section bestows upon the Court the authority to grant a compensatory relief in favour of an employee who has successfully assailed her or his employer's decision to terminate her or his employment. However, it is pertinent to point out that the authority is discretionarily exercised, depending on the circumstances of each case. I have taken into consideration, the fact that liability against the Respondent is only attaching as a result of the failure to adhere to the cannons of procedural fairness and, the length of time that was remaining of her one-year fixed term contract, and come to the conclusion that she is entitled to the compensatory relief to an extent of three months' gross salary.

General damages for mental anguish and suffering

64. The Claimant didn't lead evidence to establish that she suffered mental anguish, and therefore justify grant of this relief sought. The same is declined.

One (1) month salary in lieu of notice.

65. The Claimant was given the statutory termination notice. I am unable to comprehend the basis of seeking of the relief under this head. It is hereby rejected.

66. In the upshot, Judgment is hereby entered for the Claimant in the following terms;

    a. A declaration that the termination of the Claimant's employment was substantively fair but procedurally unfair.

    b. Compensation pursuant to Section 49[1][c] of the *Employment Act*, three months' gross salary, Kshs. 450,000.

    c. Interest on the sum awarded in b] above at court rates from the date of this Judgment till full payment.

    d. Costs of this suit.

READ SIGNED AND DELIVERED THIS 14TH DAY OF NOVEMBER 2024.

OCHARO KEBIRA

JUDGE

In the presence of

Mr. Oyoo for the Claimant.

Mr. Kamau for the Respondent.