



**Sakwa v Patriotic Guards Limited (Cause 77 of 2017)
[2023] KEELRC 1408 (KLR) (9 June 2023) (Judgment)**

Neutral citation: [2023] KEELRC 1408 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT ELDORET
CAUSE 77 OF 2017
NJ ABUODHA, J
JUNE 9, 2023**

BETWEEN

KENNETH SAKWA CLAIMANT

AND

PATRIOTIC GUARDS LIMITED RESPONDENT

JUDGMENT

1. By a memorandum of claim filed on May 16, 2017 the claimant pleaded that at all time material to the suit he was employed by the respondent on permanent basis as a guard. The appointment was with effect from December 1, 1996 and at the time of termination his monthly salary was Kshs.5,000/=.
2. According to him he served the respondent with dedication and diligence until June 23, 2015 when the respondent wrongfully and unlawfully orally terminated his service and refused to pay his terminal benefits. He further stated that he respondent unfairly declared him redundant on grounds that the assignment in Eldoret Branch had been terminated.
3. The claimant further averred that as per indemnity agreement dated June 23, 2015 the respondent was to pay him Kshs.53,149.17 and the respondent was to update his NSSF statement by paying Kshs.200/= by August 1, 2015. The amount was to be settled in installments as follows:
Kshs.
 - i. July 12, 2015 17,000
 - ii. August 12, 2015 17,000
 - iii. September 12, 2015 19,149
4. The respondent failed and or ignored to make the payment prompting the suit. the respondent further failed to issue the claimant with a certificate of service.



5. The respondent though served never entered appearance nor filed a response to the claim.
6. At the oral hearing, the claimant stated among others that he recorded a witness statement on May 15, 2017 which he relied on as his evidence in chief. He also relied on the documents filed with the claim.
7. It was his evidence that he was employed on December 1, 1996 as a security guard. His monthly salary was Kshs.5,000/=. He was terminated in 2010. The termination was because some assignments were terminated so work reduced. He signed an indemnity agreement with the Respondent. The agreement was filed in court. He was never paid the amount in the indemnity agreement. He sought to be paid the amount stated in the indemnity agreement.
8. This matter is undefended and the claimant is making a liquidated demand. The court will therefore enter judgment of Kshs.82,349.17 together with costs and interest.
9. It is so ordered.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI ON THIS 9TH DAY OF JUNE 2023

Abuodha J. N.

Judge

In the presence of:-

.....for the Claimant

..... for the Respondent

