



**Krijnen v Nas Airport Services Ltd (Cause E031 of 2021)
[2023] KEELRC 2390 (KLR) (29 September 2023) (Judgment)**

Neutral citation: [2023] KEELRC 2390 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MOMBASA
CAUSE E031 OF 2021
AK NZEI, J
SEPTEMBER 29, 2023**

BETWEEN

PAUL KRIJNEN CLAIMANT

AND

NAS AIRPORT SERVICES LTD RESPONDENT

JUDGMENT

1. On February 12, 2021, the Claimant sued the Respondent vide a statement of claim dated February 10, 2021 and pleaded that he was employed by the Respondent in 1999 or thereabout as the Manager, NAS Mombasa Unit, and that he diligently carried out his duties until 2010 when the Respondent retired him upon attaining the retirement age of 55years. That the Respondent immediately re-hired the Claimant purportedly as an independent contractor, still performing the same job as Manager, NAS Mombasa Unit.
2. The Claimant further pleaded that from the year 2010 upto and including 2019, the Respondent repeatedly rolled over the independent contracts with the same terms and conditions every year, and that in the year 2020, the Respondent purported to rehire the Claimant on an eight (8) months contract, with a termination date on August 31, 2020.
3. It was the Claimants further pleading that on March 23, 2020, the Respondent, without any notice, decided to terminate the Claimant’s employment. That the termination was illegal, unlawful and without any justification or reason.
4. The Claimant further pleaded:-
 - a. that his termination by the Respondent was unfair, unreasonable, unlawful and illegal, without any justifiable reason, and was effected without the Claimant being afforded an opportunity to be heard. That the Respondent refused to settle the Claimant’s terminal dues.



- b. that the Respondent's act of dismissing the Claimant was discriminatory and was done without a valid reason, malicious and contrary to the values of natural justice.
 - c. that the Claimant was unfairly and unlawfully deprived of his salary, severance pay and other benefits/emoluments which he would have otherwise earned, hence suffering loss and damage.
 - d. that the Claimant had eleven (11) untaken leave days, and that he is entitled to payment in lieu thereof.
 - e. that during the years 2017-2019, the Claimant suffered a salary cut of 25% for a period of 24 months; that the salary cuts were non-contractual, and were forced on the Claimant, and that the Claimant claims the money back.
5. The Claimant sought the following reliefs against the Respondent
- a. a declaration that the Claimant's dismissal was unfair, unlawful, and a nullity.
 - b. payment in lieu of leave day.....ksh. 484,271
 - c. severance pay@25 days salary a year for ten (10) yearsksh. 8,071,185.83
 - d. physical and mental anguish due to discrimination and harassmentksh. 10,565,916.
 - e. 24 months' salary at 25%ksh. 5,241,600
 - f. costs of the suit and interest.
6. Other documents filed by the Claimant together with the statement of claim included the Claimant's written witness statement dated February 5, 2021 and a list of documents dated February 10, 2021, listing a total of 47 documents. Some of the listed documents included the Claimant's 2-year contracts running from January 1, 2011 with an option of renewal, the Respondent's letter dated February 25, 2013 advising the Claimant that his salary would be ksh. 1,150,000 as from January 1, 2013, the Respondent's letter dated May 4, 2015 informing the Claimant that his salary had been reviewed (downwards) to ksh. 862,500 per month with effect from May 1, 2015, the Respondent's letter dated September 27, 2019 extending the Claimant's contract to December 31, 2019 and informing the Claimant that he would sign a consultancy agreement for the period January 1, 2020 to August 31, 2020 and that his terms on the consultancy contract would be equivalent to his net of ksh. 880, 493; consultancy appointment commencing on January 1, 2020 and ending on August 31, 2020; and the Respondent's letter dated March 23, 2023 terminating the consultancy appointment with effect from March 30, 2020.
7. The Respondent defended the suit vide a Memorandum of Response dated 24/3/2021 and filed in Court on 6/4/2021 and pleaded:
- a. that the Claimant was first employed by the Respondent company in 1999 and upon reaching retirement age of 55 years retired from employment effective 31st December, 2010; and was paid his terminal dues consisting his salary upto 31st December 2010, gratuity, unpaid leave and a bonus payment, all amounting to Kshs. 4,553,279/=.
 - b. that the Respondent took the decision to offer the Claimant a two-year fixed term contract the terms of which were that the Claimant would be employed as a Station Manager for the period January 1, 2011 to December 31, 2012.



- c. that the contract was thereafter renewed severally with the final renewal of three months being from September 8, 2019 to December 31, 2019.
 - d. that the Claimant was advised that he would be returning to the company as a consultant, not an employee, from January 1, 2020 to August 31, 2020, during which time the Claimant's successor would be appointed and inducted accordingly.
 - e. that the Claimant's employment relationship with the Respondent ended on December 31, 2019 by way of effluxion of time as per the fixed term set out in the letter dated September 27, 2019.
 - f. that the Claimant's return to the Respondent company was as a consultant/independent contractor as per the consultancy appointment letter dated December 18, 2019, pursuant to which the Claimant submitted consultancy invoices to the Respondent for payment.
 - g. that the consultancy contract between the Claimant and the Respondent was terminated by a notice dated March 23, 2021 by the Respondent following the onset of corona virus pandemic.
 - h. that the Respondent denies:
 - i. the claim for unpaid leave as the same was forfeited by the Claimant during his employment tenure which ended on 31st December, 2019.
 - ii. the claim for severance pay as the Claimant's employment did not end with redundancy.
 - iii. the claim for physical and mental anguish due to discrimination.
 - iv. the claim for payment of salary cuts as the same is time-barred, and was compensated by enhanced salary to the Claimant and working for less hours.
 - v. that the Claimant's employment terminated on 31st December, 2019 and claims herein being continuous injuries ought to have been filed within 12 months of the said dates.
8. The Claimant Responded to the Respondent Memorandum of Response by filing what he described as a supplementary affidavit, sworn by him on 12/5/2020.
9. Trial commenced on 23/5/2022 when the Claimant testified and adopted his witness statements dated 5/2/2021 and a supplementary witness statement dated 17/2/2022 as his testimony, and produced in evidence the 47 documents referred to in paragraph 6 of this judgment. The Claimant further testified:-
- a. that he worked for the Respondent for 21 years and 4 months. That after (the first) 11 years of the said service, the Claimant retired, with full benefits, upon attaining 55 years of age.
 - b. that he thereupon continued working, and worked on five two year contracts upto 31/9/2019.
 - c. that on 16/9/2019, the Claimant received a telephone call from the Respondent's HR Manager, one Faith Githaiga, with whom the Claimant had worked for years and therefore he trusted, informing him that the Respondent company would give the Claimant an advisory role upto 1/8/2020; and proceeded to extend the Claimant's contract for 3 months upto 31/12/2019 before he could transition to the advisory role.
 - d. that in its letter dated 27/9/2019, the Respondent asked the Claimant to take his pending leave days prior to 31/12//2019, but the Claimant requested that he takes his leave at the end of the



next contract already informed, so that he could leave the Respondent company earlier (than 31/8/2020).

- e. that on 18/12/2019, the Claimant received a letter from the Respondent regarding a consultancy appointment, whose contents were not different from what the Claimant had done for 21 years. That the letter had nothing about consultancy, but was like a normal employment contract. That the Claimant signed the contract (on 19/12/2019), and that this was long before the advent of the Covid-19 pandemic.
- f. that on 23/3/2020, the Claimant received a letter from the Respondent giving him a one week notice of termination of the “consultancy agreement”, and stating that the Claimant would be paid 3 months’ pay. That upon seeking legal Counsel, the Claimant signed the letter on a “without prejudice” basis; and was paid.
- g. that the Claimant came to learn that a consultant performs specific/expert tasks where a client requires expertise.
- h. that the Claimant did not perform an expert role in the Respondent company, but worked as if he was in his own office, with his name in all the Respondent’s system, and continued dealing with all entities that the Respondent had always dealt with as the Respondent’s station manager. That no communication was ever made to such entities to the effect that the Claimant was (this time) dealing with them as a consultant but, as a station manager. That the Respondent had never contracted consultants, even in the management. That the consultancy issue regarding the Claimant was a violation of the Claimant’s rights.
- i. that the Respondent even cancelled the Claimant’s medical insurance and his Group Life Insurance without informing him. That had the Claimant known that this would happen, he would not have signed the contract.
- j. that what the Claimant signed was an employment contract, but not a consultancy contract.
- k. that there was 25% pay cut from the year 2015 to 2019, which was not ordinary, and which did not affect the Nairobi management or the Respondent’s mother company in 60 countries world wide, and which was communicated verbally. That the Respondent, being a monopolistic company, was financially sound. That the Respondent’s HR Manager’s (Ms. Githaiga’s) attitude was “either take it or leave it,” and that this greatly compromised the Claimant’s living standards and capacity to save towards retirement.
- l. that the Claimant had 11 outstanding leave days for the year 2019, which were his entitlement; and had indicated that he would take those leave days at the end of his contract. That the Respondent had records of those outstanding leave days.
- m. that the Claimant had been unemployed since 31/3/2020, leading to physical and mental distress, loss of self esteem, financial and mental stress.
- n. that the Claimant’s wife had to sell their property in Canada in order to finance their stay in Kenya.
- o. that the Claimant was discriminated against as the Respondent’s other managers, including Ms. Githaiga, retired with full benefits and were offered special retirement packages to leave the company early and in style.



- p. that the Claimant was the only senior manager to have retired from the Respondent company without celebration and honour; and that this was discrimination. That the Claimant's record was exemplary and spoke for itself, but the Respondent's behavior was shameful and malicious.
10. Cross-examined, the Claimant testified that he retired in 2010 upon attaining the age of 55 years, which was the retirement age in the Respondent company, and was paid his retirement benefits amounting to ksh. 4,553,279, and that one of those benefits was gratuity. That this ended phase 1 of the Claimant's employment, on December 31, 2020. That after this the Claimant was, without any break, employed permanently on contract. That the Claimant was given a 2 years contract which was subsequently extended 5 times upto 8/9/2019, upon which the Claimant was given 3 months extension upto December 31, 2019.
 11. The Claimant further testified that under the contract the Claimant signed on December 18, 2019, he was to earn ksh. 880,493 every month. That the Claimant was never a consultant, that he was still using the Respondent's computers, their office keys, gate pass and was working within the Respondent company. That consultants are never part of the employing company, work from outside and are paid in their company's name.
 12. The Claimant further testified that during the period he worked on contract, his dues were never calculated and paid after the end of each 2 years contract period, that there were no breaks in between the contracts and that the renewals were continuous. That the Respondent avoided paying PAYE and instead pad 5% withholding tax. That the Respondent lied to the Claimant when he signed the "consultancy agreement"; and proceeded to cancel his medical insurance worth ksh. 25,000,000 and life insurance without disclosing to him.
 13. It was the Claimant's further evidence that he continued working as the Respondent's manager and that all his passes described him as such.
 14. The Respondent called one witness, Samuel Gathogo (RW-1), the Respondent's Human Resource Manager, who adopted his witness statement dated 31/1/2022 as his testimony, and produced in evidence the documents listed on the Respondent list of documents. RW-1 told the Court that although he was the custodian of the Claimant's file, he had not dealt with the Claimant, though he knew him when he worked as the Respondent's station manager.
 15. RW-1 further testified:-
 - a. that the Claimant joined the Respondent in 1999 and retired in 2010 upon attaining the age of 55 years, and that this marked the end of the Claimant's first phase of employment with the Respondent, and he was paid retirement benefits to the tune of ksh. 4.5 million.
 - b. that upon retirement, the Claimant was employed by the Respondent on two year contracts which ran from January 2011 to 31/12/2019. That during this phase of employment, the Claimant's duties remained the same, as he remained the station manager, Mombasa.
 - c. that in the year 2015, the Respondent's business experienced a downturn, leading to a salary cut which was effected vide a letter dated 4/5/2015.
 - d. that vide a letter dated 27/9/2019, the Claimant was advised to take all outstanding leave days by 31/12/2019, and was further advised that he would be joining the Respondent company as a consultant upto 31/8/2020, and that during that period, the Claimant's successor would be appointed.



- e. that it was important that the Claimant remained in employment because even his Assistant was retiring in December 2019. That as a business, the Respondent felt that it would not be proper for the Claimant and his Assistant to leave at the same time.
 - f. that the Claimant was to be engaged on a consultancy contract, subject to withholding tax. That the Claimant was issued with a consultancy agreement on 18/12/2019, and he executed the same on 19/12/2019.
 - g. that the Claimant's consultancy agreement was terminated by the Respondent at the onset of Covid-19, vide a letter dated 23/3/2020, and the Claimant was paid the equivalent of 3 months salary/earnings.
 - h. that the Claimant forfeited his leave days by failing to take leave when he was requested by the Respondent to do so.
 - i. that severance pay was not payable to the Claimant, having retired in 2010 and having thereafter worked both on contract and then as a consultant.
 - j. that the Claimant was a top manager in the Respondent company, and that the allegations of discrimination could not hold.
16. Cross-examined, RW-1 testified that he had not exhibited any evidence on the circumstances leading to pay cuts.
17. Having considered the pleadings filed and evidence tendered by both parties, issues that present for determination, in my view, are as follows:
- a. whether there existed an employer-employee relationship between the Claimant and the Respondent as at 23/3/2020, or whether the Claimant was a consultant.
 - b. whether there was unfair termination of employment.
 - c. whether the Claimant is entitled to the reliefs sought.
18. On the first issue, the Respondent pleaded, and RW-1 testified on its behalf that what existed between the Claimant and the Respondent was a consultancy agreement commencing on 1/1/2020 and set to lapse on 31/8/2020, but which the Respondent terminated on 23/3/2020 following the onset of Covid-19 pandemic. Before delving into addressing the issue of what a consultancy agreement is, I will first reproduce the aforesaid consultancy agreement herein. Before doing so however, it is imperative to state herein the contents of the Respondent's letter to the Claimant dated 27/9/2019. The letter stated in part:-
- “your terms on the consultancy contract would be equivalent to your current net of ksh. 880,493.00. This amount is exclusive of 5% withholding tax. A formal contract document will be shared prior to 31/12/2019.
- We count on your diligence and prudence in the operations of NAS Mombasa as always.”
19. The consultancy appointment/agreement was worded as follows:-
- “December 18, 2019
- Paul Krijen,
- C/o NAS Mombasa



Mombasa

Dear Sir,

Re: Consultancy Appointment

Further to our letter of September 27, 2019, we are writing to confirm that you shall be engaged on consultancy basis with effect from January 1, 2020 to August 31, 2020.

With this arrangement, you will continue to have the overall management responsibility of the unit with a direct reporting relationship to the General Manager NAS.

The following is the expected scope for this engagement.

Inflight

Continuous customer follow up. Weekly operations OTSACS implementation. GATEOPEX follow up SQUAD start up and implementation.

Corporate Catering

New customers prospects follow up. Continuous contract and interaction with all Airport stakeholders. New operations launch and follow up

Maintenance

Equipment's follow up and contact with NBO base if necessary. General maintenance of the facility/ environs

Finance and HR

Food cost close follow up and actions to strictly maintain our fundamentals. Rhino Initiatives implementation. Energy's file (water/fuel/electricity etc. strict follow up CAPEX implementation. Staffing levels checks. QA follow up. Weekly report every Monday.

At the end of every month, you will issue to NAS a management consultancy invoice of ksh. 880,493. The amount will be subject to 5% withholding tax, which is statutory requirement.

We look forward to your usual support.

Please sign and return a duplicate copy of this letter for our records....”

20. The Claimant testified that under the foregoing consultancy agreement/contract, he continued to perform the managerial duties that he had always performed as the Respondent's station Manager at Mombasa, that he occupied the same office and used the same computers, held the same gate passes, and generally related to the Respondent's staff and customers as the Mombasa Station Manager. The Claimant further testified that the consultancy agreement was similar to the contracts that he had earlier been signing, and that he continued performing the same duties. He further testified that he did not, at any given time, work as a consultant, and that he never performed consultancy duties. This evidence was never rebutted by the Respondent, and is vindicated and corroborated by the contents of the Respondent's letter dated 27/9/2019 and the scope of the Claimant's responsibilities as set out in the consultancy appointment dated 18/12/2019 and commencing on 1/1/2010.
21. The Claimant continued performing the same managerial duties, reporting to the Respondent's General Manager. He continued earning the same net salary as at 31/12/2019; only that this time his net salary was subjected to a further 5% withholding tax. The word “net salary” as used in the Respondent's letter dated 27/9/2019 suggests that there were gross earnings that had already been subjected to statutory deductions, including taxation. The Respondent did not present any evidence on why a net salary had to be subjected to a further tax, withholding tax.



22. The word “consultancy” derives from the word consultation. The Black’s Law Dictionary (10th Edition) defines consultation as:-
- “the act of asking the advice or opinion of someone (such a a lawyer). A meeting in which parties consult and confer...”
23. The Concise Oxford English Dictionary (12th Edition) defines consultancy as:-
- “professional practice giving expert advice in a particular filed.”
24. Looking at the foregoing definitions vis-a’ vis the evidence adduced by both parties herein, both documentary and oral, what existed between the Claimant and the Respondent from 1/1/2020 to 23/3/2020 when the Claimant’s contract was terminated was a contract of service as opposed to a contract for service. A contract of service is defined in Section 2 of the [Employment Act](#) as :-
- “an agreement, whether oral or in writing, and whether expressed or implied, to employ or to serve as an employee for a period of time, and includes a contract of apprenticeship and indentured learnership, but does not include a foreign contract of service to which part XI of this Act applies.”
25. The foregoing definition clearly encompasses an employer-employee relationship whereby an employee agrees to work for the employer for a period of time. Part III of the [Employment Act](#) makes provisions on employment relationships, and clearly states what a contract of service is. The Act obligates the employer to ensure that the contract of service, which must contain employment particulars is written. Under Section 10 of the Act, particulars that must be stated in a contract of service include the job description and terms and conditions relating to the employment. In other words, a contract of service puts an employee under the control of the employer, and such control is based on the terms and conditions of the contract; which also sets out the scope of an employee’s employment.
26. In the contrast, a consultant is an expert and/or is deemed to be an expert whose manner of working or scope of duties is not defined or dictated by any one. A consultant is expected to give professional/ expert advice based on his expertise, and based on the needs of his client, and falling within the expert’s/ consultant’s expertise. A consultant is an independent contractor, is not involved in the day to day running of his client’s business, staff, supervision, customer relations, procurement and infrastructure maintenance and other day to day functions.
27. An employer cannot abdicate his contractual obligations as an employer by using the term consultant or consultancy in the contract of employment, and by failing to issue an itemized pay statement under Section 20 of the [Employment Act](#), instead asking the employee to issue an invoice before his salary can be paid.
28. In determining whether a contract is a contract of service or a consultancy agreement, a Court must look at the substance and content of the agreement, but not the terms(words) used therein.
29. The “consultancy” agreement dated 18/12/2019 and signed by the Claimant on 19/12/2019, commencing on 1/1/2020 and ending on 31/8/2020, was a contract of service/employment contract, and NOT a consultancy agreement. The contract clearly stated the wide scope of the Claimant’s



duties, put him on the net salary that he had all along earned, and put him under total control of the Respondent. The contract stated:-

“with this arrangement, you will continue to have the overall management responsibility of the unit with a direct reporting relationship to the General Manager...”

30. I find and hold that there existed an employer/employee relationship between the Claimant and the Respondent from 1/1/2020 to 23/3/2023 when the Respondent terminated the Claimant’s employment contract. It was stated as follows in *Mandela -vs- Workinsights Limited* [2023] eKLR:-

“37.....the fact that the agreement was titled a “consultancy Agreement” does not automatically mean that the parties were not in an employment relationship. Rather, their conduct and manner of engagement implied that they were in an employer-employee relationship.”

31. Citing with approval the decision in *Kollengode Venkatachala Lakshminarayan -vs- Intex Construction Limited* [2020] eKLR, the Court in *Eldoret Aviation Limited -vs- Kenya Revenue Authority* (through the commissioner of Domestic Taxes [2013] stated:-

“there are various tests to be employed when there is doubt whether a person is an employee. One of those tests is whether the person’s duties are an integral part of the employer’s business. See *Beloff-vs- Preddram Ltd* [1973] All Er 241. The greater the direct control of the employee by the employer, the stronger the ground of holding it to be a contract of service. See *Simmons -vs- Health Laundry Company* [1990] IKB 543...”

32. On the second issue, it was a common ground that on 23/3/2020, the Respondent terminated the Claimant’s contract of employment with effect from 30/3/2020. The Claimant, who had continuously worked for the Respondent on contracts since 1/1/2011, is not shown to have been given notice of termination pursuant to Section 35(c) of the *Employment Act*, and is not shown to have been given an opportunity to be heard before termination of his contract of employment. Terminating an employee’s employment without notice and without giving him an opportunity to be heard is not only unfair, but goes against the principles of justice and equity provided in Section 45(4) (b) of the *Employment Act*. I find, hold and declare that termination of the Claimant’s employment was unfair. It must be noted, however, that the Claimant’s statement of claim does not contain a prayer for an award of compensation for unfair termination of employment.

33. On the third issue, the Claimant pleaded and testified that as at the time of termination of his employment, he had 11 pending leave days that he was supposed to take before the end of his contract ending on 31/8/2020. This was not denied by the Respondent. All that the Respondent stated was that the said pending leave days had been forfeited by the Claimant when he failed to proceed on leave in September 2019 as advised by the Respondent vide a letter dated 8/9/2019; that is, before 31/12/2019.

34. In response to this assertion by the Respondent, the Claimant testified that subsequent to the said advise by the Respondent that he takes his leave days prior to 31/12/1019, it was agreed that the Claimant would take his leave before 31/8/2020, and that consequently, his contract was extended for 3 months, from 8/9/2019 to 31/12/2019. This 3 months’ extension was to bridge up the period between 8/9/2020 when his previous contract expired and 1/1/2010 when the contract dated 18/12/2019 and commencing on 1/1/2010 was set to commence.

35. It was, therefore, the Claimant’s testimony that the pending 11 leave days were never forfeited. He produced in evidence the Respondent’s extension of contract letter dated 27/9/2019. The Respondent



did not demonstrate that the leave days were either taken or forfeited by the Claimant. Section 74(f) of the Employment Act obligates an employer to keep records of an employee's annual leave entitlement, including days taken and days due. I am satisfied that the Claimant has demonstrated, on a balance of probability, that he was entitled to the 11 leave days. Computation of the sum claimed in this regard, ksh. 485,271, was not disputed by the Respondent. I award the sum of ksh. 484,271 to the Claimant.

36. The claim for severance pay is declined as termination of the Claimant's employment did not result from redundancy. Further, the Claimant did not prove the allegations of discrimination. He testified that he had retired in 2010 upon attaining the age of 55 years, and that he was paid all his benefits then due. He did not demonstrate how the other managers who retired after him had been treated differently, and whether they were retiring after attaining retirement age or whether they were serving on contract like himself. The claim for ksh. 10,565,916 based on alleged physical and mental anguish due to discrimination and harassment is therefore declined.
37. On the claim for ksh. 5,241,600 made up of 25% salary cuts, the Claimant demonstrated by documentary evidence that as at 25/2/2013, his basic salary was ksh. 1,150,000. He produced in evidence the Respondent's letter to him dated 25/2/2013. The Claimant further produced in evidence the Respondent's letter to him dated 4/5/2015 reducing his salary to ksh. 862,500 per month. The Respondent did not demonstrate that the Claimant consented to this salary reduction. Salary payment is a crucial term of each contract of employment. Section 10(5) of the Employment Act provides that where any matter prescribed in the Section changes, the employer shall, in consultation with the employee, revise the contract to reflect the change and notify the employee in writing.
38. In the present case, the Claimant's contract is not shown to have been revised to reflect the reduction of the Claimant's salary, and the Respondent did not demonstrate that the reduction was done either in consultation with the Claimant or that he consented to the same. I find and hold that the salary reduction was unlawfully done, and that the reduction, which continued until March 2020, was in the form of a continuing injury as contemplated in Section 90 of the Employment Act.
39. The Claimant's contract of employment was terminated effective 30/3/2020, and the suit herein was filed on 12/2/2021; within 12 months from the date of cessation of the continuing injury. The claim is not statute barred as submitted by the Respondent.
40. The Claimant only claimed ksh. 5,241,600 being 25% percent reduction of his salary for 24 months, from 2017 to 2019. The Respondent did not dispute the computation of this claim. All that it said was that the claim was statute barred. I have demonstrated herein that the claim was not statute barred. I allow the same and award the Claimant the claimed sum of ksh. 5,241,600.
41. Consequently, and having considered written submissions filed by Counsel for both parties herein, Judgment is hereby entered for the Claimant against the Respondent as follows:-
 - a. Unpaid leave days.....ksh. 484,271
 - b. 24 months' salary deductions.....ksh. 5,241,600

Total ksh. 5,725,817
42. The Claimant is awarded interest on the awarded sum, to be calculated at Court rates from the date of filing suit until payment in full.
43. The Claimant is also awarded costs of the suit.

DATED, SIGNED AND DELIVERED AT MOMBASA THIS 29TH SEPTEMBER 2023

AGNES KITIKU NZEI



JUDGE

ORDER

This Judgment 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:

..... for Claimant

..... Respondent

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Cause E031/21

