



**Ngunjiri v Sony Trading Company Limited (Cause 770 of 2016)
[2023] KEELRC 3059 (KLR) (30 November 2023) (Ruling)**

Neutral citation: [2023] KEELRC 3059 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 770 OF 2016
J RIKA, J
NOVEMBER 30, 2023**

BETWEEN

CAXTON KIGOTHO NGUNJIRI CLAIMANT

AND

SONY TRADING COMPANY LIMITED RESPONDENT

RULING

1. Judgment was delivered in the sum of Kshs. 434,000 in favour of the Claimant, with no order on the costs, on 29th March 2023.
2. The Respondent filed an Application amended on 24th May 2023, supported by the Affidavit of its Director James Gitonga, sworn on 24th May 2023. The Respondent prays the Court to be allowed to liquidate the decretal sum by instalments of Kshs. 15,000 monthly. Gitonga states that the Respondent has already paid Kshs. 40,000 to the Claimant.
3. He states, and this is confirmed by the Claimant in his Replying Affidavit sworn on 8th June 2023, that Parties met, and discussed the mode of settlement. The proposal by the Respondent was not accepted by the Claimant. The Claimant proposed that he is paid instalments of Kshs. 130,000.
4. The Claimant states that he filed the Claim way back in 2016. He has suffered a lot since his salary was stopped by the Respondent, between January and September 2015. To allow the Respondent to pay instalments of Kshs. 15,000 monthly, would stretch the payment period to 53 months. The Court granted interest from 30th September 2015. Delayed payment would result in additional interest.
5. It was agreed by Parties, that the Application is considered and determined through Written Submissions, which the Parties confirmed to have filed and exchanged at the last mention on 19th September 2023.



The Court Finds: -

6. The mode of settlement proposed by the Respondent would go against everything prescribed by Section 17 of the *Employment Act* 2007. Salaries have statutory protection, as observed by the Court at paragraph 24 of the Judgment. They ought to be paid, as and when they fall due. The arrears of salary in question arose over 8 years ago, in 2015. The Respondent had adequate time to pay. The Court is not able to grant the Respondent its application, which would result in continuing violation of Section 17 of the *Employment Act*.
7. The Claimant has made a proposal to the Respondent, which the Court considers quite generous. It is for the Respondent to take it, leave it, or renegotiate, without the aid of the Court.

It is Ordered: -

- a. The Application dated 9th May 2023, amended on 24th May 2023, filed by the Respondent is declined.
- b. Costs to the Claimant.

DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY AT NAIROBI, UNDER PRACTICE DIRECTION 6[2] OF THE ELECTRONIC CASE MANAGEMENT PRACTICE DIRECTIONS 2020, THIS 30TH DAY OF NOVEMBER 2023.

**JAMES RIKA
JUDGE**

