



**Osoro v Unilever Kenya Limited (Cause 78 of 2020)
[2023] KEELRC 2769 (KLR) (3 November 2023) (Judgment)**

Neutral citation: [2023] KEELRC 2769 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 78 OF 2020
J RIKA, J
NOVEMBER 3, 2023**

BETWEEN

SAMUEL OSORO CLAIMANT

AND

UNILEVER KENYA LIMITED RESPONDENT

JUDGMENT

1. The Claimant filed his Statement of Claim, on 7th February 2020.
2. He states that he was employed by the Respondent on 4th July 2011, as a Human Resource Manager.
3. He was appointed to the position of LMT Manager, Rift Valley and Nyanza Regions, through a letter dated 13th September 2018, effective from 1st November 2018. He held this position until 29th October 2019, when he states, he was unfairly and unlawfully dismissed by the Respondent.
4. The Respondent alleged that the Claimant breached its Code of Business Principles, and Safe Travel Policy, after an accident occurred along Kisii-Kisumu highway, on 30th August 2019, at around 11.30 hours. The Claimant was at the wheel of a car belonging to the Respondent.
5. He states that the Respondent did not investigate the accident. It failed to consider that the Claimant was hit from behind, in turn hitting another vehicle ahead of him, causing a pile-up of vehicle in the accident.
6. The Claimant urges the Court to find and declare, that termination was unfair and unlawful, and award him accrued leave pay at Kshs. 203,290; equivalent of 12 months' salary in compensation for unfair termination at Kshs. 5,322,516 – total Kshs. 5,525, 806; reinstatement; damages for discrimination and mental anguish; exemplary damages for constitutional and labour rights violations under Article 47 of *the Constitution*; costs; and interest.



7. The Respondent entered appearance on 25th February 2020, and filed its Statement of Response dated 13th October 2020. Its position is that the Claimant was employed by the Respondent, as pleaded in the Claim.
8. He violated the Respondent's cardinal rule of Motor On, Mobile off [MOMO]. This rule is part of the Respondent's Safe Travel Policy. He used his mobile phone while driving the Respondent's car, which distracted him from exercising situational awareness, thereby causing an accident.
9. He breached the Safe Travel Policy by failing to observe 3-second rule, which required him to maintain a safe distance from the car in front of him. This failure occasioned the accident.
10. He breached the Respondent's Code of Business Principles on protecting its physical, financial and intellectual property, by causing the accident, which resulted in excessive damage of the Respondent's car, registration KCV 095V.
11. He was dishonest by giving a false account of the accident to the Respondent, inconsistent with the car tracking and mobile phone records. He was aware of these records, but still refused to acknowledge his breaches.
12. He was issued a letter to show cause dated 12th September 2019. He replied on 17th September 2019. He was invited to a disciplinary hearing on 2nd October 2019. He was advised on his right to be accompanied. He attended hearing in the company of a colleague, Ruth M'mbasu. He confirmed before the hearing opened, that he understood the process. He was heard, and a disciplinary hearing report, generated, as shown in the minutes on record.
13. It was found that: the Claimant observed the resting policy, on his journey from Nairobi to Kisii, on 26th August 2019; the Respondent had sanctioned application of tint on cars used by field officers on security grounds; the Claimant had notified his line manager about the change to his permanent journey plan on 30th August 2019; he placed 13 calls from Nairobi to Kisii, and 6 calls between Kisii and Kisumu; and he was not truthful in giving account of the accident.
14. It was concluded that the Claimant made multiple calls on his journey, in breach of the Respondent's MOMO policy and failed to observe the 3-second rule by keeping safe distance from the car ahead of him. Lastly, it was concluded that the Claimant was dishonest, by giving a false account of the accident.
15. A decision was made to terminate the Claimant's contract, communicated in a letter dated 29th October 2019. He was advised on his right of appeal. He appealed by a letter dated 1st November 2019, stating that he was denied a fair hearing. He stated that the Respondent did not establish the facts, in accordance with its Human Resource Policy, under clause 24.
16. The Appeal was considered and dismissed.
17. The Respondent maintains that termination was based on valid grounds and was fairly executed. The Respondent adhered to the minimum statutory standards of fairness prescribed under Sections 41, 43 and 45 of the [Employment Act](#), 2007.
18. The Respondent urges the Court to dismiss the Claim with costs.
19. The Claimant filed a short Reply to the Statement of Response. He denies that he was in breach of the Respondent's business and safety policies, and restates that the Respondent terminated his contract unfairly.
20. The Claimant initially gave evidence and closed his case, in the absence of the Respondent, on 9th July 2021. Parties recorded a consent order to have the Claimant recalled for cross-examination, and the



- Respondent to call its witnesses. The Claimant was recalled and gave further evidence on 3rd February 2022, when he closed his case.
21. Eric Kivuva, Learned Legal Counsel for the Respondent, gave evidence on 5th October 2022 and 24th March 2023, when the hearing closed. The Claim was last mentioned in Court on 11th July 2023 when the Parties confirmed filing and exchange of their closing submissions.
 22. The Claimant told the Court that he presently works as a Regional Sales Manager, Nyanza and Rift Valley Region, for Wananchi Group Limited. He was previously employed by the Respondent. He adopted his witness statement, and documents on record as his exhibits.
 23. He was employed on 4th June 2008 as a Customer Service Representative. He left employment on 29th October 2019, in the capacity of Local Modern Trade [LMT] Manager, earning a monthly gross salary of Kshs. 443, 543.
 24. He had been conferred several accolades, for good performance. He was recognised by the Respondent's global President, for outstanding business sustainability. His record was unsullied.
 25. The Claimant narrated the events leading to termination, beginning with the allegations made against him by the Respondent; the letter to show cause; the disciplinary hearing; the appeal; and the decision to terminate his contract.
 26. He explained that there were 4 cars following each other on the date of the accident. The first car abruptly braked, causing a pile-up. The Claimant's car was hit from behind. The Claimant braked to avoid the car in front. He also swerved. The first car was making an attempt to avoid hitting some livestock that was crossing the road. It was 11.30 a.m. The Claimant called a colleague, Sales Manager Nyanza, who advised him to call his immediate Line Manager. Police came to the scene of the accident. No car had moved an inch. Police did not apportion blame to the Claimant, as shown in the police abstract.
 27. The Claimant received the letter to show cause from the Respondent. He replied. He did not fail to protect the Respondent's asset. He did not act contrary to any policy. He was innocent. The charges against him were not established. The Human Resource Policy had provision for verbal and formal warnings. These were not considered by the Respondent. Termination was malicious. The Claimant told the Court that he has since been employed by a friendlier Employer, and did not therefore wish to pursue the prayer for reinstatement.
 28. Cross-examined, he told the Court that he worked for the Respondent, for about 11 years. He was well-versed with the Respondent's safe travel policy. Investigations carried out on the accident, did not reflect what happened on the ground. The Respondent alleged that the Claimant was calling on his mobile phone, while on the road, and was not keeping his distance. He confirmed that he was issued a letter to show cause; he was called to disciplinary hearing; he attended; and was heard in the presence of his colleague.
 29. He drove regularly on assignments. It was alleged that he drove from Nairobi to Kisii nonstop. He stopped severally, and gave evidence at the hearing of these stops. The disciplinary committee gave him time to prove that he had stopped. He wrote an e-mail, expressing his inability to retrieve CCTV footage capturing his stop. He was found to be driving with his mobile phone on. He did not know if the Bluetooth in the car was on or off. He was not on call, at the time of the accident. He did not have evidence to support this. The accident occurred at 11.30 a.m.
 30. He appealed against the decision to terminate his contract. Termination was upheld. The Claimant was discriminated against. He did not have evidence of other drivers who were involved in accidents,



who were treated differently. Fair hearing was not given. There was a pile-up of cars involved in the accident. The Claimant was hit from behind, and hit the car ahead of him. He confirmed that he was paid terminal dues, indicated in the letter of termination.

31. Redirected, he told the Court that Safaricom statements exhibited by the Respondent, do not bear his name. The name indicated on the statements is Samson Osoro. He is Samuel Osoro. The statements are not certified by Safaricom. The investigation report was inconsistent, on the hour of the accident, and on the speed at which the Claimant drove, during the accident. He was exonerated, only to find new issues, raised in the letter to show cause. He was charged with dishonesty, which was not in his letter to show cause. He was abandoned by the Respondent following the accident. He did not use his phone, at the time of the accident. He last used the phone at a place called Ahero, preceding the accident.
32. Legal Counsel Eric Kivuva, relied on his witness statement and documents [in order of their listing] filed by the Respondent, dated 13th October 2020 and 6th March 2022. He urged the Court to find that the Respondent acted fairly, and dismiss the Claim with costs.
33. Cross-examined, he told the Court that the Respondent issued the Claimant the letter to show cause, following investigations carried out on the accident. There was a safety policy, christened MOMO, [motor on, mobile phone off].
34. Page 13 of the Claimant's documents contains exceptional authority to drive outside the hours. It referred to additional security steps. It modified MOMO, adopting a policy of engine on, mobile silent. The Respondent did not rely only on the old policy of MOMO.
35. The second policy regulated driving outside defined hours. The accident happened at 11.30 a.m. at Kisii, on the way back. The Claimant was driving at an average of 35kmph within the prescribed limit of 50kmph. Full tracking data was not disclosed. He was to make a stop, after every 2 hours. The Respondent stated that the Claimant drove nonstop. He availed a receipt, showing that he made a stop at Maimahiu. Kivuva told the Court that he was not familiar with the route taken by the Claimant.
36. The Respondent abandoned its claim that the Claimant did not stop, after he availed the receipt. There were 4 cars involved in the accident. The Claimant was hit from the back. It was not possible to conclude that the Claimant did not keep his distance, by observing the 3-second rule. Safaricom made reference to Samson Osoro instead of Samuel Osoro by error. The statement is not certified. The Respondent did not question other drivers. It focused on the Claimant, while Police investigated others.
37. Legal Counsel Kivuva conceded that the allegation, that the Claimant was dishonest, was not part of the allegations in the letter to show cause. Kivuva was a panellist at the disciplinary hearing. He was sure that the Claimant was accorded a fair hearing.
38. Redirected, he told the Court that the Claimant was charged with violation of the Respondent's MOMO policy. He violated the 3-second rule. He was dishonest by giving a false account of the accident. The issues in the letter of termination were captured in the letter to show cause. He was aware of the policies, having executed the same. He was bound by them. The mobile phone number in the Safaricom statements was the Claimant's. The issue concerning certification of the documents was not raised on pre-trial. The Claimant was in control of the Respondent's asset. Other drivers were not of concern to the Respondent. He was treated fairly.
39. The issues as submitted by the Parties are whether: the Respondent had valid reason[s] to justify termination; termination was executed fairly; and the Claimant is entitled to the remedies sought.



The Court Finds: -

40. The Claimant was employed by the Respondent with effect from 4th June 2008, as a Customer Service Representative. He was on an annual salary of Kshs. 864,800.
41. He successfully completed probation, and was confirmed with effect from 1st June 2009.
42. He was transferred to various stations and promoted on several occasions. He last held the position of LMT Manager Rift Valley and Nyanza Region, with effect from 1st November 2018.
43. He had been garlanded by the Respondent on various occasions, for good performance. He was selected as one of the Respondent's 2017 Heroes with Impact, and treated to a trip to the city of London, for the Change Leaders Conference. He was decorated with Selling with Purpose-Star, for outstanding business delivery with sustainability at heart. The Claimant was clearly in the good books of the Respondent, a man on the rise, until 30th August 2019, when his bubble burst. He was involved in a road traffic accident, while driving the Respondent's car, registration number KCV 095V, at a place called Masongo, between Ahero and Rabuoro in the Nyanza Region.
44. The Respondent placed blame on the Claimant, and issued him a letter to show cause why he should not be disciplined, dated 12th September 2019.
45. The letter alleged that the Claimant breached the Respondent's Code of Business Principles [COBP]; the Safe Travel Policy; the Car Benefits Policy; and the Exceptional Driving Authorization.
46. Details included that the Claimant drove the car recklessly, carelessly and or negligently, causing the accident; he had tinted the car without approval; he did not maintain the 3-second rule, binding him to keep a safe distance from the car ahead of him; he did not have situational awareness; he failed to take a rest after every 2 hours, while driving a long distance; and he failed to take necessary steps, to ensure that the Respondent's car was not damaged, wasted and/or misused.
47. The Claimant replied on 17th September 2019, denying breach of any policy. He was invited for disciplinary hearing through a letter dated 24th September 2019, to take place on 2nd October 2019 at the Respondent's offices at Industrial Area, Nairobi.
48. He was heard on 2nd October 2019 in the company of his colleague, Ruth M'mbasu. The disciplinary committee found that the Claimant had flouted MOMO policy, having placed a call on his phone a few seconds to the accident. He had placed 5 calls before the last one while driving, and 13 calls while driving from Nairobi to Kisii on 26th August 2019. Secondly, the committee found that the Claimant failed to observe the 3-second rule, to maintain a safe distance from the car in front of him. Lastly, the committee found that the Claimant was dishonest, by giving a false account of the accident, in his response to the letter to show cause.
49. The Claimant's contract was terminated through a letter dated 29th October 2019. The letter sets out the accusations made against the Claimant, and the findings of the disciplinary committee.
50. The letter states, that the Respondent did not find the Claimant culpable of failing to take a rest every 2 hours, while driving a long distance, on 26th August 2019 and 30th August 2019; he was not found culpable of applying tint on the Respondent's car; and was not found culpable of failure to adhere to his journey plan and to communicate with his line manager. These are not issues that should have preoccupied the Parties in their evidence. They were not disputed facts.
51. The letter of termination states that the Claimant was found culpable on the following grounds: -



- a. Breach of MOMO policy.
 - b. Breach of the 3-second safety rule.
 - c. Breach of Business Principles on protection of the Respondent's assets.
 - d. Dishonesty, by giving a false account of the accident, in responding to the letter to show cause.
52. The Claimant was advised on his right of appeal which he exercised unsuccessfully.
 53. His last gross monthly salary, is captured at Kshs. 443, 543 in his pay slip of October 2019.
 54. Validity of reason[s]: Dishonesty. The last ground stated by the Respondent in the termination letter, to justify termination arose from the Claimant's response to the letter to show cause.
 55. The Respondent found that the Claimant did not give a truthful account of the accident, in responding to the letter to show cause. This lack of truthfulness, was cited by the Respondent, as a ground in justifying termination.
 56. The Court does not think that the Claimant's response to the letter to show cause, could by any stretch of the imagination, form part of the grounds justifying termination.
 57. The letter to show cause, was in the nature of a preliminary enquiry, written to the Claimant to afford him an opportunity to explain why he should not be taken through the disciplinary hearing. Once the Claimant responded, the Respondent had two options- to escalate the process to disciplinary hearing or find and hold, that the Claimant had given a satisfactory response, to exculpate himself, not to warrant disciplinary escalation.
 58. It is never intended that the response to a letter to show cause, if unsatisfactory, results in additional ground justifying termination. The Claimant gave his response to the letter to show cause, and the Respondent exercised its prerogative, to find the response wanting, and in escalating the process against the Claimant to disciplinary hearing. The show cause process, ended with the escalation. Holding that the Claimant's response to the letter to show cause was dishonest, after the disciplinary hearing, was completely out of place.
 59. To endorse the position taken by the Respondent, would mean that every time an Employer issues a letter to show cause, and the response is not satisfactory, the Employee is found culpable of an employment offence, and is subjected to dismissal on account of unsatisfactory response to the letter to show cause. The Respondent misapprehended the objective of a letter to show cause, and was plainly wrong in holding that because the Claimant's response was found wanting, there was ground to terminate his contract. This ground was an overreach.
 60. Dishonesty in response to the letter to show cause, was never part of the charges that were presented to the Claimant leading to the disciplinary hearing. The Respondent prosecuted its case through Martin Macharia, and the reasons why the Claimant was before the disciplinary committee, are captured at paragraphs 6-10 of the disciplinary proceedings, subtitled 'Company's case against Samuel.' These reasons have nothing to do with dishonesty, in responding to the letter to show cause. The Respondent's witness conceded in his evidence, that the charge of dishonesty, was not among the charges in the letter to show cause.
 61. The Court does not think that the last ground in justifying termination was a valid ground, as it was based on the Claimant's account of the accident, at the show cause stage.



62. Even assuming that he repeated his explanation on show cause stage, at the disciplinary hearing, it would still amount to an overreach for the Respondent to find his explanation, to amount to a distinctive ground for dismissal. The Claimant gave his version of events as he perceived them. Dishonesty was not part of the charges over which the Claimant was taken before the disciplinary process. Unsatisfactory response to the letter to show cause and defence to the charges at the disciplinary hearing, cannot have been a distinctive and valid ground for dismissal.
63. MOMO. The first ground in justifying termination, was that the Claimant breached the Respondent's policy known by the catchy acronym, MOMO [Motor On, Mobile Off]. In plain language, the Employees of the Respondent were under policy obligation, to turn off their mobile phones, whenever and wherever, they were driving company cars.
64. The Respondent exhibited call records from service provider Safaricom, showing that the Claimant made 13 calls on his initial journey from Nairobi to Kisii, on 26th August 2019. He made 6 calls on the date of the accident, 30th August 2019, while driving from Kisii to Kisumu. He did not have an adequate defence to this charge, including on the records showing that he made one of the calls, shortly before the accident.
65. He resorted to challenging the records from Safaricom technically, on the basis that the documents were not certified by Safaricom. On this, the Court agrees with the Respondent that, it was an issue that should have been raised on pre-trial. He disputed that the name in the documents was Samson Osoro, while he is Samuel Osoro. This again was explained to be a typographical error. The mobile phone number in use, was never disputed. It belonged to the Claimant, and was used in calling while motor was on, in clear violation of MOMO. The Claimant was familiar with the policy, and all the cardinal rules under that policy, which included; no drunk driving; no making or receiving calls or texting while driving [MOMO]; wearing safety belt at all times while driving; and observing ban on night driving [9.00 p.m. to 6.a.m.].
66. The Claimant also argued that there was a second policy, styled Engine On, Mobile on Silent. This policy is to be found in a document executed by the Claimant, on 2nd September 2019, titled 'Exceptional Authority to Drive Company Vehicle Outside Defined Hours.' The Court does not think this document and argument was helpful, because the second policy applied while Employees were driving outside the defined hours. It was not made clear by the Parties what 'outside defined hours' represented, but looking at MOMO, there was a ban on night travel, between 9.00 p.m. and 6.00 a.m. Exceptional authority would perhaps apply, in event an Employee was compelled to drive at night, between 9.00 p.m. and 6.00 a.m.
67. The Claimant did not establish the relevance of the Exceptional Authority to Drive, or the relevance of the policy of Engine On, Mobile on Silent mode to his Claim. His accident occurred at 11.30 a.m. on a clear day according to his evidence, and the Court is hard-pressed to find the relevance of the exhibited Exceptional Authority to Drive.
68. 3-second rule. The Court is not able to agree with the finding that the Claimant failed to maintain a safe distance, from the car in front of him. There is evidence from the Claimant and the photographs of the accident scene exhibited by the Parties, that the Claimant was hit by another car from behind, and in turn hit the car in front on him. His car was dented on the front and the rear. It was damaged from behind, by the car behind him, and from the front upon his hitting the car ahead of him.
69. It would be difficult without some expert evidence, to conclude that the Claimant could have avoided the accident, if he had retained a 3-seconds safe distance behind the car in front. One would need a full assessment of the speed which the car behind was traveling at, and the impact the car behind, had on



Claimant's car. Was it possible for the Claimant to stop, with the force behind him propelling him, and avoid the car in front? These are matters which would require expert opinion to resolve. Neither the disciplinary panel could, nor the Court can, reasonably and with certainty, conclude that the Claimant did not keep a safe distance, hence occasioning the accident and damage to the Respondent's car. The Respondent did not demonstrate that there was reasonable ground to hold that the Claimant did not keep a safe distance.

70. Traffic Officers did not investigate the cause of the accident, and there was no form of expertise from the Police, on the accident. There is no evidence on inspection of the involved motor vehicles. Questions on the abstract form, such as - has investigation been completed; is it intended to prefer charges; name of the investigating officer; and result of investigation or prosecutions if known - are left unanswered. The Police and the Parties were content to broadcast that 'Matter Referred to Insurance.' The disciplinary committee members took to filling this evidential gap, by making their own laypersons' interpretation of accident report. Remarks such as made by panellist Malika, that by the time the Claimant stopped his car, it must have been very close to the car in front of him, were remarks of a layperson, and not expert opinion, or even evidence from the scene of the accident, to establish breach of the 3-second rule. There were no crash diagrams, to take the guesswork out of the disciplinary process. Laypersons overseeing the disciplinary process engaged in guesswork, in reconstructing the crash site, and in placing blame on the Claimant. There was no evidence to establish Claimant's liability or liability of any of the other motorists involved, or even that of the herdsman upon whom the Claimant placed liability for the accident. Learned Legal Counsel for the Respondent told the Court on cross-examination, that it was not possible, to conclude that the Claimant failed to keep a safe distance.
71. The Court is therefore not able to find support, to the Respondent's conclusion that the Claimant acted in contravention of the 3-second rule. The Respondent did not establish, that it had reasonable ground, to find the Claimant to have contravened the safe distance rule. This was not a valid ground to justify termination.
72. Breach of the Code of Business Principles. This policy requires Employees of the Respondent to protect the Respondent's physical, financial and intellectual property. The Claimant was alleged to have violated this policy, by causing the accident, according to ground 3, in the letter of termination. Did he cause the accident?
73. While the Court has agreed with the Respondent, that the Claimant breached MOMO, there is no evidence to show that the Claimant caused the accident of 30th August 2019. There was no evidence to lead to the conclusion that he did not keep a safe distance. He was driving at a speed of 60-80kmph. There was no evidence that he exceeded the maximum allowable speed for the section. The Police Officers who came to the scene as stated in the abstract, did not deem it necessary to charge the Claimant with any traffic offence. The Court has not seen any investigation report, establishing that the Claimant caused the accident. It was not even shown by the Respondent that violation of the MOMO policy by the Claimant, caused the accident. The Claimant after all, continually violated MOMO from Nairobi to Kisii on 26th August 2019, without any accident. The Court would hesitate to conclude that the Claimant caused the accident on 30th August 2019, thereby failing to protect the Respondent's car from damage.
74. The most probable cause of the accident, in the absence of expert opinion, was as explained by the Claimant. It involved: the abrupt braking by the first car to avoid hitting livestock; the first car was hit by the second car behind; the Claimant in the third car hit the second car from behind; and he was himself, hit by the fourth and the last car from behind. It was not reasonable for the Respondent to lay entire blame on the Claimant, and allege that he caused the accident, and thereby violated the Code of Business Principles on protecting the Respondent's property. It is not suggested in clear language by



the Respondent, what the Claimant would have done differently, to avoid being sandwiched in a pile-up of accident cars, along Kisii-Kisumu road. The Court does not find merit in the 3rd ground in the letter of termination, stating that the Claimant failed to protect the Respondent's property.

75. On the strength of MOMO, the Court is nonetheless satisfied that there was valid ground, under Sections 43 and 45 of the *Employment Act*, to justify termination of the Claimant's contract of employment. He made multiple calls, while driving, on 26th August 2019 and 30th August 2019. If he had stopped to make and receive calls on 19 occasions, the stops would have featured on the car tracking records, and the Claimant would have presented evidence of these stops, such as he did in responding to the allegations that he did not take a rest in his long journeys. Where did he stop to make or receive 19 calls? He made these calls while in motion. He violated MOMO, although his multiple calls were not shown to have been the cause, or the probable cause, of the accident which took place on 30th August 2019.
76. Procedure. There is no doubt in the mind of the Court that procedural fairness was observed, right from the inception of the disciplinary process to the very end.
77. The Respondent made its own internal enquiry; the Claimant was issued a letter to show cause; charges were specified; the Claimant was given time to respond, which he comprehensively did; he was invited to a disciplinary hearing, which he attended, accompanied by a colleague, Ruth M'mbasu; he and his representative were accorded the opportunity to make representations before the disciplinary committee; and the Claimant exercised his right of appeal. The decision to terminate his contract was upheld and communicated to the Claimant.
78. The Court does not find fault with the procedure, except on conversion of the Claimant's response to the letter to show cause, as a substantive ground for dismissal. This default has been addressed under substantive justification.
79. The claim that there was discrimination against the Claimant, is farfetched. Which other drivers were involved in an accident, and were treated differently from the Claimant? The Court has not been presented with evidence of comparators of any form by the Claimant, to buttress his prayer for discrimination.
80. No evidence was led, to sustain the prayers for annual leave and exemplary damages.
81. The Court in the end, is satisfied that the Claimant was dismissed on valid ground, and dismissal was executed in accordance with the minimum statutory standards of fairness, under Sections 41, 43 and 45 of the *Employment Act*.

It is Ordered: -

- a. The Claim is declined.
- b. No order on the costs.

DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY, AT NAIROBI, UNDER PRACTICE DIRECTION 6[2] OF THE ELECTRONIC CASE MANAGEMENT PRACTICE DIRECTIONS, 2020, THIS 3RD DAY OF NOVEMBER 2023.

JAMES RIKA
JUDGE

