



**Araballe v Kenya Methodist University (Employment and Labour Relations Claim 53 of 2019) [2022] KEELRC 1773 (KLR) (26 July 2022) (Judgment)**

Neutral citation: [2022] KEELRC 1773 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU  
EMPLOYMENT AND LABOUR RELATIONS CLAIM 53 OF 2019**

**HS WASILWA, J  
JULY 26, 2022**

**BETWEEN**

**MOLU MANO ARABALLE ..... CLAIMANT**

**AND**

**KENYA METHODIST UNIVERSITY ..... RESPONDENT**

**JUDGMENT**

1. The claimant instituted this suit vide a memorandum of claim dated August 14, 2019 alleging not to have been paid his salary throughout his employment with the respondent. He therefore sought for the following reliefs; -
  - a) An order compelling the respondent to pay the claimant his unpaid salary of Kshs 2,640,000/=.
  - b) Interest on the unpaid salary component at court rates for the period in arrears until payment in full or alternatively from the date of filing suit until payment in full.
  - c) The respondent to pay costs of this claim and interest on all claims listed.
  - d) The court grant any other relief as it may deem necessary to grant.
2. The summary of the claimants' case is that he was employed by the respondent as a part-time lecturer in Business Administration Department on contractual basis as from January, 2012 to April, 2016. He has served in the Respondent's Nakuru and Nyeri CBD campuses.
3. He avers that as per the employment contract, the Respondent was to pay him in two installments at determinate times by the university subject to adherence to all academic requirements. The Respondent has however failed to honor its part of the contract and his salary arrears now stand at Kshs 2,640,000/=.



4. It is the claimant averment that, throughout his employment with the respondent he dedicated his time and energy in servicing the respondent until the expiry of the contract even though he was not paid. Further that he adhered to all academic requirements which include lecturing, research, administering examinations and moderating examination, among others.
5. Due to the unlawful and unjustified refusal by the respondent to him his dues, the claimant has suffered loss and is left with no option but to seek for redress from this court.
6. The respondent entered appearance on the December 4, 2019 through the firm of Lusweti and Nabutola Company Advocates and filed a response to claim dated December 2, 2019 on December 19, 2019.
7. The respondent admitted employing the claimant under the terms indicated in the claim however denied not paying him and instead avers that the claimant, like all other lecturers, were paid on a regular basis as such the claimant was paid all his rightful dues and is not owed by the respondent.
8. It is stated that the claim does not raise any reasonable cause against the Respondent and in fact that the Claim is scandalous, frivolous, vexatious and an abuse of court process.
9. This cause was heard on the June 30, 2022, where the Claimant testified as CW-1 and stated that he is a lecturer of Economics. He relied on the witness statement dated August 2, 2019 and produced the document as appearing in the list of documents dated August 14, 2019 as his Exhibits and closed his case.
10. The respondent did not participate in the hearing of this case despite being served with the hearing Notice.
11. The claimant did not file any submission in this case and relied on the statement and documents produced therein.
12. I have examined all evidence before court.
13. As indicated above, the claimant's case proceeded undefended when the respondent though served failed to attend court during the hearing.
14. This court thus proceeded ex parte and the claimants case remains uncontroverted.
15. The claimant was able to prove he taught his students. He submitted evidence of the examination he offered over time.
16. The respondents had admitted in principle that they had employed claimant as averred and there is no evidence that he was paid all his dues as averred by the respondent.
17. I therefore find the claim by the claimant proved and I enter Judgment for the claimant as prayed for kshs.2,640,000/= less statutory deductions.
18. The respondents will pay costs of this suit plus interest at court rates with effect from the date of this Judgment.

**DATED, SIGNED AND DELIVERED IN OPEN COURT THIS 26TH DAY OF JULY, 2022.**

**HON. LADY JUSTICE HELLEN WASILWA**

**JUDGE**

**In the presence of:**



**Momanyi holding brief for Tanga for Claimant – present**

**Mrs. Moraa holding brief for Maina for Respondent – present**

**Court Assistant - Fred**

