



**Kimuu v Allied East Africa Limited (Cause 2621 of 2014)
[2022] KEELRC 4039 (KLR) (29 September 2022) (Judgment)**

Neutral citation: [2022] KEELRC 4039 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 2621 OF 2014
J RIKA, J
SEPTEMBER 29, 2022**

BETWEEN

JOSEPH MAINA KIMUU CLAIMANT

AND

ALLIED EAST AFRICA LIMITED RESPONDENT

JUDGMENT

1. This Claim proceeded for hearing *ex parte* on July 7, 2022. The Advocates engaged by the respondent were discharged from the proceedings, and the Hearing Notice served upon the Respondent in person. There was no attendance on the part of the respondent.
2. The claimant restated the contents of his Statement of Claim, which was filed on December 22, 2016. He was employed by the respondent on September 23, 2013 as a Machine Operator. He was under two separate contracts. The last was terminated by the Respondent on November 10, 2015. He states that he was not availed valid reason or reasons, to justify termination. He was not taken through a disciplinary process. He earned a monthly salary of Kshs. 25,000.
3. He prays the court to declare that termination was unfair; award him notice at Kshs. 25,000; annual leave of 3 years at Kshs. 75,000; 10 public holidays at Kshs. 28,846; and compensation equivalent of 12 months' salary at Kshs. 300,000 – total Kshs. 428,846. He prays for Certificate of Service to issue, cost, interest and any other suitable remedy.

The Court Finds: -

4. The claimant has exhibited a contract document and a renewal of contract document, to establish that he was employed respondent as a Machine Operator, between September 23, 2013 and November 10, 2015, when the respondent terminated his contract.



5. His last contract was for 1 year, beginning September 27, 2014 to September 27, 2015. The claimant was allowed to continue working after the end date. He continued working until November 10, 2015. Having allowed the claimant to continue working after the contractual period, the respondent did not advise him on reason or reasons justifying termination on November 10, 2015.
6. There were no allegations of any nature made against the claimant. There was no letter to show cause. There was no disciplinary hearing. The claimant was simply advised to leave.
7. There is no evidence to contradict the claimant. The court is persuaded that termination was unfair.
8. The claimant worked for about 2 years. He has not justified the prayer for equivalent of 12 months' salary, in compensation. The court is inclined to award equivalent of 6 ½ months' salary in compensation for unfair termination at Kshs. 150,000.
9. Other prayers are granted unadulterated, as prayed.

In Sum, It Is Ordered: -

- a. It is declared that termination was unfair.
- b. The respondent shall pay to the claimant 6 ½ months' salary in compensation for unfair termination at Kshs. 150,000; notice at Kshs. 25,000; annual leave at Kshs. 75,000; and public holidays at Kshs. 28,846 – total Kshs. 278,846.
- c. Certificate of Service to issue.
- d. Costs to the claimant.
- e. Interest allowed at court rates, from the date of Judgment till payment is satisfied in full.

DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY, AT NAIROBI, UNDER THE MINISTRY OF HEALTH AND JUDICIARY COVID-19 GUIDELINES, THIS 29TH DAY OF SEPTEMBER 2022.

JAMES RIKA

JUDGE

