



**Nganga v Rural Development Solution Limited (Cause 260 of 2017)
[2021] KEELRC 2331 (KLR) (19 May 2021) (Judgment)**

Rahab Wambui Nganga v Rural Development Solution Limited [2021] eKLR

Neutral citation: [2021] KEELRC 2331 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT ELDORET**

CAUSE 260 OF 2017

NJ ABUODHA, J

MAY 19, 2021

BETWEEN

RAHAB WAMBUI NGANGA CLAIMANT

AND

RURAL DEVELOPMENT SOLUTION LIMITED RESPONDENT

JUDGMENT

1. The Claimant herein averred that she was employed by the respondent on 13th July, 2015 as a Sales and Marketing Manager. Her monthly salary was stated as Kshs. 80,000/= . She worked for the respondent until 31st August, 2017 when the respondent wrongfully and orally terminated her services.
2. According to the Claimant, the respondent never followed the right procedure when terminating her service. Further, upon termination of her service the respondent never paid her terminal dues which she now claimed.
3. The respondent filed a response through Kirwa and Company Advocates in which it stated among others that the Claimant was never terminated but chose to leave employment on her own volition and breach of the terms of her contract. The respondent further stated that since the Claimant left employment on her own, she was not entitled to the terminal benefits sought.
4. By an application dated 8th November, 2019 Ms Mwakio, Kirwa sought leave of Court to cease acting for the respondent. The application was granted on 27th November, 2019.
5. The respondent neither hired the service of another advocate nor defended the suit when it came up for hearing on 10th march 2021. The same therefore proceeded ex parte.



6. At the hearing the Claimant stated that she adopted her statement recorded on 22nd September, 2017 as her evidence in Chief, she also relied on the documents filed with the claim and further list dated 4th June, 2018.
7. It was her evidence that she was verbally terminated on 31st August, 2017. She denied deserting duties. According to her, she went on maternity leave and when she returned in August, 2017 her boss talked to her and said he had issues with KRA and was sending her a backdated resignation letter. The letter was dated 1st April, 2016 and sent to her on 7th August, 2017. She never signed the resignation letter.
8. The Claimant further stated that she sought to be paid in lieu of notice and her unpaid salary for a year. She was only paid Kshs. 310,000/= leaving a balance of Kshs. 1,290,000/=. It was further evidence that she never went on leave for two years and therefore sought to be paid in lieu of leave. The Claimant also sought to be paid service pay.
9. As stated, this matter proceeded as undefended cause. The court therefore did not have the benefit of hearing the respondent's evidence and rebuttal to the Claimant's allegations. The court will therefore award the Claimant as prayed in the statement of claim. That is to say.
 - (a) One months' salary in lieu of notices 69,565
 - (b) Unpaid salary from January, 2016 to August, 2017 (80,000 X 20 months less Paid) 1,290,000
© Unpaid leave dues 139,000 1,498,695/
10. No award will be made for severance pay since the Claimant was never declared redundant. The Claimant shall further have costs of the suit.
11. It is so ordered.

DATED AT ELDORET THIS 19TH DAY OF MAY, 2021

DELIVERED AT ELDORET THIS 19TH DAY OF MAY, 2021

SIGNED BY: HON. JUSTICE J. N. ABUODHA

THE JUDICIARY OF KENYA.

ELDORET ELRC

EMPLOYMENT AND LABOUR RELATIONS COURT

DATE: 2021-05-19 04:05:35+03

