



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

**CAUSE NO. E 724 OF 2020**

**BETWEEN**

**JOHN WONDER ODONGO.....CLAIMANT**

**VERSUS**

**AFC LEOPARDS SPORTS CLUB.....RESPONDENT**

*Rika J*

*Court Assistant: Emmanuel Kiprono*

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*J.W. Wachira Advocates, for the Claimant.*

*No appearance for the Respondent.*

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**JUDGMENT**

1. Legendary Kenyan soccer side AFC Leopards, has been sued by Footballer, John Wonder Odongo.
2. In his Statement of Claim filed on 10<sup>th</sup> November 2020, the Claimant states he was signed by the Respondent, through a contract dated 13<sup>th</sup> August 2019, as a Footballer. He was to play for the Respondent for 3 years, commencing on this date. His salary was Kshs. 60,000 monthly. The contract was anchored on the Employment Act 2007.
3. He states that he played with passion and diligence.
4. On or around 23<sup>rd</sup> August 2020, he received a phone call from Respondent's offices, to collect his letter of termination. He availed himself and was handed a release letter, authored by Respondent's Secretary, dated 24<sup>th</sup> August 2020. It was alleged that release was by 'mutual agreement.'
5. The Claimant rejected the letter, as he had not agreed with the Respondent, to terminate his contract, as suggested in the letter.
6. On the same date, the Claimant issued a demand letter to the Respondent for an outstanding amount of Kshs. 643,000 under the contract. The Claimant states that the Respondent admitted indebtedness but declined to pay, prompting the filing of the Claim.
7. He prays the Court to find that termination was unfair and unlawful. There was no notice, no hearing and no reason or reasons, advanced by the Respondent to justify termination.
8. He prays for Judgment against the Respondent for: -
  - a. Declaration that termination was unlawful and unfair, or wrongful.

- b. Compensation equivalent of 12 months' salary.
- c. Notice pay equivalent of 3 months' salary.
- d. Salary arrears of Kshs. 301,000.
- e. Sign-up fees of Kshs. 200,000.
- f. Win allowances of Kshs. 22,000.
- g. Certificate of Service.
- h. General and exemplary damages.
- i. Costs and interest.
- j. Any other suitable remedy.

9. The Respondent filed nothing by way of response. The Claim was heard *ex parte*, on 30<sup>th</sup> September 2021. The Claimant restated the contents of his Statements of Claim and Witness on record, and adopted his Documents. The Claim was last mentioned in Court on 19<sup>th</sup> October 2021, when the Claimant confirmed the filing of his Final Submissions, and Judgment reserved for 16<sup>th</sup> December 2021. Judgment however is ready for delivery a week earlier – 10<sup>th</sup> December 2021.

**The Court Finds: -**

- 10. The Claim is undefended, and unequivocally admitted.
- 11. The contract between the Parties dated 13<sup>th</sup> August 2019 is undisputed.
- 12. Its formal and substantive validity is undisputed.
- 13. The Respondent issued a letter dated 24<sup>th</sup> August 2020, addressed 'to whom it may concern,' terminating the Claimant's footballing contract.
- 14. The letter, though not addressed to the Claimant, was on advice of the Respondent, collected by the Claimant from Respondent's offices.
- 15. Termination was before the contractual date of termination, 31<sup>st</sup> July 2022.
- 16. The letter states untruthfully, that the Claimant had been released by the Respondent, through 'mutual agreement.' There is no evidence at all, that termination was consensual.
- 17. It is established that the Claimant was registered by the governing football body, Football Kenya Federation [FKF], as a Football Player for Kenya Premier League [KPL] 2019-2020 season. His certificate of registration is exhibited.
- 18. In the release letter, the Respondent concedes owing the Claimant some of the items, sought in this Claim. These include: -
  - a. August 2020 salary of Kshs. 60,000.
  - b. A month's salary, in lieu of notice at Kshs. 60,000.
  - c. Outstanding sign-on fees of Kshs. 200,000.
  - d. Win allowances of Kshs. 22,000.
  - e. Salary arrears of Kshs. 301,000.
- 19. The Respondent unilaterally undertook in the release letter, to pay the debt in instalments of 12 months, from 24<sup>th</sup> August 2020.
- 20. The 12 months lapsed in August 2021, and nothing had been paid to the Claimant, save perhaps for August 2020 salary, which is not part of the Claimant's prayers.
- 21. Termination was unfair. There were no disciplinary or performance-related issues, raised by the Respondent against the Claimant, leading to termination. There was no hearing of any colour, hue, or form. The Claimant was just slammed with a letter addressed to 'whom it may concern,' terminating his contract of employment. Termination did not meet the basic standards of fairness under Sections 41, 43 and 45 of

the Employment Act 2007.

22. There was a balance of 24 months, left to the end of the Claimant's 3-year contract. The Claimant expected to play football for AFC Leopards, to the end of his contract. He did not contribute in any way, to the decision terminating his contract. He was paid nothing on termination. The Respondent acknowledged indebtedness and undertook to pay the Claimant, within its own timelines. Nothing was paid. The Claimant merits maximum statutory compensation for unfair termination.

23. The contract provided for termination notice of 1 month. It is not clear why the Claimant seeks notice pay equivalent of 3 months' salary.

24. The Claim, on the whole, is undefended; it is unequivocally admitted; jurisdiction is uncontested; and the Claim is hereby allowed.

**IT IS ORDERED:** -

*a. It is declared that termination was unfair and unlawful.*

*b. The Respondent shall pay to the Claimant: equivalent of 12 months' salary in compensation for unfair termination at Kshs. 720,000; a month's salary, in lieu of notice at Kshs. 60,000; salary arrears at Kshs. 301,000; sign-on fees at Kshs. 200,000; and win allowances at Kshs. 22,000 – total Kshs. 1,303,000.*

*c. Certificate of Service to issue.*

*d. Costs to the Claimant.*

*e. Interest on the principal sum is allowed at court rates, from the date of Judgment, till payment is made in full.*

**DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY AT NAIROBI, UNDER THE MINISTRY OF HEALTH AND JUDICIARY COVID-19 GUIDELINES, THIS 10<sup>TH</sup> DAY OF DECEMBER 2021.**

**James Rika**

**Judge**