



**REPUBLIC OF KENYA**

**IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI**

**CAUSE 2103 OF 2017**

*(Before Hon. Lady Justice Hellen S. Wasilwa on 30<sup>th</sup> April, 2020)*

**EDWIN KIPNGENO ROTICH .....CLAIMANT**

**VERSUS**

**KENYA INSTITUTE OF STUDIES**

**IN CRIMINAL JUSTICE .....RESPONDENT**

**JUDGEMENT**

1. The Claimant filed a Statement of Claim on 18/10/2017 for his non-remitted salary. He avers that he was employed by the Respondent as a Tutor/Lecturer vide two contracts dated 8/9/2015 and 23/1/2016 on both part time and full time basis.
2. He avers that the Respondent refused to pay his salary being a sum of Kshs.61,875 and Kshs.71,250 respectively for the two training contracts.
3. He seeks the following prayers:-
  - a. *The sum of Kshs. 133,125*
  - b. *Costs of this suit*
  - c. *Interest on (a) and (b) above from date of filing till payment at court rates*
  - d. *Any other relief that this court deems fit to grant*

4. The Respondent neither entered appearance nor filed a response to the claim. Hence, the suit proceeded as an undefended cause.

**Claimant's case**

5. The Claimant CW1, adopted his witness statement dated 17/10/2017 as his evidence in chief. He stated that in his contract for the September-December 2015 academic calendar, he taught 3 units on a fulltime basis for 15 weeks, at a duration of 1 hour 30 minutes. He stated that in the Saturday classes, he lectured 3 units for a period of 1 hour 2 minutes for 15 weeks.
6. He stated that he thereafter entered into a second contract with the Respondent for the January- April 2016 academic calendar. He averred that in respect of full time classes he lectured 3 units on Wednesdays as per the time table which lasted 1.5 hours for 5 weeks. He averred that he lectured 4 units on Saturdays which lasted 1.25 hours for a duration of 15 weeks.
7. He averred that the tabulation of his pay in both training contracts was at the rate of Kshs. 500 per hour per day. He averred that after the January-April academic calendar, the Respondent was experiencing some financial challenges, it longer opened up prompting him to look for alternative employment.
8. He stated that after the Respondent resumed operations, he followed up on his payments but instead the respondent frustrated him and refused to make good its part of the bargain.

**Claimant's submissions**

9. The Claimant submits that pursuant to the contract dated 8/9/2015, he lectured on fulltime and part-time basis totaling 67.5 hours and 52.25 hours thus he is owed a sum of Kshs. 61,875. In respect of the contract dated 23/1/2016 he submits that he 65.7 hours fulltime and 75 hours at the sum of Kshs.71,250.

10. He submits that his claim is uncontroverted thus he is entitled to the reliefs sought. He further submits that since costs follow the event and are awarded at the discretion of the Court under section 27 of the Civil Procedure Act, he is entitled to the sum of Kshs. 133,125, costs and interest as prayed for

11. I have examined the evidence of the Claimant herein and his submissions the matter having proceeded exparte. The evidence of the Claimant remained uncontroverted. I find that the Claimant proved his case as expected.

12. I find for the Claimant and I award him as prayed Kshs.133,125/= plus costs and interest at Court rates with effect from the date of filing suit.

Dated and delivered in Chambers via Zoom this 30<sup>th</sup> day of April, 2020.

**HON. LADY JUSTICE HELLEN WASILWA**

**JUDGE**

**In the presence of:**

No appearance for Parties