



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT OF
KENYA AT NAIROBI
CAUSE NUMBER 200 OF 2018

ABIERO PETER OKOTH.....CLAIMANT

VERSUS

RAFIKI MICRO-FINANCE BANK

KENYA LIMITED.....1ST RESPONDENT

CHASE BANK (KENYA) LIMITED.....2ND RESPONDENT

RULING

1. By a motion dated 16th March, 2018 the 2nd respondent sought to be struck out of the suit for the reason that the claimant has never been its employee and that the 1st and 2nd respondents are two distinct companies hence one cannot infer that an employment contract with the 1st respondent is also binding on the 2nd respondent.
2. The claimant in his replying affidavit admitted that there was no direct employment contract between himself and the 2nd respondent, however his employment contract was as between the 1st respondent which was a subsidiary of the 2nd respondent.
3. The claimant's letter of confirmation to employment was issued by the 1st respondent. His termination letter was also issued by the 1st respondent. The foregoing coupled by his own admission that his contract of employment was between himself and the 1st respondent clearly shows that the 2nd respondent was improperly joined in the suit.
4. The 1st and 2nd respondent are two distinct corporate personalities and the fact that the 1st respondent is a subsidiary of the 2nd respondent does not import the 1st respondent's contractual obligations towards the claimant to the 2nd respondent.
5. The application is therefore allowed with the consequence that the 2nd respondent is struck off the suit. Costs to the 2nd respondent.
6. It is so ordered.

Dated at Nairobi this 14th day of June, 2019

Abuodha J. N.

Judge

Delivered this 14th day of June, 2019

Abuodha J. N.

Judge

In the presence of:-

.....for the Claimant and

.....for the Respondent.