



REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI

CAUSE NO. 660 OF 2017

LUKE OCHIENG OWINO

CLAIMANT

v

GOR MAHIA F.C.

RESPONDENT

RULING

1. Luke Ochieng Owino (Claimant) instituted legal proceedings against Gor Mahia F.C. (Respondent) on 7 April 2017 and he stated the Issue in Dispute as Respondent's unlawful /unfair termination to the Claimant.

2. On 23 May 2017, the Respondent filed a Notice of Preliminary Objection on the following terms

TAKE NOTICE that at the hearing of the statement of Claim dated 3rd April 2017 the Respondent's counsel shall raise the following Preliminary Objection seeking reference of this Claim to the Dispute Resolutions Tribunal of the Kenya Premier League on the following grounds;

a) **THAT** pursuant to Clause 22 of the Kenya Premier League Contract of Employment for Footballers and in accordance with the Kenya Premier League Rules, all disputes arising out of or relating to the contract including the termination or consequences of termination thereof shall be referred to the Dispute Resolution Tribunal of the Kenya Premier League.

b) **THAT** this Honourable Court therefore lacks jurisdiction to hear and determine the matter and consequently the suit is unsuitable and must be struck out.

3. The Claimant filed a replying affidavit in opposition to the Preliminary Objection on 28 February 2018 and the Court took arguments on 1 March 2018.

4. In terms of clause 22 of the Contract of Employment for Footballers which was annexed to the Statement of Claim, the first port of call in disputes arising out of or relating to the contract is arbitration in terms of rules put in place by the Kenya Premier League.

5. Although the Claimant asserted in the replying affidavit that he had visited the offices of the Kenya Premier League severally, he did not produce any documentary proof that he had referred the dispute to the appropriate body.

6. The Claimant did not even disclose the dates of the visits and the officers who attended to him.

7. The Court is satisfied that the Claimant ought to exhaust the contractually agreed dispute resolution mechanisms before the Court can be legally seised with the cause.

