



REPUBLIC OF KENYA

IN THE EMPLOYMENT & LABOUR RELATIONS COURT

AT NAIROBI

CAUSE NO. 2381 OF 2012

(Before Hon. Justice Mathews N. Nduma)

CADEMUS NATWAT SIRENGO.....CLAIMANT

VERSUS

KAMSI TRADING COMPANY LIMITED.....RESPONDENT

J U D G M E N T

1. The Claimant was an employee of the Respondent in position of an accountant from 29th February, 2012. The Claimant was entitled to a net monthly salary of Kshs.70,000 per month. The Claimant states that upon employment, he only received one month salary and the Respondent whose owner Mr. Muyali Kambale was domiciled in the Congo failed and or neglected to pay his salaries. That he continuously demanded to be paid arrear salary. The Director kept giving promises that were not fulfilled until the Claimant resigned from employment on 29th February, 2012. The Claimant stated that he was a certified public accountant of Kenya and a member of (KPAK) No. 1290.
2. The Claimant prays to be paid nine (9) months arrear salary in the sum of Kshs.630,000 with interest and costs.
3. The Claimant produced a cheque of Kshs.70,000 paid vide ECO Bank Towers Branch to the Claimant on 5th July, 2011, being the first and only salary paid to the Claimant by the Respondent.
4. The Claimant also produced a demand letter dated 21st June, 2012 written to the Respondent by Edwin Mukele Advocate demanding payment of Kshs.630,000. The demand letter was not heeded to hence the suit.
5. The Respondent was represented by Kinuthia Kahindi & Co. Advocates who filed a statement of response to the claim on 31st July, 2013 in which there is a bare denial that the Claimant was ever employed by the Respondent as an accountant at a net salary of Kshs.70,000 a month.
6. In the same vein, the Respondent averred that the Claimant's services were out sourced and he was paid Kshs.70,000 and left on his own volition after he finished his services.
7. The Respondent did not dispute that the Claimant had offered nine months service to the Claimant but instead made a further bare denial that the Respondent did not owe the Claimant any arrear salary.
8. The Claimant testified under oath in support of the particulars of claim. The Claimant was subjected to very close cross examination by Mr. Obura for the Respondent but the Claimant comes forth as a truthful and candid witness.
9. The Respondent did not call any witness to rebut the testimony by the Claimant.
10. The court finds that the Claimant proved his case on a balance of probabilities in terms of section 107, 108 and 109 of the Evidence Act, cap 80 Laws of Kenya.
11. The court awards the Claimant as set out in the statement of claim.
12. Judgment is entered in favour of the Claimant as against the Respondent as follows:-

- a. Kshs.630,000 being nine (9) months arrear salary.
- b. Interest at court rates from the date the suit was filed till payment in full.
- c. Respondent to pay costs of the suit.

Judgment Dated, Signed and delivered this 12th day of October 2018

Mathews N. Nduma

Judge

Delivered and signed in Nairobi this 26th day of October 2018

Maureen Onyango

Judge

Appearances:-

Mr. Mukele for Claimant

Mr. Obura for Respondent

Daniel Ngumbi : Court Clerk