



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE NO. 1204 OF 2017

SAMWEL ODERO ONYANGO.....CLAIMANT

VERSUS

BEDROCK HOLDING SECURITY LTD.....RESPONDENT

JUDGMENT

1. Samwel Odero Onyango (Claimant) notified Bedrock Holding Security Ltd (Respondent) of his intention to resign through a letter dated 8 September 2016.
2. The Respondent accepted the resignation and advised the Claimant that his final dues would be paid after clearance.
3. On 27 January 2017, the Respondent wrote to the Claimant instructing him to collect the final dues on 21 April 2017.
4. It appears that the Claimant disputed the computation of the final dues for on 27 June 2017 he instituted legal proceedings against the Respondent seeking what he called *special damages*.
5. The Respondent filed a *Response* on 24 July 2017 admitting owing the Claimant Kshs 17,175/- on account of accrued leave and uniform refund.
6. The Cause was heard on 19 November 2018 and the Claimant and the Respondent's Branch Manager testified.
7. The Court has considered the pleadings and evidence on record.
8. The Claimant was a *lay person* acting for himself and even without applying the strict legal principles in cases of *special damages*, the Court finds that his evidence was so vague and incoherent such as to demonstrate or prove the *special damages*/final dues sought.
9. The dues sought included contributions amounting to Kshs 16,800/- said not to have been remitted to the *National Social Security Fund*.
10. The Claimant did not file or produce a Statement of Account from the Fund to show contributions were not remitted.
11. The Claimant also sought Kshs 6,000/- alleged to be due as a result of having been asked to take charge of guards deployed to Kenya Power Kileleshwa substation.

12. The Claimant did not produce any record/evidence to show that he was put in charge of other guards at Kileleshwa or that there was an agreement for extra remuneration.

13. Equally, the Claimant alleged that he did not get off days or monthly benefits but did not give any particulars of the days or of the monthly benefits and whether the benefits were anchored on contract.

14. The Claimant resigned and cannot legally lay claim to 3 months' pay in lieu of notice.

15. The Claimant further sought refund of monies paid as rent and for electricity bills for 2 years, the period he stated he had been forced to stay in Nairobi waiting for the conclusion of this Cause. No receipts were filed to prove the payments.

16. In respect to leave and uniform refund, the Court will accept the admission by the Respondent and allow the heads of claim in the sum of Kshs 17,175/-.

Conclusion and Orders

17. Save for the admitted Kshs 17,175/-, the Court finds no merit in the Cause and orders it dismissed. Costs of Kshs 10,000/- to the Claimant.

Delivered, dated and signed in Nairobi on this 7th day of December 2018.

Radido Stephen

Judge

Appearances

Claimant acting in person

For Respondent Mr. Otieno instructed by Ongoya & Wambola Advocates

Court Assistant Mamo