



REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT OF KENYA AT NYERI

CAUSE NO. 146 OF 2016

JOHN MAINA WAHOME.....CLAIMANT

VERSUS

VEGPRO (K) LTD-KITAWI FARMRESPONDENT

(Before Hon. Justice Byram Ongaya on Wednesday, 19th July, 2017)

JUDGEMENT

The claimant seeks judgment against the respondent for:

- a) Salary for April 2013 Kshs.5,500/=.
- b) One month pay in lieu of Notice Kshs.5,500/=.
- c) House allowance for April 2013 Kshs.1,500/=.
- d) Damages for wrongful termination Kshs.33,000/= being 6 months' salaries.
- e) Redundancy pay Kshs.11, 000/=.
- d) Certificate of service.
- e) Costs of the suit plus interest.
- f) Any other just relief.

The court has considered the pleadings and the evidence and makes findings as follows:

- (1) The evidence is clear that the claimant was paid salary and allowances for April 2013 and the prayers in that regard will fail.
- (2) The court returns that due process of notice and a hearing was not followed in the termination as envisaged in section 41 of Employment Act, 2007. Further the claimant was locked out and the same amounted to constructive termination. In view of the warnings on record, the court awards him Kshs.16, 500/= being 3 months' salaries under section 49 (1) (c) of the Act for the unfair termination.
- (3) The claimant is awarded one month pay in lieu of termination notice Kshs.5,500/=.

(4) He is entitled to certificate of service.

(5) Costs of the suit are awarded and fixed at Kshs.20, 000/=.

(6) He is not entitled to redundancy dues as claimed as there was no redundancy involved.

In conclusion Judgment is hereby entered for claimant against the respondent for:

(1) The respondent to pay the claimant **Kshs.42, 000/=** by 01.09.2017 failing interest to run at court rates.

(2) Certificate of service be delivered by 01.09.2017.

Signed, dated and delivered in court at **Nyeri** this **Wednesday, 19th July, 2017.**

BYRAM ONGAYA

JUDGE