



**REPUBLIC OF KENYA**

**IN THE EMPLOYMENT AND LABOUR RELATIONS COURT OF KENYA AT NYERI**

**CAUSE NO.19 OF 2015**

**(FORMERLY CIVIL CASE NO. 99 OF 2006 IN THE SENIOR RESIDENT MAGISTRATE'S COURT AT NANYUKI)**

**STANLEY MURUNGI MBACHA.....PLAINTIFF**

**VERSUS**

**S.S. MEHTA.....DEFENDANT**

(Before Hon. Justice Byram Ongaya on Friday, 7<sup>th</sup> October, 2016)

**JUDGMENT**

The plaintiff filed the plaint on 05.06.2006 through G.O. Ombachi & Company Advocates. The plaintiff prayed for judgment against the defendant for:

- (a) Kshs. as per paragraph 4 and 5 of the plaint.
- (b) Costs and interest of the suit.
- (c) Any other relief the honourable court may deem just and fit to grant.

In paragraph 4 the plaint stated that on or about 10.01.2005 the defendant without notice unlawfully terminated the plaintiff's services without settling the plaintiff's dues (particulars of which shall be furnished at the hearing hereof).

In paragraph 5 the plaint stated that the plaintiff's claim against the defendant was for unpaid leave, tool allowance, unpaid holidays, salary in lieu of notice, and under payment (particulars of which shall be furnished at the hearing hereof). The plaint was subsequently amended liquidating the claim to a sum of Kshs. 63, 040.00.

The defendant appointed Wanjohi & Company Advocates to act in the matter but the same firm applied to cease acting and was allowed by the court order given on 28.09.2016 to cease acting. The defendant did not file a defence and did not attend the hearing. The plaintiff testified to support his case.

The plaintiff testified that he worked as a chainman as employed in the defendant's survey works from January 2003 to January 2005. He was paid Kshs. 165.00 per day. He was not given annual leave and so he filed suit. Plaintiff witness no. 2(CW2) testified to confirm that the plaintiff worked for the defendant but the plaintiff was not paid terminal dues like the other workers who had been paid at the labour office upon their termination of employment.

In absence of the defence and in view of the evidence, the court finds that the plaintiff has established his claim for Kshs. 63, 040.00 as prayed for.

In conclusion, judgment is hereby entered for the plaintiff against the defendant for:

(a) The defendant to pay the plaintiff **Kshs. 63, 040.00** by 01.11.2016 failing interest to be payable thereon at court rates from the date of the suit 05.06.2006 until full payment.

(b) The defendant to pay costs of the suit.

**Signed, dated and delivered** in court at **Nyeri** this **Friday, 7<sup>th</sup> October, 2016.**

**BYRAM ONGAYA**

**JUDGE**