



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT

AT NAIROBI

CAUSE NUMBER 1134 OF 2014

CHRISTOPHER MWANGI NDIRANGU.....CLAIMANT

VERSUS

STEWAN GENERAL TRADING COMPANY LIMITED....RESPONDENT

JUDGMENT

1. This cause proceeded as an undefended cause when it became clear that the respondent though served, never entered appearance nor filed a defence/response to the claim.
2. According to the Claimant, he was employed on 26th September, 2011 as an accountant on a fixed term basis. He rendered his services until 13th of March, 2013 when he tendered his notice of termination of contract which was to take effect from 14th March 2013.
3. In this said notice he asked to be paid for his unutilized leave days or be allowed to proceed on leave during the notice period. He averred that the respondent agreed to the latter option and allowed him to go on leave. The respondent however defaulted or refused to pay the claimant his lawful dues. The claimant therefore seeks the order of the Court for the payment of his dues.
4. The contract of employment attached to the claimant's memorandum of claim provides at clause 8.1 that the contract can be terminated by either party giving 1 calendar month's notice or payment lieu thereof. The claimant by an email dated 13th March 2013 gave one month's notice to run from 14th March, 2013 during which period he requested to go on what may be called terminal leave and to which the respondent acceded to.
5. The contract of employment as well as the Employment Act provides for the procedure of ending employment relationship. The Act only applies where the notice period is not stipulated in the contract. The Court in the circumstances does not understand why the respondent did not honour its obligations as per the contract which it signed.
6. The Court in the circumstances awards the claimant his prayers as stated in the memorandum of claim. That is to say

(a) One month salary for the period on leave.....91,990.00

(b) 16 days of unutilized leave.....49,828.00

141,818.00

(c) Costs of the suit.

7. It is so ordered

Dated at Nairobi this 10th day of July 2015

Abuodha J. N.

Judge

Delivered this 10th day of July 2015

In the presence of:-

.....for the Claimant and

.....for the Respondent.

Abuodha J. N.

Judge