



**REPUBLIC OF KENYA**

**IN THE INDUSTRIAL COURT OF KENYA AT NAKURU**

**CAUSE NO. 379 OF 2013**

**ELVIS KIPCHUMBA.....CLAIMANT**

**- VERSUS -**

**M.C. TOET TRANSPORTERS LIMITED.....RESPONDENT**

(Before Hon. Justice Byram Ongaya on Friday 16<sup>th</sup> May, 2014)

**JUDGMENT**

The claimant **Elvis Kipchumba** filed the memorandum of claim on 30.10.2013 through Manyoni Orina & Company Advocates. The claimant prayed for judgment against the respondent for:

- a. **Declaration that his termination was unfair and unlawful.**
- b. **Three months salary in lieu of notice.**
- c. **Gratuity payment.**
- d. **Accrued leave.**
- e. **Compensation for unlawful termination.**
- f. **Certificate of service.**
- g. **Costs and interest.**
- h. **Any other relief that this honourable court may deem fit and just to grant.**

Despite service, the respondent did not enter appearance, file a memorandum of response or attend at the hearing.

The case was fixed for hearing on 8.05.2014. The claimant's counsel opted not to call any witness but to rely on the pleadings and documents as filed for the claimant. The claimant's counsel requested for directions on judgment and the court directed that the judgment would be delivered on 16.05.2014.

The court has perused the memorandum of claim, the verifying affidavit and the documents filed for the claimant. The memorandum of claim sets out the facts of the claimant's case and the verifying affidavit verifies the allegations as true. That is all that is before the court.

There is no oral or affidavit evidence to establish the claims and prayers as made in the memorandum of claim. In the circumstances, the court finds that there is no evidence on record to justify the making of the judgment and orders as prayed for.

In conclusion, the memorandum of claim is dismissed with no orders on costs.

**Signed, dated and delivered** in court at Nakuru this **Friday 16<sup>th</sup> May, 2014.**

**BYRAM ONGAYA**

**JUDGE**