



**Avula v Royal Group Industires (K) Limited (Cause 21 of 2019)  
[2024] KEELRC 13608 (KLR) (31 October 2024) (Judgment)**

Neutral citation: [2024] KEELRC 13608 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU  
CAUSE 21 OF 2019  
DN NDERITU, J  
OCTOBER 31, 2024**

**BETWEEN**

**ALEX DIRU AVULA ..... CLAIMANT**

**AND**

**ROYAL GROUP INDUSTIRES (K) LIMITED ..... RESPONDENT**

**JUDGMENT**

**I. Introduction**

1. Through S. K. Mburu & Co. Advocates the claimant initiated this cause by way of a memorandum of claim dated 15<sup>th</sup> March, 2019, filed in court on even date. However, with the leave of the court, the claimant amended his memorandum of claim on 16<sup>th</sup> December, 2021 filed in court on 17<sup>th</sup> December, 2021.
2. The original memorandum of claim was accompanied with a verifying affidavit sworn by the claimant, his written statement, a list of documents, and copies of the listed documents that he relied on and produced as exhibits during the trial. The claimant filed a further witness statement dated 16<sup>th</sup> December, 2021 filed on 17<sup>th</sup> December, 2021.
3. In the amended memorandum of claim, the claimant is seeking for the following reliefs –
  - a. That there be a declaration that the claimant’s fundamental rights and freedoms under Article 27(1), (2) of *the Constitution* of Kenya, have been and were grossly violated by the respondent.
  - b. That general damages, exemplary damages and aggravated damages under Article 23(3) of *the Constitution* of Kenya for the unconstitutional conduct of the respondents, be awarded to the claimant.



- c. That a declaration be made to the effect that the claimant's termination was unlawful and unjustified as the same was not within the ambits of the Employment Act 2007, and other employment laws.
  - d. That the claimant herein be awarded 12 months compensation for the unlawful and unjustified termination as provided under section 49(c) of the Employment Act.
  - e. That the respondent herein to pay the claimant one month's pay in lieu of notice as provided in the Employment Act.
  - f. That the respondent herein to pay the claimant all the monies emanating from underpayment for the total period of time the claimant worked for the respondent.
  - g. That the Court be pleased to order for payment of dues emanating from normal overtime which remains unpaid for the period of time the claimant worked from the respondent.
  - h. That the Court be pleased to order for payment of dues emanating from off days/rest days which remains unpaid for the period of time the claimant worked for the respondent.
  - i. That the Court be pleased to order for payment of dues emanating from working on public holidays which remains unpaid.
  - j. That the respondent herein to pay the claimant all the dues for his annual leave that was not taken for the year worked.
  - k. That the respondent to pay the claimant herein all the dues for severance pay calculated at the rate of 15 days for every year worked.
  - l. That the respondent to pay the claimant herein all the dues for service pay calculated at the rate of 15 days for every year worked.
  - m. That the respondent herein to issue the claimant with a certificate of service.
  - n. That the to pay the cost and interest on all the claims listed.
  - o. That the Court may grant any other relief as it may deem necessary to grant.
4. The claimed sum of Kshs1,492,339.07 is made up as follows –
- a. General damages/exemplary damages for breach of constitutional rights
  - b. Compensation ..... Kshs197,551.08
  - c. Notice pay ..... Kshs14,315.30
  - d. Underpayments ..... Kshs80,832.62
  - e. Off days/rest days ..... Kshs322,063.14
  - f. Public holidays ..... Kshs158,438.16
  - g. Annual leave pay ..... Kshs60,943.22
  - h. Normal overtime pay ..... Kshs571,133.79
  - i. Service pay ..... Kshs43,530.88
  - j. Severance ..... Kshs43,530.88
- Total Kshs1,492,339.07



- k. Certificate of service
5. The respondent, a private limited liability company, entered appearance through Kagwe Kamau & Karanja Company Advocates. The respondent initially filed a response to the memorandum of claim on 12<sup>th</sup> November, 2019. However, after the claimant amended his memorandum of claim as alluded to above, the respondent filed an amended response to the memorandum of claim on 10<sup>th</sup> February, 2022 seeking that the entire cause be dismissed with costs for lack of merits.
  6. Alongside the original response to the claim, the respondent filed a list of witnesses, a witness statement by Tom Oyier (RW1), a list of documents, and copies of the listed documents.
  7. This cause came up for hearing on 27<sup>th</sup> March, 2023 in open court when the claimant (CW1) testified and closed his case. The defence was heard on 5<sup>th</sup> June, 2023 when RW1 - the respondent's general manager, testified and the respondent closed its case.
  8. Counsel for both parties, by consent, addressed the court by way of written submissions. Mr. Mburu for the claimant filed his submissions on 7<sup>th</sup> November, 2023 while Mr. Omiti for the respondent filed on 4<sup>th</sup> December, 2023.

## II. The Claimant's Case

9. The claimant's case is expressed in the statement of claim, oral and documentary evidence adduced through CW1, and the written submissions by his counsel.
10. In the statement of claim the claimant states that he was an employee of the respondent initially employed on or about 31<sup>st</sup> November, 2013 as a machine operator working as a socket operator. At the time of his alleged unfair termination, he was earning a monthly salary of KShs11,623. He avers that he was unlawfully and unfairly terminated on 23<sup>rd</sup> July, 2018.
11. It is pleaded that on 21<sup>st</sup> March, 2018 the claimant suffered a serious injury at his workplace and was quickly taken for treatment at the Provincial General Hospital in Nakuru town within Nakuru County. After the injuries healed he resumed work despite facing difficulties due to a swollen leg, which required him to use a walking stick in moving around.
12. The claimant avers that he experienced excessive swelling on 24<sup>th</sup> June, 2018 and as he was walking to work he met his supervisor who informed him to go home and rest. He stated that on 16<sup>th</sup> July, 2018, he went to work and was told by the manager to go back home until his leg had fully healed. The claimant avers that he went back to his workplace on 23<sup>rd</sup> July, 2018 for a salary advance but he was informed that his employment had been terminated.
13. It is pleaded that the termination breached the claimant's rights under Articles 4(1) & 27(5) of *the Constitution* and Section 40 of the *Employment Act* (the act).
14. In his testimony in court, the claimant reiterated the contents of the foregoing pleadings and his written statement filed on 17<sup>th</sup> December, 2021. He produced and adopted the documents in his list and copies of the list of the documents dated 15<sup>th</sup> March, 2019 which were marked as exhibits 1 to 5.
15. The claimant testified that the respondent was in the business of manufacturing plastic pipes and tanks and that he was employed on a contract on 31<sup>st</sup> November, 2013. Further, he stated that he worked under the supervision of a Mr. Amos. He stated that his salary was paid via his bank account and no pay-slips were issued. He stated that he worked in either of the two shifts; the morning shift which run



- from 8 a.m. to 7 p.m. or the night shift which run from 7 p.m. to 8 a.m. He stated that there was no muster-roll or digital records kept by the human resources manager for signing-in and out of work.
16. He stated that he was not paid for overtime or public holidays worked and he was not allowed to take annual leave. He stated that he injured his leg while at work and was told to go home because of the swelling on the leg. He stated that he was hospitalized for one month due to the seriousness of his injury, yet the respondent did not provide any financial assistance for his medical expenses.
  17. He stated that he was not given an explanation or reason for his termination and he was also not issued with a letter of dismissal. Further, he stated that he was not paid terminal dues or issued with a certificate of service.
  18. In cross-examination, he stated that he operated a machine that produced socket joints for pipes. He stated that he did not file a claim for the injuries he sustained while working for the respondent. He stated that he used to clock-in at work using biometrics. He stated that his injured leg still hurts to this day. He stated that he had a clean disciplinary record. He stated that he was injured on 18<sup>th</sup> March, 2018.
  19. It is on the basis of the foregoing evidence and circumstances that the claimant is seeking that judgment be entered in his favour as prayed in the statement of claim.

### III. The Respondent's Case

20. The respondent's case is contained in the amended response to the amended memorandum of claim, the oral and documentary evidence adduced through RW1, and the written submissions by its counsel.
21. The respondent admits that it employed the claimant as a socket-operator, as per the employment contract dated 4<sup>th</sup> January, 2016. However, the respondent denies that the claimant did a 13-hour night shift, stating that the claimant worked from 8 a.m. to 5.30 p.m. but later his work schedule was minimized due to his injury. Further, the respondent denied the claimant's allusions regarding mistreatment by respondent's management and his alleged termination from employment. The respondent avers that the claimant was reasonably accommodated by the company due to his injuries and was not terminated.
22. The respondent admits that it did not issue a certificate of service to the claimant as he allegedly did not clear with the company as required. The respondent denies that the claimant is entitled to the reliefs sought and pleads that the entire claim be dismissed with costs.
23. In his testimony in court, RW1 stated that he had worked for the respondent as a general manager since 2014. He reiterated the contents of his written statement filed on 8<sup>th</sup> January, 2020 which he adopted as his evidence-in-chief. He produced copies of the listed documents in the list dated 6<sup>th</sup> November, 2019 as exhibits 1 to 5. He stated that the respondent was in the business of manufacturing PVC water pipes. He stated that the claimant was employed in 2016 and denied that the claimant was employed in 2013 since the respondent started its operations in 2014.
24. He stated that the claimant was employed as a socketing machine operator. He stated that his responsibility was to ensure that the joint was formed by simply checking the timing. He stated that the claimant was not underpaid as he was paid according to the applicable government minimum wage scale. He stated that the respondent did not work on public holidays and that the claimant took all his leave days as well as sick leave.
25. He stated that he was not aware of any injury that the claimant sustained or any claim filed by the claimant under *Work Injury Benefits Act* (WIBA). He stated that the claimant had health issues and was hospitalized for a month between 2017 and 2018. Further, he stated that the claimant had disciplinary



issues related to insubordination and absconding duty after being asked to provide a medical report informing whether he was fit to resume duty following the injuries alluded to above.

26. In cross-examination, he stated that he started working with the respondent, a limited liability company, in September, 2015 and that he is the general manager. He stated that he hired the claimant in 2016 as a socket-operator at a monthly gross salary of Kshs11,623. He stated that the claimant did not work overtime. He stated that the claimant deserted duty in June, 2018 and that is how his employment came to an end.
27. It is the basis on the foregoing evidence and circumstances that the respondent prays that the claimant's cause be dismissed with costs.

#### **IV. Submissions By Counsel**

28. On the one hand, the claimant's counsel identified fifteen issues for determination which may be condensed as follows – Whether the claimant was an employee of the respondent; Whether the claimant's employment was unfairly and unlawfully terminated; Whether the claimant is entitled to the reliefs sought; and Whether the claimant is entitled to costs of the cause.
29. On the first issue, it is submitted that the claimant was an employee of the respondent employed as a socket-machine-operator earning a monthly salary of Kshs11,653 until he was terminated on 23<sup>rd</sup> July, 2018.
30. On the second issue, it is submitted that the respondent did not comply with the law in terminating the claimant both substantively and procedurally as set out in Sections 4(1) and 43 of the Act. It is submitted that there is no evidence that a disciplinary hearing took place regarding the allegation that the claimant absconded duty. Counsel cited Section 45 of the Act which provides that the employer is obliged to prove fair and valid reason(s) for termination, and Section 47(5) of the Act which provides that the burden of proving unfair termination lies with the employee while the burden of justifying the grounds of termination lies with the employer. Counsel cited *Stanely Omwoyo Onchweri V Board of Management Nakuru YMCA Secondary School (2005) eKLR* and *Evans Ochieng Oluoch V Njimia Pharmaceuticals Limited (2016) eKLR* in support of that proposition.
31. On the third issue, it is submitted the claimant is entitled to compensation for unfair termination amounting to Kshs197,551.08 under Section 49(1)(c) of the Act. Counsel cited *Paul Wafula V Century Feeds Ltd Nakuru ELRC Cause No. 186 of 2018* and *Daniel Mburu Muriu V Hygrotech East Africa Ltd [2021] eKLR* in support of that submission. It is further submitted that the claimant is entitled to one month's pay in lieu of notice amounting to Kshs16,462.59 in accordance with section 35(1)(c) of the Act. Counsel cited *James Ochar Oyoo V Sunripe Alpha Academy Nakuru ELRC Cause No. 112 of 2017* in support of that proposition.
32. It is submitted that the claimant is entitled to underpayment as provided for under Section 26 of the Act, the *Labour Institutions Act*, and the Government Legal notice on minimum wages, amounting to Kshs80,832.62. Counsel cited *Timothy Sangore V Biashara Masters Limited Nakuru ELRC Cause No. 45 of 2019* and *Collins Wanjala Lukorito V Midal Group (K) Limited ELRC Cause No. 45 of 2019* in support of that argument. It is submitted that the claimant is entitled to payment for working on off duty days amounting to Kshs322,063.14. Counsel submitted that the claimant is entitled to annual leave amounting Kshs60,943.22 citing *Paul Wafula V Century Feeds Ltd (supra)* and *James Ochar Oyoo V Sunripe Alpha Academy (supra)* in support of that submission.



33. It is submitted that the claimant is entitled to Kshs43,530.88 for service pay. Counsel cited Section 35 of the Act and *Stephen Ombaki Momanyi V Bedrock Holdings Limited Nakuru ELRC Cause No. 458 of 2016* in support of that argument.
34. On breach of the claimant's constitutional rights under Articles 27(5), 28, & 41, it is submitted that the claimant's rights were breached. Citing *Gichuru V Package Insurance Brokers Ltd (Petition 36 of 2019) KESC 12 KLR*, *Henry Simiyu Wanyonyi V Unga Holdings Limited & Anor [2021] eKLR* and *Wilson Macharia V Safaricom PLC [2021] eKLR* in support of the proposition, it is submitted that an award of Kshs3,000,000 would be sufficient compensation.
35. On costs, the court is urged to exercise its discretion in favour of the claimant and award him costs of the cause.
36. On the other hand, counsel for the respondent identified the following three issues for determination – Whether the claimant was employed by the respondent; Whether the claimant's employment was unfairly or wrongfully terminated; and, Whether the claimant is entitled to the reliefs prayed for in the amended memorandum of claim dated 22<sup>nd</sup> May, 2017 as amended on December, 2021.
37. On the first issue, it is submitted that no was adduced evidence to prove that the claimant was employed in the year 2013 in terms of pay slips or salary payments. It is submitted that the claimant was employed on 4<sup>th</sup> January, 2016 as per the contract produced as evidence by the respondent.
38. On the second issue, it is submitted that the claimant failed to prove that his employment was unfairly terminated. The court is urged to follow the reasoning in *Co-operative Bank of Kenya Ltd V Banking Insurance & Finance Union CA No. 188 of 2014* and *Ol Pejeta Ranching Limited V David Wanjau Muhoro (2017) eKLR* as the court has discretion in making an award under Section 49(4) of the Act.
39. On the third issue, it is submitted that no evidence was adduced to prove that the claimant is entitled or deserves an award for general/exemplary damages for alleged breach or violation of his constitutional rights. It is submitted that the sum of Kshs3,000,000 proposed as compensation is exorbitant.
40. On underpayment, it is submitted that the claimant failed to prove the same. Citing *Peter Ngunjiri Kariuki V Board of Management Magomano Secondary School (2022) eKLR* where the claimant failed to discharge the burden stipulated under Section 107, 108 109 of the *Evidence Act* the court is urged to dismiss the claim.
41. It is submitted that the claimant is not entitled to notice pay as he was not terminated. For service pay, it is submitted that the claimant failed to invoke the court's power to compel the respondent to produce records or documentation showing remittances made to NSSF and NHIF under Order 16 of the Civil Procedure Rules and section 69 of the *Evidence Act*.
42. For off days, rest days, public holidays, and overtime it is submitted that the claimant is not entitled to the same. The court is urged to be persuaded by the holdings in *Reef Hotel Limited V Josephine Chivatsi (2021) eKLR*, *Rogoli Ole Manadegi V General Cargo Services Limited [2016] eKLR*, & *Patrick Lumumba Kamuyu V Prime Fuels (K) Limited (2018) eKLR*.

## V. Issues For Determination

43. The court has carefully and dutifully gone through the pleadings filed, the oral and documentary evidence presented from both sides, and the written submissions by counsel for both parties. The following issues commend themselves to court for determination –
  - a. Whether the termination of the claimant was unfair and unlawful



- b. If (a) above is in the affirmative, is the claimant entitled to reliefs sought, and
  - c. What is the appropriate order on the costs of the cause?
44. What constitutes valid reason(s) for terminating an employee and the procedure to be followed in terminating an employee are provided for under Sections 41 & 43 of the Act. Section 45(2) of the Act provides as follows –
- A termination of employment by an employer is unfair if the employer fails to prove –
- a. That the reason for termination is valid;
  - b. That the reason for the termination is fair reason –
    - i. Related to the employees conduct, capacity or compatibility; or
    - ii. Based on the operation requirements of the employer; and
    - iii. That the employment was terminated in accordance with fair procedure.
45. Going by the evidence availed, there is no dispute that the claimant was an employee of the respondent. The evidence presented by the respondent indicates that the claimant signed a contract dated 4<sup>th</sup> January, 2016 which was renewed on 4<sup>th</sup> January, 2017.
46. RW1 testified that indeed the claimant had health issues and even at some point reduced the number of hours that he worked. Further, RW1 stated that when he requested the claimant to provide a medical report that he was fit to work the claimant allegedly deserted duty.
47. However, the respondent ought to have followed substantive and procedural steps in the law in terminating the claimant. There are many a decision on what contributes to unfair termination or dismissal – For example, see *Mary Chemwono V Kenya Pipeline Company Limited (2017) eKLR*, *Loice Otieno V Kenya Commercial Bank Limited (2013) eKLR*, and *Walter Ogal Anuro V Teachers Service Commission (2012) eKLR*.
48. From the evidence on record, what appears to have happened as a precursor to the claimant’s termination is that he sustained an injury at work and the respondent did not consider him as productive or as useful as he was before the injury. It also seems that the claimant did not file a claim of compensation for the injury and the respondent, as the employer, did not report the injury as per the law. It would appear that in the circumstances the respondent took a deliberate decision to dismiss or terminate the claimant without due process.
49. The evidence on record does not indicate that the claimant left the employment of the respondent for another job or greener pastures. In fact, the unchallenged evidence by the claimant is that he was relegated to peasantry in his rural home in Vihiga County upon the dismissal.
50. The conduct of the respondent is reprehensible and demeaning to an employee who had served well prior to the injury. The court finds and holds that the dismissal was unfair and unlawful both in substance and form/procedure.

## **VI. Reliefs**

51. Having found and held that the dismissal of the claimant by the respondent was wrongful, unfair, and unlawful for lack of both substantive and procedural fairness, the court shall now consider the reliefs sought as hereunder.



52. Prayer (a) is for a declaration that the claimant’s fundamental rights and freedoms under Article 27(1) & (2) of *the Constitution* of Kenya, were grossly violated by the respondent. The above constitutional provision provides that –
- “ (1) Every person is equal before the law and has the right to equal protection and equal benefit of the law.
- (2) Equality includes the full and equal enjoyment of all rights and fundamental freedoms”.
51. The particulars of the breach of the constitutional rights are stated in paragraph 11 of the amended memorandum of claim. However, the court finds and holds that the particulars as pleaded are in furtherance of the claim for unfair and unlawful dismissal rather than for breach or violation of constitutional rights as alleged.
52. In *Anarita Karimi Njeru V Republic* (1979) eKLR which has been followed in memorous decisions including *Mumo Matemtu V The Trusted Society of Human Rights* (2014) eKLR, it was held that breach or violation of constitutional rights must not only be specifically pleaded but also proved.
53. The court takes the view that whatever it is that the claimant is complaining of, and it is unfair and unlawful dismissal, can be adequately compensated under the Act without resulting to the alleged but not proved breach and or violation of the constitutional rights.
54. The court has not been called upon to order compensation to the claimant for the injury suffered at work. It is unfortunate that he did not pursue the claim in the right forum under the WIBA within the time allowed. It is also not clear why the respondent failed to report the alleged accident and injury at work. The court shall not dwell on that issue as the court should not aid the indolent.
55. Prayer (b) is for general damages, exemplary damages, and aggravated damages under Article 23(3) of *the Constitution* for alleged unconstitutional conduct of the respondent. Again the court takes the view expounded above in regard to prayer (a).
56. Prayer (c) is for a declaration to the effect that the claimant’s dismissal was unlawful and unjustified as the same was not within the ambits of the Act and other laws. The court has found and held that the claimant’s dismissal was unfair and unlawful thus a declaration to that effect is hereby proclaimed and issued.
57. Prayer (d) is for compensation for the unlawful and unjustified termination under Section 49(1) of the Act. It is sad that upon injury on the claimant and due to his diminished productivity the respondent decided to dismiss him. To add insult to the injury, the claimant was denied due process. Clearly, the claimant did not contribute to his dismissal. The respondent came to court with dirty hands in trying to justify the dismissal by alleging desertion on the part of the claimant. That is dishonest and betrayal of the highest order on the part of the respondent.
58. The evidence on record is that the claimant did not secure another job and has ever since the dismissal remained jobless. The court has considered all the factors provided for under Section 49 of the Act and holds that this is an appropriate cause for award of the maximum compensation equivalent to 12 months’ gross salary under Section 49(1)(c) of the Act. The same is calculated at Kshs197,551.08.
59. Prayer (e) is for one month’s pay in lieu of notice. Section 36 of the Act provides as follows –
- “ Either of the parties to a contract of service to which section 35(5) applies, may terminate the contract without notice upon payment to the other party of the remuneration which would



have been earned by that other party; or paid by him as the case may be in respect of the period of notice required to be given under the corresponding provisions of that section”. Since the court has found and held that the claimant was wrongfully dismissed, he is awarded as prayed in the sum of Kshs14,315.30.

51. Prayer (f) is for underpayment in the sum of Kshs80,832.62. The evidence on record as supported with the submission by counsel for the claimant is that the claimant was paid less than the gazetted wage. The calculation on the above sum is well enumerated in the memorandum of claim. The same is allowed as prayed.
52. Prayer (g) is for overtime worked. The contract presented before the court shows that the claimant was entitled to payment for overtime worked. This claim is allowed as prayed in the sum of Kshs571,132.79.
53. Once this cause was and the above claim and others made, it was incumbent upon the respondent as the custodian of employment records to avail the same to aid the court in arriving at the right decision. No such records were availed. Such records ought to have indicated how many hours the claimant worked for each day of his employment. No reason was given as to why those records were not availed in court yet the claimant clearly indicated the parameters of his claim. This is a civil claim whose burden of proof is on a balance of probabilities and the court finds and holds that in absence of employment records the claim should be allowed as prayed.
54. Prayer (h) is off days/rest days for the entire period of time that the claimant worked for the respondent in the sum of Kshs322,063.14. For the same reasons stated above this claim is allowed as prayed.
55. Prayer (i) is for payment of dues emanating from working on public holidays in the sum of Kshs158,438.16. For the same reasons stated above the prayer is allowed as prayed.
56. Prayer (j) is for annual leave that was not taken in the years worked in the sum of Kshs60,943.22. The contract shows that the claimant was entitled to 21 working days leave with full pay as per Section 28 of the Act. The court reiterates that under Sections 10 & 73 of the Act the respondent has an obligation to provide employment records which it failed to do. For the reasons stated above the court grants this relief as prayed.
57. Prayer (k) is for severance pay in the sum of Kshs43,530.88. Section 40(1)(g) of the Act provides for severance pay as a benefit when an employee is declared redundant. The claimant was unfairly and unlawfully dismissed. He was not declared redundant and therefore the court shall decline this prayer.
58. Prayer (l) is for service pay in the sum of Kshs43,530.88. In *Wanjiku v Vanela House of Coffees* (Cause 454(N) of 2009) [2018] KEELRC 663 (KLR) (9 November 2018) (Judgment) the court held that an employee who is a member of a pension scheme including the National Social Security Fund (NSSF) or an employee who is paid a gratuity is not entitled to service pay as provided for under Section 35(6) of the Act. The respondent did not provide records of employment of the claimant and there is no evidence on record that the claimant was paid a gratuity or that he was a member of a pension scheme. The court thus allows this prayer as claimed.
59. Prayer (m) is for a certificate of service. Section 51 of the Act provides that the employee shall be unconditionally issued with a certificate of service. The respondent admitted that it did not issue the claimant with a certificate of service and therefore the court shall order accordingly.

## VII. Costs

51. Costs follow the event and the claimant is awarded the costs of the cause.



## VII. Orders

51. For all the foregoing reasons, the court issues the following orders –

- a. A declaration be and is hereby issued that the dismissal of the claimant by the respondent was wrongful, unfair, and unlawful.
- b. The claimant is awarded a total sum of KshsKshs1,448,808.19 made up as follows –
  - i. One month's salary in lieu of notice - Kshs14,315.30
  - ii. Compensation for wrongful dismissal - Kshs197,551.08
  - iii. Underpayments - Kshs80,832.62
  - iv. Overtime - Kshs571,133.79
  - v. Rest days - Kshs322,063.14
  - vi. Public holidays - Kshs158,438.16
  - vii. Annual leave - Kshs60,943.22
  - viii. Service pay - Kshs43,530.88TOTAL - Kshs1,448,808.19  
\*This award is subject to statutory deductions.
- c. The respondent shall issue and deliver to the claimant a certificate of service within 30 days of this judgment.
- d. The claimant is awarded costs of the cause and interest on the amount awarded at court rates till payment in full.

**DATED, DELIVERED VIRTUALLY, AND SIGNED AT NAKURU THIS 31<sup>ST</sup> DAY OF OCTOBER, 2024.**

.....

**DAVID NDERITU**

**JUDGE**

