Bank Response Distinguishing Contract Expiry from a Benefits Discrimination Claim

Educational sample 167 | Nairobi

Educational reconstruction from a reported Kenyan judgment. This is newly drafted text, not an original court filing and not a matter handled by our team. Identifying details are replaced with bracketed fields. Verify the facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI

CAUSE CIVIL SUIT OR APPLICATION NO [correct reference]

[CLAIMANT PLAINTIFF OR APPELLANT] v [RESPONDENT OR DEFENDANT]

STATEMENT OF RESPONSE

1. The Respondent admits the fixed-term contracts and final expiry date, subject to the originals. It relies on the acknowledged 15 April non-renewal letter. It denies that expiry on 30 April was summary dismissal or redundancy and answers each pleaded allegation [references].

2. The Respondent states that its policy distinguishes permanent, temporary and contractual staff. It alleges different duties and collective-agreement coverage justify the benefits. The actual role descriptions, grading records and agreement clauses must be identified rather than inferred from titles.

3. On medical cover, leave and pension participation, the Respondent identifies the eligibility rules and the reason for excluding the Claimant. Compliance with a statutory minimum alone does not necessarily resolve a claim to more favourable applicable terms.

4. The Respondent relies on records of final wages, leave and commissions paid and denies unproved overtime or other unpaid balances. Any limitation objection must identify the relevant benefit period and statutory basis, not reproduce an apparent mistaken statutory number from the historical judgment.

5. The Respondent seeks dismissal of the non-renewal and unsupported money heads and a decision on discrimination confined to proved comparators. In the source case the expiry defence succeeded, but the benefits discrimination defence failed. This response does not portray the whole suit as defeated.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected party and address].

Use and evidence notes

Answer the claim by numbered admission or denial and state the actual factual and legal grounds. Under ELRC rule 29, check the twenty-eight-day response period from service, any shorter urgent direction, and the accompanying witness and documentary evidence under rule 35. A historical defence marked unsuccessful is not approved advice. New affirmative relief or counterclaims require proper pleading. Applicable rules: ELRC Procedure Rules 2024, amended by Legal Notice 78 of 2025; verify current court directions.

Supporting material schedule: [document date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach only genuine available records and mark missing records accurately.

Source and procedural limits

A vehicle and asset finance worker served through successive yearly contracts ending on 30 April 2019. He claimed renewal expectations and inferior benefits compared with permanent staff, including leave, medical family cover and pension participation. The bank relied on distinct cadres and the collective agreement. The employee acknowledged a non-renewal letter dated 15 April. Wage and commission payment records were considered.

Expiry by effluxion of time was lawful and was not redundancy. The Court nevertheless found unjustified differential treatment in basic service benefits and awarded KSh 2 million for discrimination, costs, court-rate interest from judgment and a certificate. Unfair-termination compensation, severance, unproved overtime and commission claims were refused. Alleged team-building charges were unproved. The source’s limitation discussion must not replace an independent section 90 analysis.

Article 27 and Employment Act sections 5 and 26 address discrimination and more favourable employment terms; Labour Relations Act section 59 addresses collective agreements. Different job labels alone do not resolve an unjustified benefits disparity. Neither repeated renewals nor a renewal clause automatically converts a fixed term into guaranteed permanent employment. Plead comparators, applicable agreement and periods precisely and address section 90 separately for each head.

[2025] KEELRC 2145 (KLR) — 18 July 2025. Original judgment: https://sheriahub.com/cases/ke/caselaw/machungo-v-stanbic-bank-kenya-limited-2025-keelrc-2145-klr

The original decision may identify participants. The specimen replaces their identifying details. A source decision is not proof that a draft was filed, that an allegation succeeded, or that the same result will follow in another case.