



**Kenya National Private Security Workers Union v G4S Kenya Limited & another  
(Cause E858 of 2025) [2025] KEELRC 3089 (KLR) (6 November 2025) (Ruling)**

Neutral citation: [2025] KEELRC 3089 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E858 OF 2025  
S RADIDO, J  
NOVEMBER 6, 2025**

**BETWEEN**  
**KENYA NATIONAL PRIVATE SECURITY WORKERS UNION ..... CLAIMANT**  
**AND**  
**G4S KENYA LIMITED ..... 1<sup>ST</sup> RESPONDENT**  
**GARDAWORLD SERVICES (KENYA) LIMITED (FORMERLY KENYA KAZI**  
**SECURITY SERVICES) ..... 2<sup>ND</sup> RESPONDENT**

**RULING**

1. For determination is a Motion dated 8 September 2025 by the Kenya National Private Security Workers Union (the Union) seeking orders:
  - i. ...
  - ii. ...
  - iii. ...
  - iv. ...
  - v. Pending the hearing and determination of this Claim, the Respondents be restrained from excluding the involvement and participation of the Claimant from the ongoing transfer to the 1<sup>st</sup> Respondent of the private security guards guarding the U.S. Embassy in Kenya, together with their Collective Bargaining Agreement (CBA) from the 2<sup>nd</sup> Respondent.
  - vi. Pending the hearing and determination of this Claim, the 2<sup>nd</sup> Respondent is restrained from using pension funds at Britam Insurance Company Ltd to pay gratuity guarding U.S. Embassy.
  - vii. An order directing the 2<sup>nd</sup> Respondent to provide security for the following claims before the implementation of U.S. Embassy guarding project contract awarded to the 1<sup>st</sup> Respondent:



- (a) Kshs. 309,251,800/- outstanding meal allowances arrears.
  - (b) Kshs. 258,233,411/- outstanding overtime arrears.
  - (c) Kshs. 68,910,000/- outstanding gratuity.
2. The grounds advanced in support of the Motion were in brief, that GardaWorld (Services) Kenya Ltd (the 2<sup>nd</sup> Respondent) was in the process of ceding provision of guarding services at the US Embassy to G4S Kenya Ltd (the 1<sup>st</sup> Respondent); the ceding of services would affect the Collective Bargaining Agreement in place between the Union and the 2<sup>nd</sup> Respondent; the Union had not been consulted and that the 2<sup>nd</sup> Respondent had outstanding arrears of overtime, meal allowance and gratuity owing to its employees who are members of the Union.
  3. Upon service, the 1<sup>st</sup> Respondent filed Grounds of Opposition on 22 September 2025, contending that the Union had no cause action against it; the orders sought were not warranted; it had executed a contract with the US Embassy for provision of private security services effective 1 October 2025; the Union and 2<sup>nd</sup> Respondent were not parties to the contract; the Union was attempting to interfere with a contract it was not privy to; there was no evidence the 1<sup>st</sup> Respondent had violated a Collective Bargaining Agreement between the parties; a mandatory injunction could not be granted at an interlocutory stage and that the test for grant of the orders sought had not been met.
  4. The 2<sup>nd</sup> Respondent filed Grounds of Opposition and a replying affidavit to the Motion on 23 September 2025, contending that its contract with the US Embassy lapses on 30 October 2025 and a fresh contract had been awarded to the 1<sup>st</sup> Respondent; the Respondents had not been involved in any negotiations; it did not have any pension funds held at Britam; no documents had been produced to support the claims for arrears and the Union had not disclosed the identities of its members it was agitating for.
  5. The 1<sup>st</sup> Respondent caused to be filed on 26 September 2025 a replying affidavit, reiterating the contentions in the Grounds of Opposition.
  6. The 2<sup>nd</sup> Respondent also filed a replying affidavit on the same day, mirroring the facts outlined in its Grounds of Opposition.
  7. The 1<sup>st</sup> Respondent filed submissions on 13 October 2025 and the 2<sup>nd</sup> Respondent on 14 October 2025. The Union filed its submissions on 22 October 2025 (should have been filed and served by 3 October 2025).
  8. The Court has given due consideration to the Motion, affidavits and submissions. The Court has taken note of the submissions and, because of the factual context, does not deem it necessary to allude to the authorities cited.
  9. One, the Union has not placed before this Court any evidence to suggest that there has been any transfer of guarding services or staff between the Respondents and the US Embassy.
  10. Two, the Union has not demonstrated on a prima facie case/basis, that the 2<sup>nd</sup> Respondent has unlawfully, if at all, used its members' pension funds at Britam Insurance Co Ltd to meet any liabilities, including the payment of gratuity.
  11. Three, the Union has not provided any evidential foundation to the demand for payment of meal allowances, overtime arrears or gratuity arrears.



12. The Union not only did not meet the test for the grant of the orders it sought, but it did not present any facts to support its assertions.

**Orders**

13. The Motion dated 8 September 2025 is dismissed with costs to the Respondents.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 6<sup>TH</sup> DAY OF NOVEMBER 2025.**

**RADIDO STEPHEN, MCI Arb.**

**JUDGE.**

Appearances

For Claimant D.B. Wati & Co. Advocates

For 1<sup>st</sup> Respondent Hamilton Harrison

For 2<sup>nd</sup> Respondent Henia Anzala & Associates

Court Assistant Wangu

