



Njoki v International Union for Conservation of Nature & another (Miscellaneous Application E430 of 2025) [2026] KEELRC 71 (KLR) (26 January 2026) (Ruling)

Neutral citation: [2026] KEELRC 71 (KLR)

REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI

MISCELLANEOUS APPLICATION E430 OF 2025

S RADIDO, J

JANUARY 26, 2026

IN THE MATTER OF ENFORCEMENT OF THE AWARD OF THE DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH SERVICES, NAIROBI

AND

IN THE MATTER OF SECTIONS 2, 7, 10(1), 18, 19(2), 24, 29, 47 AND 51 OF THE WORK INJURY BENEFITS ACT, CAP 236

AND

IN THE MATTER OF ARTICLES 27(1) & (2), 41(1) AND 162(2) OF THE CONSTITUTION OF KENYA, 2010

AND

IN THE MATTER OF SECTION 12 OF THE EMPLOYMENT AND LABOUR RELATIONS COURT ACT AND THE INHERENT POWERS OF THE COURT

AND

IN THE MATTER OF RULE 69 OF THE EMPLOYMENT AND LABOUR RELATIONS COURT (PROCEDURE) RULES, 2024

BETWEEN

ZIPPORAH NJOKI APPLICANT

AND

INTERNATIONAL UNION FOR CONSERVATION OF NATURE 1ST RESPONDENT

BRITAM INSURANCE CO LTD 2ND RESPONDENT



RULING

1. Zipporah Njoki (the applicant) filed a Motion dated 5 November 2025 against the International Union for Conservation of Nature (the Respondent) and Britam Insurance Co Ltd (the Insurer) seeking orders:
 - i. The Honourable Court be pleased to adopt as judgment of the Court (against the Respondents) jointly and severally, the assessment /award of the Director of Occupational Safety and Health Services, Nairobi, made on 24th February 2025.
 - ii. A decree do issue for:
 - (a) The sum of Kshs 948,356.77 being the Director's award/assessment made on 24th February 2025 and
 - (b) Interests thereon at court rates (14%) from the date of the award (24th February 2025) until payment in full.
 - iii. Costs of this application be awarded to the applicant.
2. The grounds supporting the Motion were that the applicant was an employee of the Respondent when she was involved in an accident in the workplace on 20 June 2024; the accident was reported to the Director, Occupational Safety and Health; the Director assessed the injuries and awarded Kshs 948,356.77 on 24 February 2025; the Respondent did not lodge any objection within 60 days of the award; the Director made a demand for payment from the Respondent and that the Respondent had failed to make payment within 90 days as stipulated in the [Work Injury Benefits Act](#).
3. The Court gave directions on the Motion on 18 November 2025.
4. The Respondent caused to be filed a replying affidavit sworn by its Human Resources Manager on 28 November 2025.
5. The Manager deponed in the affidavit that the applicant had already been paid for temporary incapacity; the applicant had been paid full salary totalling Kshs 1,1625, 542/- from 20 June 2024 to 25 July 2024 despite not working and being on sick leave; that by dint of section 29(1)(a) of the [Work Injury Benefits Act](#), the right to compensation lapses upon termination of disablement or resumption of work; the applicant had been advised by her doctor on 21 March 2025 to resume duty (another report recommended resumption of duty on 12 February 2025) but she did not report to work; the applicant could not lawfully derive a dual benefit (salary and compensation); the computation was erroneous as a wrong salary was used; the Respondent intended to request for an extension of time to lodge an objection with the Director; the applicant had failed to disclose she was paid full salary while away from work as well as terminal dues and that the application ought to be dismissed.
6. The insurer's response was not on record by the agreed timeline of 28 November 2025.
7. The applicant's submissions were not on record by the set timeline of 11 December 2025. The Respondents' submissions were also not on record by 31 December 2025 as directed.
8. The Court has considered the Motion and affidavits on record and makes the following determinations.



9. One, it is not in dispute that the Respondent continued paying the applicant full salaries for the period she was away from work due to the accident and injuries.
10. Two, according to the Demand for Payment of Work Injury Benefit dated 24 February 2025, the applicant did not sustain any permanent disablement. The Director did not make any award for permanent disablement.
11. Three, the Director awarded Kshs 948,357/- on account of temporary incapacity, and gave a caution that the applicant would not be entitled to the award if she had already been paid for the temporary incapacity.
12. Four, the Respondent continued to pay the applicant full salaries for the period she was out of work on temporary incapacity (and until separation). The applicant did not deny that she did not resume work after the recommendation by the doctors
13. Section 28(4) & (5) of the *Work Injury Benefits Act*, as read with section 29(1) of the *Act*, circumscribes the payment of compensation if the employee is on full pay during the period of temporary incapacity.
14. The applicant did not deny receiving full pay during the period.
15. The caution by the Director should be understood within this context.
16. The Court, therefore, is of the view that the applicant is not entitled to the award assessed by the Director, as the same would constitute unjust enrichment.
17. The delivery of this Ruling has been brought forward with notice to the parties.

Orders

18. In light of the above, the Court declines to allow the Motion dated 5 November 2025. It is dismissed with no order on costs.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 26TH DAY OF JANUARY 2026.

RADIDO STEPHEN, MCIArb

JUDGE

Appearances;

For applicant Odunga & Associates.

For 1st Respondent Mwamuye Kimathi & Kimani Advocates.

For 2nd Respondent Kibatia & Co Advocates LLP.

Court Assistant - Wangu.

