



REPUBLIC OF KENYA



**Wazir v PG Security Services (Cause E059 of 2025)
[2026] KEELRC 327 (KLR) (6 February 2026) (Ruling)**

Neutral citation: [2026] KEELRC 327 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU
CAUSE E059 OF 2025
AN MWAURE, J
FEBRUARY 6, 2026**

BETWEEN

MUFTI HEMED WAZIR APPLICANT

AND

PG SECURITY SERVICES RESPONDENT

RULING

1. The Applicant filed a Notice of Motion dated 19th September 2025 seeking the following orders that:
 1. This Honourable Court be pleased to adopt as its judgment the award of the Nakuru County Labour Office dated 26th October 2023 assessing the Applicant's claim at Kshs.272,545/= and to enter judgment for the Applicant against the Respondent for the said amount with interest at court rates from 8th December 2023 until payment in full.
 2. This Honourable Court be pleased to order the Respondent forthwith to pay the Applicant a sum of Kshs.272,545/= assessed and awarded by the Nakuru Labour office.
 3. The costs of the application be borne by the Respondent.
2. The application is brought under Article 162(2) of *the Constitution*, Order 51 Rule 1 of the Civil Procedure Rules and sections 1A, 1B & 3A of the *Civil Procedure Act*, Rule 69 of the Employment and Labour Relations Court (Procedure) Rules 2024 and all the enabling provisions of the law.

Applicant's supporting affidavit

3. The application is supported by the Applicant sworn on the same date as the application.
4. The deponent avers that after he was unfairly terminated, he lodged a complaint at the Nakuru County Labour office on 19th October 2023.



5. On 26th October 2023, the deponent avers that the Nakuru County Labour office convened a conciliatory meeting attended by the Respondent's Nakuru Branch Manager, Mr. Nelson Nyongesa, after which the office, through subsequent correspondences, assessed and awarded the Claimant Kshs. 272,545/=.
6. Despite a formal demand letter dated 8th December 2023 requiring payment of the assessed sum, the deponent avers that the Respondent has failed, refused, or neglected to comply.
7. In the interest of justice, the deponent seeks that this Honourable Court adopt the County Labour office's award as its judgment for purposes of enforcement and execution/
8. The deponent also seeks further orders that the Respondent bear the costs and incidental expenses occasioned by this suit, as granting the application would be fair and just.

Respondent's replying affidavit

9. The Respondent opposed the application vide replying affidavit dated 21st October 2025 sworn by Catherine Muriithi, the Respondent's Human Resource Head
10. The deponent avers that the Labour Officer's demand letter dated 8th December 2023 is not a valid conciliation or arbitration agreement.
11. The deponent avers that no signed reconciliation documents or minutes were produced to confirm the alleged meeting of 26th October 2023, and therefore the Magistrate's Court erred in entertaining the matter.
12. The deponent further avers that the Labour Officer unlawfully backdated claims up to eight years, contrary to section 90 of the [Employment Act](#), which limits employment-related claims to three years.
13. On this basis, the deponent prays that this Honourable court dismiss the case with costs, as the demand letter lacks legal force and the claim is time-barred.
14. Parties were directed to file their respective written submissions.

Applicant's written submissions

15. The Applicant submitted that the award was lawfully made after a conciliation meeting on 26th October 2023 attended by both parties, and that the Respondent has failed to comply despite demand.
16. The Applicant contends that under Article 162(2)(a) of [the Constitution](#) and Section 12 of the ELRC Act, the Court has jurisdiction to adopt and enforce such awards, further supported by Rule 69 of the ELRC Procedure Rules, 2024. In *Mufti Hemed Wazir V PG Security Services (CMELRC Misc Cause No. 19 of 2024)* the court in its ruling stated as follows:

“Adoption of conciliation agreement is governed by Rule 69 of the Employment and Labour Relations Court Rules, 2023 which provides that where parties have entered into a conciliation, negotiation or mediation agreement on are bound by an arbitral award or lawful decision reached in the Alternative Justice System, a party may file the award, decision or agreement for adoption and enforcement as an order of the court.

The court is defined under Rule 2 as “the Employment and Labour Relations Court and includes a judge of the court” I find and hold that this court, being a magistrate's court handling employment and labour relations matters, is not the court envisioned under Rule 69(a) as read with Rule 2 of the rules of the Employment and Labour Relations Court. If



the Rules intended that magistrates handling matters of employment and labour do engage in adoption of awards or agreements from Alternative Justice System, such as the labour officer, then they would have included magistrates' in the definition under Rule 2”

17. The Applicant relied on *Anne Wambui Ndiritu v Joseph Kiprono Ropkoi & Another* [2005] 1 EA 334, which held that:

“As a general proposition under section 107(1) of the *Evidence Act*, Cap, the legal burden of proof lies upon the party who invokes the aid of the law and substantially asserts the affirmative of the issue. There is however the evidential burden that is cast upon any party, the burden of proving any particular fact which he desires the court to believe in its existence which is captured in sections 109 and 112 of the Act.”

18. The Applicant submitted that the Respondent was properly represented and fully participated during the conciliation process, which was also properly conducted. The Applicant argued that he is seeking adoption, which is not a negotiated settlement but an administrative determination by lawful authority. The Applicant relied on Rule 69 of the Employment and Labour Relations Court (Procedure) Rules provides as follows:

“Where parties have entered into a conciliation,

negotiation or mediation agreement, or, are bound by an arbitral award or a lawful decision reached in Alternative Justice Systems, a party may file the award, decision or agreement for adoption and enforcement as an order of the Court.

An application under sub-rule (1) shall be by way of a

miscellaneous application instituted through a notice of motion supported by an affidavit exhibiting the award, decision or agreement together with all relevant documents.”

19. In *Onchari v Akbar t/a Amrin Agencies Limited* [2025] KEELRC 665 (KLR), where the Court adopted a Labour Officer's award under Rule 69, reinforcing the Applicant's position that the award herein is final, enforceable, and should be adopted with costs against the Respondent.

Respondent's written submissions

20. The Respondent submitted that the County Labour Officer's demand letter dated 8th December 2023 is not a valid conciliation agreement since no signed minutes, agreements, or certificate of disagreement were produced. The Respondent also submitted that under the *Labour Relations Act*, a conciliator must be formally appointed and any conciliation outcome must be documented and signed by both parties, which was not done here.
21. The Respondent further submitted that the Labour Officer unlawfully backdated claims up to eight years, contrary to section 90 of the *Employment Act*, 2007, which strictly limits employment-related claims to three years from the date of the act, neglect, or default, or twelve months in cases of continuing injury.
22. The Respondent emphasizes that conciliation requires a formal process with signed agreements or certificates of disagreement, which are absent in this case. To support its position, the Respondent relied on the case of *James Kenyaga v Postal Corporation of Kenya* [2021] KEELRC 391 (KLR), where Lady Justice Christine N. Baari upheld a preliminary objection on limitation under section 90 of the *Employment Act*. In *John Kiiru Njiru v University of Nairobi* [2021] KEELRC 41 (KLR), where Lady Justice M. Mbaru dismissed a claim as time-barred under the same provision.



23. On this basis, the Respondent prays that the suit be dismissed with costs.

Analysis and determination

24. The court has considered the application, supporting affidavit, replying affidavit and rival submissions by both counsels; the issue for determination is whether the application is merited.
25. This Honourable Court reiterates Rule 69 of the Employment and Labour Relations Court (Procedure) Rules 2024, which has been cited in the earlier part of this ruling that provides for the adoption of awards through the alternative dispute resolution mechanism.
26. In this instant case, the Applicant lodged a complaint with the County Labour who later arranged for a conciliation meeting where the Respondent was represented by its Manager, Mr. Nelson Nyongesa who agreed to the tabulation of Kshs.272,545/=. Through the demand letter dated 8th December, 2023, the Respondent was reminded to pay the said monies.
27. The Respondent up to date has not challenged the said settlement as per the said letter dated 8th December 2023.
28. This court can adopt the award of the labour officer as an award of the Honourable court as provided in the already cited section 69 of the Employment and Labour Relations Court (Procedure) Rules 2024. The case of Oncharu V Akbar t/a Amran Agencies Limited (Supra) fortifies the foregoing.
29. Flowing from the foregoing, the court finds that the application is merited and it is therefore allowed as prayed.
30. The Applicant will have costs of the application.
31. Order accordingly.

**DATED, SIGNED AND DELIVERED VIRTUALLY AT NAKURU THIS 6TH DAY OF
FEBRUARY, 2026.**

ANNA NGIBUINI MWAURE

JUDGE

ORDER

In view of the declaration of measures restricting Court operations due to the COVID-19 pandemic and in light of the directions issued by His Lordship, the Chief Justice on 15th March 2020 and subsequent directions of 21st April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules, which requires that all judgments and rulings be pronounced in open Court. In permitting this course, this Court has been guided by Article 159(2)(d) of *the Constitution* which requires the Court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of *the Constitution* and the provisions of Section 1B of the Civil Procedure Act (Chapter 21 of the Laws of Kenya) which impose on this Court the duty of the Court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

A signed copy will be availed to each party upon payment of Court fees.

ANNA NGIBUINI MWAURE

JUDGE

