

**REPUBLIC OF KENYA**  
**IN THE EMPLOYMENT & LABOUR RELATIONS COURT**  
**AT NAIROBI**  
**ELRC CAUSE NO. 587 OF 2019**  
*(Before Hon. Lady Justice Hellen Wasilwa, J)*

**KENYA NATIONAL PRIVATE SECURITY**

**WORKERS**

**UNION.....**

**.....CLAIMANT**

**VS**

**G4S KENYA LIMITED.....**  
**RESPONDENT**

**RULING**

- 1 Vide its judgment dated 11<sup>th</sup> November 2025 under paragraph 107 (60, this court ordered that: *“Given the large number of grievants involved, the amounts awarded be calculated by the parties and be submitted in court for adoption by the court.”*
  
- 2 The Claimant filed a tabulation for all 68 grievants and avers that it reflected years of service, monthly salary, leave payment, gratuity, CBA compensation, and the full aggregate entitlements for each grievant. It came up with a total of Kshs. 17,239,368 for adoption by the court.
  
- 3 The Respondent filed its tabulation wherein the total amount to be awarded for the 68 grievants amounted to Kshs. 14,506,194.

**Claimant’s Submissions**

- 4 The Claimant's submissions are in opposition to the Respondent's computation and in support of its own.
- 5 It was submitted that the dispute before court is not arithmetic but of obedience to court orders, respect for judicial authority, and fidelity to the judgment as rendered. However, the Respondent chose defiance over compliance by purporting to vary and dilute the judgment through unilateral computations, a course that is unlawful, procedurally improper, and an affront to the dignity and authority of the Court.
- 6 It was the Claimant's submission that once a court has rendered itself, parties are strictly bound by the decree as drawn and cannot introduce new items, deductions, offsets, or alleged payments that were never ordered, proved, or subjected to judicial scrutiny. The Claimant urges the Court to reject the Respondent's computation in its entirety and to reaffirm the supremacy of the Court's directions as reflected in the first tabulation.
- 7 The Claimant submitted that a judgment of the court remains final and binding unless set aside on appeal or reviewed in accordance with the law, and until then it must be obeyed to the letter. It cited ***Teachers Service Commission v Kenya National Union of Teachers & 2 others [2013] eKLR*** and ***Econet Wireless Kenya Ltd v Minister for Information & Communication of Kenya & another [2005] eKLR*** wherein it was held that it is essential for the maintenance of the rule of law that court

orders are obeyed, regardless of whether a party agrees with them.

- 8 It was submitted that the Respondent neither appealed nor sought review or clarification of the judgment and is therefore estopped from altering the substance of the award through unilateral computation.
- 9 The Claimant submitted that its tabulation strictly and faithfully implements this Court's judgment and confines itself only to the heads expressly ordered, namely one month's salary in lieu of notice, accrued leave pay, gratuity computed in accordance with the applicable CBA and years of service, and compensation as awarded.
- 10 It was submitted that the tabulation applies a uniform monthly wage of Kshs. 17,415, accurately factors in the years of service for each grievant, and arrives at a grand total of Kshs. 17,239,368, which is the only lawful and executable computation flowing from the decree.
- 11 The Claimant submitted that the Respondent's computation is illegal, *ultra vires*, and contemptuous as it introduces items never ordered by the Court, including alleged prior payments, SACCO deductions, uniform deductions, net pay adjustments, and miscellaneous offsets.
- 12 It is the Claimant's submission that the Court did not authorize any deductions or offsets and that the Respondent arrogated to itself judicial authority it does not

possess. Reliance was placed on **REPUBLIC v MINISTER FOR FINANCE & ANOTHER EX-PARTE NYONG'O & 2 OTHERS [2007] eKLR** the Court held that parties cannot act outside or in excess of the

- 13 It was further submitted that execution proceedings are not an appeal and are not a platform for creative accounting. The Respondent's computation is ultra vires the judgment and must be rejected in limine.
  
- 14 The Claimant submitted that the Respondent had a full opportunity during the hearing and cross-examination to raise and prove any alleged payments, deductions, or offsets but failed to do so. It cited **Galaxy Paints Company Ltd v Falcon Guards Ltd [2000] KECA 215 (KLR)** the Court of Appeal held that issues not pleaded, canvassed, and proved at trial cannot be introduced at submissions or any subsequent stage. Therefore, Respondent's attempt to smuggle in new matters at the execution stage is procedurally fatal and an abuse of the court process.
  
- 15 It was further submitted that mere allegations of payment cannot defeat a decree. The Respondent produced no payslips, bank statements, vouchers, acknowledgments, or discharge documents; and internal schedules and figures prepared by the Respondent cannot override a court decree. Reliance was placed in **Kenya Power & Lighting Company Limited v Pamela Awino Ogunyo [2015] eKLR**, the Court held that payment is a matter of evidence and cannot be presumed.

- 16 The Claimant submitted that execution must strictly mirror the decree and any deviation renders the execution unlawful. In this respect, reliance was placed on ***Samuel Kamau Macharia & another v Kenya Commercial Bank Limited & 2 others [2012] eKLR*** where it was reaffirmed that courts and parties are bound by orders as framed and cannot go outside them.
- 17 On contempt and abuse of process, the Claimant submitted that the Respondent's conduct amounts to wilful disobedience of court orders rather than mere error. It cited the long-standing principle in ***Hadkinson v Hadkinson [1952] 2 All ER 567***, that a party in contempt cannot be heard until the contempt is purged, a principle consistently applied in Kenya.
- 18 The Claimant submitted that execution proceedings are not a second trial and cannot be used to reopen issues already determined. Reliance was placed on ***Kenya Commercial Bank Limited v Benjoh Amalgamated Limited [2017] eKLR*** the Court reaffirmed that execution proceedings cannot be used to reopen issues that were conclusively determined.
- 19 It is the Claimant's submission that the Respondent's computation is a disguised appeal, review, and variation rolled into one, none of which has been sought or granted. Allowing such conduct would set a dangerous precedent

where judgment debtors would routinely mutilate decrees under the guise of computation.

- 20 On equity and labour justice, the Claimant submitted that this is a labour dispute involving vulnerable employees whose terminal dues have been delayed for years. ELRC is a court of equity and social justice under Article 159 of the Constitution and Section 3 of the Employment and Labour Relations Court Act, and employers should not frustrate employees through procedural gimmicks. It cited **G4S Security Services (K) Limited v Joseph Kamau & 468 others [2018] eKLR** in support of this position.
- 21 The Claimant submitted that the Respondent's computation is illegal, ultra vires, contemptuous, and a blatant abuse of the court process. It urged the Court to reject the Respondent's computation in its entirety, uphold and adopt its tabulation as the sole lawful computation, order immediate payment to the grievants, award costs and interest, and grant any other relief the Court deems just and fit.

### **Respondent's Submissions**

- 22 The Respondent submitted that it complied fully with the Court's directions by applying each head of award: notice pay, leave, gratuity, and seven months' compensation to each grievant's actual salary and completed years of service.

- 23 It submitted that this individualized approach reflects what the Court intended and avoids arbitrary estimates, ensuring that the sums payable correspond to each grievant's true contractual entitlements.
- 24 The Respondent submitted that the Claimants' computation applies a uniform monthly wage and blanket gratuity across all grievants, ignoring individual employment contracts and applicable CBA provisions. This approach inflates the total award, particularly under gratuity, which is overstated by millions due to the use of a single salary figure for all grievants. Such computation is untenable and fundamentally flawed as the Court did not award a blanket figure but ordered computation based on actual entitlements.
- 25 It was the Respondent's submission that parties are bound by the terms of their employment contracts and this Court cannot rewrite those agreements as held in ***National Bank of Kenya Ltd v Pipeplastic Samkolit (K) Ltd & another [2001] eKLR***. for the principle that courts must respect and enforce freely negotiated contractual terms. Therefore, applying a uniform wage disregards individual contracts; fairness requires individualized calculations reflecting each employee's agreed terms, not an arbitrary uniform figure.
- 26 The Respondent submitted that Section 19 of the Employment Act permits lawful deductions agreed in writing or provided under a collective agreement,

including uniform costs and SACCO-related deductions. The inclusion of these amounts in the computation ensures compliance with the law and contractual frameworks between the parties to prevent double payment or unjust enrichment beyond what the Court intended. Therefore, the Respondent has not introduced unauthorized deductions and/or set offs as alleged by the grievants.

- 27 The Respondent submitted that it has not introduced unauthorized deductions or set-offs, nor has it arrogated judicial authority or engaged in “creative accounting.” It contends that it has not sought to reopen liability and the inclusion of lawful contractual deductions does not vary the award but facilitates its structured, transparent, and lawful implementation.
- 28 The Respondent further submitted that it has not introduced any “new matters.” The issues for determination at trial in an employment claim are whether there were lawful reasons for termination of the grievants’ employment and whether procedural fairness was adhered to. The Court has already resolved these questions and entered judgment and the respondent does not wish to relitigate those issues in these proceedings.
- 29 The Respondent submitted that the present exercise, is purely computational as directed by the Court, and relevant contractual obligations are integral to determining the net sums payable. Ignoring such factors

would result in inflated figures and unjust enrichment, contrary to the Court's intent.

- 30 On contempt, the Respondent submitted that there is presently no decree, as the Court directed the parties to compute the amounts awarded for adoption, upon which the decree will issue. It asserts that it is acting in compliance with the Court's order by preparing and submitting its computation, and characterizing such compliance as disobedience is incorrect and misleading.
- 31 The Respondent submitted that no prejudice has been occasioned to the grievants and denied employing any procedural gimmicks. Computation is not an appeal but the very mechanism prescribed by the Court to finalize the award, and suggesting otherwise mischaracterizes the process and undermines the integrity of the Court's directive.
- 32 It was submitted that the Court ordered computation precisely to prevent arbitrary figures and unjust enrichment, and that the Respondent's computation faithfully gives effect to that directive. I have considered the submissions and averments of the parties herein. The court in its judgment at para 107 set out the claimants award as 1 months' salary in lieu of notice, leave days for last year equivalent to 1 month salary, gratuity computed at 7 year of service as per CBA.
- 33 I have considered the computation by the petitioner where they computed the grievant's benefits based on years of

service, the salary payable, leave entitlement, CBA and compensation.

34 From the list submitted by the petitioner, the gratuity was computed based on years of service which is the law. The respondents on their part have actually not explained their departure from what the court pronounced in its judgment.

35 I find the computation by the petitioner as per the judgment and I find it plausible and now enter judgment for the petitioners as per the computation by the claimants to the tune of kshs 17,239,368/-. This added figure will now form part of the judgment as delivered by court on 11/11/2025. Costs in the cause.

**Dated, Signed and Delivered Virtually at Nairobi this 25<sup>th</sup> Day of February, 2026.**

**HELLEN WASILWA  
JUDGE**