



Mwirigi & 2 others v Social Health Authority & 2 others (Petition E042 of 2025) [2025] KEELRC 2236 (KLR) (29 July 2025) (Judgment)

Neutral citation: [2025] KEELRC 2236 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
PETITION E042 OF 2025**

B ONGAYA, J

JULY 29, 2025

**IN THE MATTER OF ALLEGED CONTRAVENTION OF
ARTICLES 3, 10, 25, 28, 35, 41 AND 47 OF THE CONSTITUTION**

AND

**IN THE MATTER OF ARTICLES 22, 23, 156, 162, 232,
233, 234, 235, 236 AND 258 OF THE CONSTITUTION**

AND

**IN THE MATTER OF THE CONSTITUTION OF KENYA (PROTECTION OF RIGHTS
AND FUNDAMENTAL FREEDOMS) PRACTICE AND PROCEDURE RULES, 2013**

BETWEEN

**PATRICK KIOGORA MWIRIGI 1ST PETITIONER
ANGELA KILOKO MUTUKU 2ND PETITIONER
IRENE WANJA 3RD PETITIONER**

AND

**SOCIAL HEALTH AUTHORITY 1ST RESPONDENT
PUBLIC SERVICE COMMISSION 2ND RESPONDENT
THE ATTORNEY GENERAL 3RD RESPONDENT**

JUDGMENT

1. The petitioner filed the Amended Petition dated 04.07.2025 through Ongoya & Wambola Advocates. The petitioner prayed for:



- (1) A declaration that the 1st respondent has violated the principles of law and the Constitution for an open and democratic society, transparency and accountability and the obligation to justify that binds all duty bearers by the opaque manner in which it has undertaken and continues to undertake the transition of the NHIF staff.
- (2) A declaration that in order to comply with the constitutional principle and right to fair labour practice the staff of NHIF who will transit to the 1st respondent and to the public service are entitled to entry terms and conditions of service including remuneration that are at the very least equal to their corresponding terms and conditions of service as the NHIF.
- (2A) An order compelling the 1st and 2nd respondents to ensure that the NHIF staff transiting to the 1st respondent and to the public service benefit from entry terms and conditions of service including remuneration that are at the very least equal to their corresponding terms and conditions of service at NHIF.
- (3) A declaration that to comply with their constitutional right to fair labour practices, the employees who will opt to retire by operation of the SHIF are entitled to an exit package.
- (3A) An order compelling the 1st and 2nd respondents to compute and pay an exit package to the NHIF staff who opt to retire from service by operation of the SHI Act.
- (3B) A declaration that the appointments to positions earning reduced salaries violate the petitioners' right to human dignity and freedom from slavery, servitude and forced labour.
- (4) A declaration that by refusing to share with the petitioners the information particularized under paragraph 46 of the petition which was sought from the 1st respondent by the petitioners, the 1st respondent violated the petitioner's right of access to information as protected under Article 35 of the constitution, as well as the following principles of public service under Article 232 of the Constitution:
 - i. High standards of professional ethics
 - ii. Responsive, prompt, effective, impartial and equitable provision of services
 - iii. Involvement of the people in the process of policy making
 - iv. Accountability for administrative acts
 - v. Transparency and provision to the public of timely, accurate information.
- (5) A declaration that the 1st respondent contravened Article 10 of the Constitution on public participation and on transparency by refusing and or failing to secure the participation of the applicants in the transition process by failing to carry out the exercise in an open and transparent manner.
- (6) A declaration that prior to their transition either through appointment, redeployment or retirement, the petitioners are entitled to and the 1st respondent and 2nd respondents are under a duty to provide them with information covering all the three statutory transition options, that is to say, the staff establishment structure approved by the board of the 1st respondent, the terms and conditions of their employment including their remuneration, the exit package in place for those wishing to retire and the names of Ministries, Departments and or Agencies (MDAs) which will absorb those wishing to join public service and the terms and conditions of their employment therein including remuneration.



- (7) An order directing the 1st and 2nd respondent to restart and undertake the transition exercise in accordance with the law and the constitution and in particular in terms of the items particularized in prayers 1 to 6 above.
 - (8) An order for compensation of damages for violation of the petitioners and NHIF staff rights protected under the Bill of Rights.
 - (9) Costs of the petition
 - (10) Any other appropriate relief that the court may deem fit to grant to meet the ends of justice.
2. The parties engaged in negotiations post filing of the amended petition and on 23.07.2025 entered into a consent order in the following terms:
- (1a) Prayers 1, 2, 2A, 3B, 4, 5, 6 and 7 of the petition as amended and dated 04.07.2025 are hereby determined in terms that all staff of defunct NHIF who will not be absorbed by the Social Health Authority (SHA) and who will opt for redeployment in the wider public service will retain their prevailing NHIF last salary personal to self until they exit the public service through normal retirement, resignation or any other lawful means.
 - (1b) Any letters already communicated to staff to defunct NHIF who have already been deployed within the wider public service be varied to reflect the retention of salary personal to self in terms of order 1(a) above.
 - (2) The application for contempt of court dated 17.06.2025 be and is hereby marked as withdrawn.
 - (3) Prayers (3) and (3A) of the amended petition be determined by way of a judgment of the court on the basis of pleadings and written submissions on record.
 - (4) Orders of the court given on 24.04.2025 and extended on 08.06.2025 as well as orders given on 16.07.2025 be and are hereby set aside.
 - (5) The issue whether the staff of NHIF competitively recruited for absorption into the service of SHA should retain their NHIF salaries personal to self-consequential to recruitment for appointment by SHA be submitted upon for determination by the court.
 - (6) Each party to bear own costs of the petition.
 - (7) The deputy registrar to issue the order today.
3. The amended petition was based upon the supporting affidavit and exhibits thereto filed together with the amended petition and supplementary affidavit of Angela Kiloko Mutuku sworn on 23.07.2025. The petitioners' case as regards the outstanding issues, that is prayers number 3 and 3A in the amended petition, is as follows:
- a. The *Social Health Insurance Act* No. 16 of 2023 (the Act) was enacted on 19.10.2023 and commenced on 22.11.2023.
 - b. The *Act* repealed the *National Health Insurance Fund Act* No. 9 of 1998.
 - c. That the transition was to be completed by 21.11.2024 that is one year from the commencement date.



- d. The Act provides that some of the NHIF employees would be absorbed by and become employees of the 1st respondent then those who will not have been so absorbed will have the freedom of choosing to either retire from service or be absorbed within the wider public service.
 - e. The petitioners state that they are aware that a transition committee was formed which prepared a report with recommendations to the effect that the staff who opt to retire from service would be entitled to an exit package.
 - f. That among the documents that guided the Transition Committee in making their recommendations for exit package was the Collective Bargaining Agreement (CBA) dated 16.12.2022.
 - g. The petitioners state that there had previously been a voluntary early retirement scheme within the defunct NHIF when exit package was paid to the concerned staff and as such the 1st respondent has access to guidelines on how to compute and pay exit packages to retiring employees.
 - h. That at a meeting with the respondents held on 02.05.2025 the petitioners inquired and were verbally told that there was not going to be any exit package for those who would wish to retire from service, and no reason was given for stating so.
 - i. The exit package contemplated by the Transition Committee is not equivalent to the normal retirement package under pension scheme that the NHIF staff would earn upon attainment of the normal retirement age.
 - j. The retirement contemplated under the Social Health Insurance Act, is not the normal retirement either and as such it calls for an exit package that is in line with, among others, industry practice.
 - k. That there exists past industry practice in respect of exit package for employees who exit service in circumstances other than normal retirement that is usually triggered by age. The NHIF has in the past paid exit packages to its staff who exited service under Voluntary Retirement Package (VRP) and Voluntary Separation Initiatives (VSI).
 - l. The transition committee co-opted representatives from all stakeholders including the 2nd respondent and the Treasury in the deliberations leading to the development of the Transition Committee Report.
 - m. That the report is a product of all the respondents to this petition.
 - n. The petitioners maintain that the respondent have not pointed out any illegalities in the Transition Committee's Report, to justify the refusal to comply with its recommendations.
4. The 1st respondent filed the replying affidavit of Dr Mercy Mwangangi, the Chief Executive Officer of the Social Health Authority, sworn on 21.07.2025 and drawn by the office of the Attorney General. It was stated and urged as follows:
- a. The petitioners' demand for an exit package has no foundation in law.
 - b. The transitional provisions of the Social Health Insurance Act does not provide for an exit package since there is no redundancy being declared and that those staff who may opt to retire will do so in accordance with the applicable staff retirement scheme.



- c. The transitional provisions of the [Social Health Insurance Act](#) specifically paragraph 6(5) of the First Schedule thereto only envisages three things to happen to the staff of the defunct NHIF as follows.
- i. Absorption by SHA after a recruitment exercise including the conduct of a suitability interview and assessment.
 - ii. Retirement in accordance with the applicable staff retirement scheme, Trust deed and rules.
 - iii. Redeployment within the public service.
- d. Any staff of the defunct NHIF who may opt to retire from the public service pursuant to paragraph 6(5) of the first schedule to the [Social Health Insurance Act](#) will do so in accordance with the applicable pension scheme trust deed and rules of the defunct NHIF.
- e. The transitional provisions under paragraph 6(5) of the first schedule to the [Social Health Insurance Act](#) provide a complete and exclusive framework for staff transition, limited to absorption by the SHA, retirement under existing pension schemes or redeployment within the public service.
- f. The respondent maintains that the statute's silence on exit packages is deliberate and must be respected as a legislative choice. The [SHI Act's](#) transitional mechanism leaves no room for implying additional benefits such as exit packages.
- g. The petitioners' reliance on constitutional principles of fair labour practices under Article 41 is misplaced as courts have held that constitutional rights do not create entitlements beyond those established by contract or statute. The [SHI Act](#) do not provide for an exit package and no such right can be inferred.
- h. The respondents maintain that the Court cannot read into statute terms that are not there. The [SHI Act's](#) silence on an exit package was a deliberate legislative choice and the petitioners cannot use the Court to create a benefit that the law does not provide.
- i. The petitioner's reliance on recommendations from the transition committee is misplaced. The committee was established by [Gazette Notice no 603 of 25.01.2024](#) with a limited six month advisory mandate.
- j. The transition committee had a strict six month term ending on 24.07.2024 with terms of reference limited to developing guidelines for the verification, audit and transfer of NHIF assets, liabilities and human resources and advising on operational mechanism for a smooth transition.
- k. The transition committee's mandate did not extend to recommending exit packages or redundancy terms, as no redundancy had been declared under section 40 of the [Employment Act, 2007](#). The committee's role was strictly advisory and procedural, and it had no authority to make binding decisions on staff exit mechanisms.
- l. The transition committee's final report was purely advisory in nature, it did not and could not include any legally binding recommendations on staff exit mechanisms as this would have required a formal declaration of redundancy under the law.
- m. The respondent maintains that the transition committee had no legal authority to determine or recommend exit packages or redundancy terms. Any such suggestions were *ultra vires* and



have no legal effect. The final authority on staff matters rests with the SHA Board and the PSC, a position affirmed by the court in Nairobi ELRC Cause No E1030 of 2023 *Kenya Union of Commercial Food and Allied Workers v. National Health Insurance Fund, Cabinet Secretary Ministry of Health and the Social Health Authority*.

- n. The CBA dated 16.12.2022 alluded to by the petitioner is legally unenforceable for reasons that the CBA was negotiated without the prior approval of the salaries and remuneration commission as held in the Supreme Court case *National Hospital Insurance Fund Management Board v Kenya Union of commercial Food and Allied workers & another; Attorney general (interested party)*(petition E024 of 2024)(2025) KESC 37 (KLR).
5. The 2nd respondent filed the Replying Affidavit of Paul Famba MBS, the Commission Secretary/CEO. It was stated and urged as follows:
 - a. That the transitional provisions of the *Social Health Insurance Act* does not provide for an exit package since there is no redundancy being declared and that those staff who may opt to retire will do so in accordance with the applicable staff retirement scheme.
 - b. The collective bargaining agreement that the petitioners have sought to rely upon in the computation of the alleged exit package was rendered null and void by the Supreme Court of Kenya vide its decision of 30.06.2025 in the case of *National Hospital Insurance Fund Management Board v. Kenya Union of Commercial Food and Allied Workers & another; Attorney General (interested party)* (Petition E024 of 2024)(2025) KESC 37 (KLR)(30 May 2025)(Judgment).
 6. Final submissions were filed for the parties. The Court has considered all the material on record. The Court returns as follows.
 7. To answer the 1st issue for determination, the Court returns that the option to retire by staff of the defunct NHIF rather than to get absorbed in the service of the 1st respondent through the looming competitive recruitment or rather than opting to be redeployed in the wider public service is a classical situation of redundancy. Section 2 of the *Employment Act* Cap.226 defines redundancy thus, "redundancy" means the loss of employment, occupation, job or career by involuntary means through no fault of an employee, involving termination of employment at the initiative of the employer, where the services of an employee are superfluous and the practices commonly known as abolition of office, job or occupation and loss of employment. In the instant case the option to retire has been imposed upon the staff of the defunct NHIF at the instance of their employer through the *SHI Act* and the transitional provisions. There is no alleged unsatisfactory performance, ill-health or misconduct alleged against the employees. The employees have been subjected to termination of their employment at the instance of the legislative repeal of the *NHIF Act* through the Enactment of the *SHI Act*. The 1st respondent as the liable employer by reason of the transitional provisions is liable to consequences of the redundancy styled as retirement, which essentially, is an early retirement characterised with loss of employment due to abolition of all offices under the defunct NHIF.
 8. Article 41 of the *Constitution* provides thus:
 - “ 41.
 - (1) Every person has the right to fair labour practices.
 - (2) Every worker has the right—
 - (a) to fair remuneration;



- (b) to reasonable working conditions;
 - (c) to form, join or participate in the activities and programmes of a trade union; and,
 - (d) to go on strike.
- (3) Every employer has the right—
- (a) to form and join an employers' organisation; and
 - (b) to participate in the activities and programmes of an employers organisation.
- (4) Every trade union and every employers' organisation has the right —
- (a) to determine its own administration, programmes and activities;
 - (b) to organise; and,
 - (c) to form and join a federation.
- (5) Every trade union, employers' organisation and employer has the right to engage in collective bargaining.”

9. As submitted for the petitioners, nothing in the *SHI Act* or by the respondents' submissions suggest that for the employees opting to retire, there exist a limitation or qualification to their lawful entitlement to a severance package as provided in section 40 of the *Employment Act*, a valid CBA or individual contracts of service or established practice to pay the early retirement or severance package. In particular, Article 24 on limitation of rights and fundamental freedoms provides as follows:

“24.

- (1) A right or fundamental freedom in the Bill of Rights shall not be limited except by law, and then only to the extent that the limitation is reasonable and justifiable in an open and democratic society based on human dignity, equality and freedom, taking into account all relevant factors, including—
- (a) the nature of the right or fundamental freedom;
 - (b) the importance of the purpose of the limitation;
 - (c) the nature and extent of the limitation;
 - (d) the need to ensure that the enjoyment of rights and fundamental freedoms by any individual does not prejudice the rights and fundamental freedoms of others; and,
 - (e) the relation between the limitation and its purpose and whether there are less restrictive means to achieve the purpose.



- (2) Despite clause (1), a provision in legislation limiting a right or fundamental freedom—
 - (a) in the case of a provision enacted or amended on or after the effective date, is not valid unless the legislation specifically expresses the intention to limit that right or fundamental freedom, and the nature and extent of the limitation;
 - (b) shall not be construed as limiting the right or fundamental freedom unless the provision is clear and specific about the right or freedom to be limited and the nature and extent of the limitation; and,
 - (c) shall not limit the right or fundamental freedom so far as to derogate from its core or essential content.
- (3) The State or a person seeking to justify a particular limitation shall demonstrate to the court, tribunal or other authority that the requirements of this Article have been satisfied.
- (4) The provisions of this Chapter on equality shall be qualified to the extent strictly necessary for the application of Muslim law before the Kadhis' courts, to persons who profess the Muslim religion, in matters relating to personal status, marriage, divorce and inheritance.
- (5) Despite clause (1) and (2), a provision in legislation may limit the application of the rights or fundamental freedoms in the following provisions to persons serving in the Kenya Defence Forces or the National Police Service—
 - (a) Article 31 — Privacy;
 - (b) Article 36 — Freedom of association;
 - (c) Article 37 — Assembly, demonstration, picketing and petition;
 - (d) Article 41 — Labour relations;
 - (e) Article 43 — Economic and social rights; and,
 - (f) Article 49 — Rights of arrested persons."

10. As submitted for the petitioners, the Transition Committee was within its mandate when it recommended that the 1st respondent's Board to conclude the review of the various Voluntary Separation Incentives (VSI) scenarios submitted by the Committee and approve one of the recommendations, amend or adopt a better option. At 5.8 of the Committee's Report, the Court finds that the Committee correctly so, stated that the advisory on VSI package for staff who will not be transitioned to 1st respondent or redeployed to the wider public service was grounded upon the 2017 Voluntary Early Retirement (VER) and Voluntary Separation Incentive precedence set by NHIF, provisions of the 2021-2023 CBA, and, provisions of section 40(1) (g) of the [Employment Act](#). The Committee then correctly advised that the 1st respondent includes the budgetary provision for



payment of separation package in its 2024/2025 annual budget. The Committee was also correctly alert that the payment of the package was well over and above as an addition to the pension and other staff retirement benefits under the NHIF Staff Retirement Benefits.

11. The Court finds that the respondents have failed to show that the petitioners' right to fair labour practices was limited as per the tests set out in Article 24 of the Constitution. In particular the respondents have failed to show a valid or any limitation of enjoyment of severance package as envisaged in section 40 of the Employment Act or their respective lawful CBA, contracts of service or practice for payment of severance package in the public service in event of redundancy styled as early retirement or similar schemes in the public service.
12. Under the ILO R166 - Termination of Employment Recommendation, 1982 (No. 166) at paragraph 24 on priority of rehiring provides as follows.

- “(1) Workers whose employment has been terminated for reasons of an economic, technological, structural or similar nature, should be given a certain priority of rehiring if the employer again hires workers with comparable qualifications, subject to their having, within a given period from the time of their leaving, expressed a desire to be rehired.
- (2) Such priority of rehiring may be limited to a specified period of time.
- (3) The criteria for the priority of rehiring, the question of retention of rights-particularly seniority rights-in the event of rehiring, as well as the terms governing the wages of rehired workers, should be determined according to the methods of implementation referred to in Paragraph 1 of this Recommendation.”

Paragraph 1 of the Recommendation states,

- “1. The provisions of this Recommendation may be applied by national laws or regulations, collective agreements, works rules, arbitration awards or court decisions or in such other manner consistent with national practice as may be appropriate under national conditions.”

Thus, the Court considers that the re-hired staff of the defunct NHIF would be upon transfer of service with recognition of accrued benefits, terms and conditions of service including remuneration and which can only be changed in accordance with the negotiations and applicable laws.

13. Further paragraph 18 of the said ILO R166 on severance and other income protection states as follow:
 - (1) A worker whose employment has been terminated should be entitled, in accordance with national law and practice, to-
 - (a) a severance allowance or other separation benefits, the amount of which should be based, inter alia, on length of service and the level of wages, and paid directly by the employer or by a fund constituted by employers' contributions; or
 - (b) benefits from unemployment insurance or assistance or other forms of social security, such as old-age or invalidity benefits, under the normal conditions to which such benefits are subject; or
 - (c) a combination of such allowance and benefits.



- (2) A worker who does not fulfil the qualifying conditions for unemployment insurance or assistance under a scheme of general scope need not be paid any allowance or benefit referred to in subparagraph (1) (a) of this Paragraph solely because he is not receiving an unemployment benefit under subparagraph (1) (b).
- (3) Provision may be made by the methods of implementation referred to in Paragraph 1 of this Recommendation for loss of entitlement to the allowance or benefits referred to in subparagraph (1) (a) of this Paragraph in the event of termination for serious misconduct.
14. The Court therefore returns that by International Labour Standards (ILS), the *Constitution*, and the statutory provisions, the defunct NHIF staff who opt not to be competitively absorbed or to be redeployed, they will in effect get severed as it obtains in redundancy and in what the *SHI Act* calls options to retire. The Court finds such staff are entitled to severance packages in accordance with the law, the lawful or valid CBA and individual contracts of service. Respondents submitted that the CBA the staff would seek to rely on has since been found unlawful by the Supreme Court but the Court returns that the dispute herein does not turn upon that submission and further, whether the CBA in the Supreme Court decision is the one applicable or not is an issue beyond the cause of action in the instant petition.
15. To answer the 2nd issue, the Court considers that the 1st respondent's substantially taking over of the business previously performed by the defunct NHIF amounted to transfer of a going concern or undertaking or simply, transfer of business. In that view, fair labour practices as envisaged in Article 41 of the *Constitution* imply that employees are generally entitled to remuneration and benefits which had accrued during the service with the previous employer. The Court considers that the new employer is obligated to recognise the prior service in determining future employee entitlements. It is that if in a transfer of a going concern or undertaking or business the new employer absorbs the employees of the previous manager or owner or entity, then fair labour practices obligate the new employer and imply continuing employment with recognition of previous service, terms and conditions of service including remuneration and other benefits. Thus under the principle of sanctity of contracts and the more specific rule on fair termination of employment contracts, the new employer in such circumstances is obligated to recognise the previous service, because, the absorption, in such cases, is essentially a transfer of service from the previous to the new employer.
16. As submitted for the respondents, the new employer, in the instant case, the 1st respondent, may seek to harmonise terms and conditions of the absorbed staff with those of the 1st respondent's workforce or restructure the enterprise with potential change in salaries, allowances and benefits. The Court holds that the same can be done but only through negotiation and consultations and not unilaterally. The employees of the defunct NHIF who the 1st respondent will absorb and where it is desired to vary their terms and conditions of service have a right to be consulted and to be given an opportunity to negotiate about changes in their terms and conditions of service including remuneration and other benefits. The Court returns that the employees are so entitled to be consulted and to negotiate by themselves or through their trade unions. That is more so because per Article 41 of the *Constitution*, the right to associate, to collectively bargain and to fair remuneration, terms and conditions of service is the core of fair labour practices.
17. Thus section 10 (5) of the *Employment Act* provides that where there is any changes in particulars, terms and conditions of employment, the employer shall, in consultation with the employee, revise the contract to reflect the change and notify the employee of the change in writing. Thus, where the 1st respondent desires to vary the remuneration and benefits of those of the defunct NHIF staff it will



absorb consequential to the competitive and priority employment in that regard, then such variation cannot be unilateral but must be done through consultation with the employee or the trade union.

18. Accordingly, as submitted for the petitioners, in upholding fair labour practices per Article 41 of the Constitution, the Court holds that an employee cannot be absorbed by a new employer in a transfer of undertaking, going concern or business at a lower salary without the consent of the employee. The Court holds that the objective of the principle of transfer of undertaking is to protect the employee rights and ensure continuity of employment including terms and conditions of service – the terms and conditions of service are maintained during the transfer of entity and thus, what is commonly known as transfer of service. In such instance, the absorbed employees are entitled to continue enjoying accrued benefits such as long service awards because there is no break in their service.
19. To answer the 3rd issue, it should be obvious by the consent order given on 23.07.2025, the terms thereof were express that the issue was submitted for determination of the Court, the issue being, whether the staff of the defunct NHIF competitively and on priority absorbed in the service of the 1st respondent will retain their NHIF salaries personal to self and consequential to recruitment for appointment by the 1st respondent. The submission for the respondents that by consent settling stated prayers meant the issue was settled is found inconsistent with that express term of the issue being determined by the Court. It is that notwithstanding the consent on the settled or determined prayers in the amended petition, the stated issue fell for determination.
20. To answer the 4th issue, the Court returns that by the findings herein, the denial of NHIF salaries personal to the defunct NHIF staff upon competitive recruitment by 1st respondent or denial of severance package to those defunct NHIF staff who opt to retire would amount to discrimination as they are entitled to equality before the applicable law on redundancy per Article 27 of the Constitution and fair treatment in that respects per section 5 of the Employment Act.
21. To answer the 5th issue, the Court returns that the petitioners are entitled to affirmative answers to the two issues in dispute and the related reliefs as urged and prayed for will issue in their favour.
22. The issue of costs of the petition was determined in the consent order given on 23.07.2025.

In conclusion, the residual petition is hereby determined in favour of the petitioners against the respondents with orders as follows:

1. The declaration that to comply with their constitutional right to fair labour practices, the employees who will opt to retire by operation of the Social Health Insurance Act are entitled to an exit package as found in this judgment.
2. The order compelling the 1st and 2nd respondents to compute and pay an exit package to the staff of the defunct NHIF who opt to retire from service by operation of the Social Health Insurance Act.
3. The declaration that the staff of the defunct NHIF competitively and on priority recruited and absorbed in the service of the 1st respondent will retain their NHIF salaries personal to self and consequential to the competitive recruitment for appointment by the 1st respondent, unless, the salaries are lawfully varied with the consent or consultation and negotiations with the affected employees or their respective trade union, or, in accordance with applicable law.

SIGNED, DATED AND DELIVERED BY VIDEO-LINK AND IN COURT AT NAIROBI THIS TUESDAY 29TH JULY, 2025.

BYRAM ONGAYA



PRINCIPAL JUDGE

