

KENYA / JUDGMENT

Waweru v Scanad Kenya Limited & another [2026] KEELRC 1153 (KLR)

[2026] KEELRC 1153 (KLR)

COURT

Employment and Labour Relations Court

CASE / FILE NUMBER

Cause E287 of 2025

Source: new.kenyalaw.org · Research copy typeset by Esheria. Not court-issued or certified.

Waweru v Scanad Kenya Limited & another (Cause E287 of 2025) [2026] KEELRC 1153 (KLR) (24 April 2026) (Ruling)

Neutral citation:

[2026] KEELRC 1153 (KLR)

Republic of Kenya

In the Employment and Labour Relations Court at Nairobi

Cause E287 of 2025

AK Nzei, J

April 24, 2026

Between

Grace Wambui Waweru

Claimant

and

Scanad Kenya Limited

1st Respondent

WPP Plc

2nd Respondent

Ruling

Background

1.The Claimant sued the 1st and 2nd Respondents vide a Statement of Claim dated 1st April, 2025 and pleaded, inter-alia:-a.that the Claimant was in the employment of the 1st Respondent company from the 1st July, 2023 in the position of Managing Director on permanent and pensionable terms, and was reporting to the 2nd Respondent's Chief Executive Officer, a position she held until 26th November, 2024 when she was unlawfully and unprocedurally terminated without any valid reasons and/or justification.b.that the Claimant worked diligently and honestly for the Respondent, and was ready and willing to continue working for the said company, drawing a monthly salary of Kshs.1,540,000/= all inclusive, were it not for her unlawful termination.c.that by a letter dated 1st November, 2024, the 1st Respondent's Group Chief Executive Officer and Executive Director suspended the Claimant from employment on unfounded allegations of gross misconduct, to which the Claimant responded by denying the allegations.d.that the Claimant was thereafter issued with a Notice to show cause letter dated 11th November, 2024, raising several charges on grounds of gross misconduct against the Claimant, to which the Claimant responded vide her letter dated 5th November, 2024.e.that by a letter dated 26th November, 2024, the Respondent unlawfully dismissed the Claimant from its employment. That the termination was effected maliciously and without any due regard to the Claimant's welfare and rights, as the Respondent discriminated against the Claimant and victimized her.

2.The Claimant seeks reliefs against the Respondents as stated in the Statement of Claim filed herein, and dated 1st April, 2025 as aforestated.

3.The 2nd Respondent filed an application dated 13th May, 2025, which is the application before me for determination.

The Notice of Motion dated 13th May, 2025

4.The 2nd Respondent seeks the following Orders in the aforesaid application:-a.That the application be dealt with on priority basis before the disposal of the suit.b.That WPP PLC which has been joined as the 2nd Respondent herein be struck out as a party to these proceedings.c.That costs of the application be paid by the Claimant.

5.The application sets out on its face the grounds on which it is brought, and is predicated on the supporting affidavit of Mark Julian Pavey, the 2nd Respondent's General Counsel, sworn in London on 4th June, 2025. It is deponed in the said supporting affidavit, inter-alia:-a.that the Claimant is not, and has never been an employee of the 2nd Respondent.b.that from the face of the memorandum of claim dated 18th April, 2025, and other documents filed herein by the Claimant, there is no employment relationship or other nexus between the claimant and the 2nd Respondent; and that the Memorandum of Claim does not disclose any cause of action against the 2nd Respondent.c.that the 2nd Respondent (WPP PLC) is a separate legal entity registered in Jersey, with its registered office at 22 Grenville Street, St. Helier, Jersey JE4 8 PX, registered

number 111714.d.that it is clear from the Claimant's own documents that the employment relationship was between the Claimant and the 1st Respondent.e.that the Claimant's witness statement has made references to WPP Scangroup PLC, which is also a separate entity registered and carrying out business in Kenya and listed in Nairobi Securities Exchange. That the 2nd Respondent is not a party to the contract of employment between the Claimant and the 1st Respondent.f.that there is no contractual relationship between the Claimant and the 2nd Respondent, that the 2nd Respondent is not a necessary party to the proceedings herein and was erroneously and/or maliciously joined thereto; and has no knowledge of the matters set out in the Claimant's claim, which are specific to her employment.g.that no prejudice will be occasioned to the Claimant or the 1st Respondent if the 2nd Respondent is struck out from the proceedings herein; but the 2nd Respondent will be unduly and unfairly prejudiced by the time, resources and legal expense that will be incurred if it is forced to unnecessarily participate in the proceedings herein.h.that under Section 12(1) of the Employment and Labour Relations Court Act, this Court's Jurisdiction only extends to disputes arising from or connected to an employment or trade relationship between the parties. That there was no employment relationship or other nexus between the Claimant and the 2nd Respondent.

6.Documents annexed to the supporting affidavit include copies of the 2nd Respondent's Certificate of Incorporation and the Claimant's employment contract.

7.The application is opposed by the Claimant vide her replying affidavit sworn on 4th July, 2025. It is deponed in the said replying affidavit:-a.that the suit raises a reasonable cause of action against the 2nd Respondent, who is defined as "WPP- means WPP PLC, a limited liability company incorporated in the united Kingdom" under the Claimant's contract of employment dated 13th May, 2023. That enjoinder of the 2nd Respondent is necessary to enable the Court to effectively adjudicate upon and to settle all questions involved in the suit.b.that at paragraphs 8 and 10 of the Statement of Claim, the Claimant has listed particulars of malice and aggravated malice on the part of the Respondents; and that remedies are sought against both Respondents who are cited in the Claimant's contract of employment.c.that during the appeal hearing held on 6th December, 2024, there was attendance on the part of the 2nd Respondent as indicated in the minutes as follows:-i.Beverley Spencer Obatoyinbo – Independent and Non-executive Director WPP Scangroup PLC.ii.Kath Ennis-Chief People Officer WPP, Specialist Communications and Public Relations.d.that WPP PLC convened and chaired the Appeal hearing remotely through Microsoft Teams Platform while in the United Kingdom where the 2nd Respondent is incorporated as indicated in the Claimant's contract of employment.e.that the Claimant has raised substantial issues touching on the manner in which the appeal hearing was conducted. That participation of the 2nd Respondent in the proceedings is crucial.

8.The 2nd Respondent filed a further affidavit, sworn by Mark Julian Pavey on 18th August, 2025, joining issues with the Claimant/Respondent over the issues raised. I have noted and considered the depositions made in the said further affidavit, and in particular the depositions that:-a.that under Kenyan law, it is settled that a limited liability company has a separate identity from its shareholders, directors and other persons. That the 2nd Respondent is (via a chain of ownership)

a shareholder in the 1st Respondent, but that it is uncontested that the subject contract was signed between the Claimant and the 1st Respondent. b. that WPP PLC (the 2nd Respondent) is a completely separate entity from WPP Scangroup PLC, which is not a party to these proceedings.

9. Parties filed written submissions on the application pursuant to the Court's directions in that regard.

10. Prayer (a) in the application, as set out in paragraph 4 of this Ruling is already spent. The single issue for determination herein is whether WPP PLC, the 2nd Respondent/Applicant herein, should be struck out as a party to the proceedings herein.

11. It was submitted on behalf of the 2nd Respondent/Applicant, inter alia, that under the terms of the contract dated 26th May, 2023, which forms the anchor of the Claimant's claim herein, the Claimant was employed by the 1st Respondent. That it is an established position that parties are bound by the terms of their contracts. Counsel for the Applicant cited the Court of Appeal's decision in the case of National Bank of Kenya Ltd – vs – Pipeplastic Samkolit (K) Ltd & Another [2001] KECA 362 (KLR) where it was held that: “... A court of law cannot re-write a contract between parties. The parties are bound by the terms of their contract, unless coercion, fraud or undue influence are pleaded and proved. There was not the remotest suggestion of coercion, fraud or undue influence in regard to the terms of the charge.”

12. Counsel for the 2nd Respondent/Applicant further submitted that a contract only applies to the parties thereto and cannot be enforced by or against a third party. That the doctrine of privity of contracts is fundamental to enforcement of contracts, including contracts of employment. Counsel cited the Court of Appeal's decision in the case of Savings & Loan (K) Limited – vs – Kanyenje Karangaita & Another [2021] eKLR where the Court stated as follows: “In its classical rendering, the doctrine of privity of contract postulates that a contract cannot confer rights or impose obligations on any person other than the parties to the contract. Accordingly, a contract cannot be enforced either by or against the third party. . . .”

13. Counsel for the Claimant/Respondent on the other hand submitted inter-alia, that the 2nd Respondent convened and chaired the hearing of the Claimant's appeal via Microsoft Teams Platform while in the UK where it is incorporated, and that in attendance (at the appeal hearing) Beverly Spencer Obatoyinbo and Kath Ennis were from the 2nd Respondent. Counsel placed reliance on Order 1 Rule 3 of the Civil Procedure Rules, and cited the Court's decision in the case of Hon. Waweru Kiarie Waweru – vs – Moses Kanyira & 2 Others [2018] eKLR where the Court, in a similar application seeking the striking out of the 2nd Respondent in that case, stated that in determining the question of who is a necessary party, the test to be applied is: -i. there must be a right to some relief against such party in respect of the matter involved in the proceedings in question, and ii. it should not be possible to pass an effective decree in the absence of the party.

14. Having considered all the material placed before me, the twin issues for determination are whether the 2nd Respondent is a necessary party in the proceedings herein, and whether the Claimant's suit discloses a cause of action against the 2nd Respondent, WPP PLC.

15. At paragraph 4 of the Claimant's Statement of Claim dated 1st April, 2025 and filed herein, the Claimant pleads as follows:-“

4. The Claimant was in the employment of the 1st Respondent company from the 1st July, 2023 in the position of Managing Director on permanent and pensionable terms and reporting to the 2nd Respondent's Chief Executive Officer, a position she held until 26th November, 2024 when she was unlawfully and unprocedurally terminated without any valid reason and/or justification.”

16. Clause 1 of the Claimant's contract of employment dated 26th May, 2023, which forms part of the suit documents filed by the Claimant herein, states as follows:-“1. Position Your appointment is for the position of Managing Director. You shall report to WPP Scangroup Group Chief Executive Officer, or any other company as may be directed by the Company . . .”

17. The aforementioned clause of the Claimant's contract also refers to rules, policies and procedures, including rules issued by the company or WPP and the WPP Policy Book, as rules and policies that the Claimant would comply with.

18. In the minutes of the Appeal Hearing held on 26th November, 2024, which the Claimant has deposed was convened and chaired by the 2nd Respondent, reference is repeatedly made to WPP and WPP Scangroup PLC. There is also a mention in the minutes of WPP (by Beverly Spencer) being the parent company.

19. Why would the 2nd Respondent convene and chair a disciplinary process against the Claimant if it had no legal interest and/or involvement in the Claimant's employment? What is the legal relationship between the 1st and the 2nd Respondent companies?

20. The term “employer” is defined in the Employment Act as:-“any person, public body, firm, corporation or company who or which has entered into a contract of service to employ any individual and includes the agent, foreman, manager or factor of such person, public body, firm, corporation or company.”

21. The Black's Law Dictionary (10th Edition) defines “a factor” as:-“Someone who acts for another . . . and differs from a broker because the factor possesses or controls the property . . .”

22. What companies comprise WPP Scangroup Group referred to in the Claimant's contract of employment. A person and/or entity who/which controls and supervises the performance of an employment contract, and even actively participates in disciplinary proceedings leading to termination of employment is a necessary party in subsequent Court proceedings arising from the termination. The issue of liability becomes one that can only be determined upon full trial of the suit, and taking of evidence.

23. In view of all the foregoing, and having considered written submissions filed on behalf of the 2nd Respondent/Applicant and the Claimant, I decline to strike off the 2nd Respondent as a party to the proceedings herein. The Notice of Motion dated 13th May, 2025 is hereby dismissed with no order as to costs.

24.The 1st and the 2nd Respondents shall, within 21 days from the date of this Ruling, file all their pleadings to facilitate fast-tracking of the suit herein.

25.It is so ordered.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 24TH DAY OF APRIL 2026AGNES KITIKU
NZEIJUDGEOrderThis Ruling has been delivered via Microsoft Teams Online Platform. A signed
copy will be availed to each party upon payment of the applicable Court fees.AGNES KITIKU
NZEIJUDGEAppearance:Mr. Museve for the ClaimantMiss Sirawa for the Respondent

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://new.kenyalaw.org/akn/ke/judgment/keelrc/2026/1153/eng@2026-04-24>

CASE PAGE <https://chat.esheria.ai/case-law/kenya/waweru-v-scanad-kenya-limited-another-unlawfultermination-employment-and-labour-relations-court-2026>

Prepared on 14 October 2026 · Esheria