



REPUBLIC OF KENYA



KENYA LAW
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**Shivali Investments Limited & 3 others v Chandaria & 8 others (Civil Suit 560 of 2005)
[2024] KEHC 14798 (KLR) (Commercial and Tax) (27 November 2024) (Ruling)**

Neutral citation: [2024] KEHC 14798 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
CIVIL SUIT 560 OF 2005
A MABEYA, J
NOVEMBER 27, 2024**

BETWEEN

**SHIVALI INVESTMENTS LIMITED 1ST PLAINTIFF
NAVAL HOLDINGS LIMITED 2ND PLAINTIFF
KETTY INVESTMENTS LIMITED 3RD PLAINTIFF
SAAF HOLDINGS LIMITED 4TH PLAINTIFF**

AND

**MAGANLAL MOTICHAND CHANDARIA 1ST DEFENDANT
NISHA DINESH CHANDARIA W/O DINESH MAGANLAL CHANDARIA
(BEING SUED AS THE PERSONAL REPRESENTATIVE OF THE ESTATE OF
THE LATE DINESH MAGANLAL CHANDARIA 2ND DEFENDANT
MAHESH MAGANLAL CHANDARIA 3RD DEFENDANT
CONIFERS TRADING LIMITED 4TH DEFENDANT
CHANDARIA HOLDING LIMITED 5TH DEFENDANT
DIMA LIMITED 6TH DEFENDANT
GOLDERA LIMITED 7TH DEFENDANT
KEVIS INVESTMENTS LIMITED 8TH DEFENDANT
GUARDIAN BANK LIMITED 9TH DEFENDANT**



RULING

1. On 7/11/2024, this Court gave directions that it cannot hear the references because of the stay orders of the Court of Appeal. That however, it could give clarification on any part of its judgment even though its execution had been stayed.
2. On 12/11/2024, the parties appeared and made submissions on the parts of the judgment that clarification was required. These are; the interest payable on the judgment sum of KShs. 196 million and the securities that were ordered to be returned.
3. On the interest payable on the judgment sum of KShs. 196M, paragraph 55(a) of the judgment is clear. The Court specified at length how the judgment amount was payable. It split the amount and specified the dates from when the interest was payable. It should be noted that when interest is ordered by the Court the same is always simple interest and not compound.
4. The judgment sum was not payable at once. It was payable on various dates. The sums specified on paragraph 55(a) (i) to (x) of the judgment are cumulative and not otherwise. In order not to charge interest on interest, (avoid compound), the Court specified the date from when each separate amount was to attract interest. It is after para 55 (a) (x), 1/1/2011 that the entire judgment sum was to attract interest at 12% per annum until the date of judgment. The other sums were to attract interest of 12% for the period specified, ie per one completed year separately.
5. Accordingly, I hold that the interest of 12% was applicable on the judgment sum as prorated each year and not cumulative ie the separate amounts attracted interest of 12% per year (12 months) save for the total sum in para 55 (a) (x) which attracted interest from 1/1/2011 to the date of the judgment.
6. As regards the securities in para 55(b), the order was in terms of paragraph (e) of the plaint. The parties are aware of the securities that were offered as per the Memorandum of Understanding.

It is so ordered.

DATED AND DELIVERED AT NAIROBI THIS 27TH DAY OF NOVEMBER, 2024.

A. MABEYA, FCI Arb

JUDGE

