



**Integra Limited v Tusker Mattress Limited (Arbitration Cause E024 of 2022)
[2023] KEHC 1182 (KLR) (Commercial and Tax) (27 January 2023) (Ruling)**

Neutral citation: [2023] KEHC 1182 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
ARBITRATION CAUSE E024 OF 2022
PN GICHOHI, J
JANUARY 27, 2023**

BETWEEN

INTEGRA LIMITED APPLICANT

AND

TUSKER MATTRESS LIMITED RESPONDENT

RULING

1. By chamber summons dated March 3, 2022 brought under section 36 (1) of the *Arbitration Act* No 4 of 1995 and Rule 6 and 9 of the *Arbitration Rules 1997*, the Applicant seeks orders that the Arbitral Award by the sole Arbitrator Mary Ang'awa 'FCIArb published on December 17, 2020 Arbitration between Integra Limited v Tusker Mattresses Limited be recognised and adopted as the judgment of this court. Further, he seeks leave to enforce the said Award as the decree of this court. Lastly, he asks to be awarded the cost of this application.
2. That application is supported by the affidavit sworn by Nileshkumar Monhanlal Shah on March 3, 2022 as the Director of the Applicant company. He has attached the Lease Agreement dated December 24, 2014 where parties had agreed to submit any dispute arising from the said Lease to arbitration by a Sole Arbitrator whose decision shall be final.
3. He states that a dispute arose on the performance of parties' obligations under the Lease, the Applicant referred the dispute to arbitration and the Chattered Institute of Arbitrators appointed Hon Mary Ang'awa as the Sole Arbitrator. Parties then submitted themselves before the Sole Arbitrator who rendered and published the determination of the dispute between the two parties on December 17, 2020. He further sates that there was no opposition, challenge , dispute or appeal against the final Award.



Determination

4. I have considered the application and affidavit in support together with the annexures thereto. Section 36 of the Arbitration Act provides: -
- (1) A domestic arbitral award, shall be recognised as binding and, upon application in writing to the High Court, shall be enforced subject to this Section and Section 37.
 - (2) ...
 - (3) Unless the High Court otherwise orders, the party relying on an arbitral award or applying for its enforcement must furnish.
 - (a) the original arbitral award or a duly certified copy of it; and
 - (b) the original arbitration agreement or a duly certified copy of it.
 - (4)
 - (5)”
5. I have seen the certified copy of the Award and is no opposition under Section 37 of the Arbitration Act hence the finality of the Arbitral Award herein . I therefore find that the Applicant has complied with the provisions of the Arbitration Act. The application is merited and allowed in the following terms:-
1. The final award published on December 17, 2020 by Hon Mary Ang’awa Sole Arbitrator be and is hereby recognized and adopted as a judgement of this court.
 2. Leave is granted to the applicant to enforce the award as a decree of this court.
 3. Costs are awarded to the applicant.

READ, SIGNED AND DELIVERED VIRTUALLY AT MILIMANI THIS 27TH DAY OF JANUARY, 2023.

PATRICIA GICHOHI

JUDGE

In the presence of:

Mr. Olala for Applicant

N/Attendance by Respondent

Grace Njuki, Court Assistant

