



**REPUBLIC OF KENYA**

**IN THE HIGH COURT OF KENYA AT KISUMU**

**MISC. CAUSE NO. 78 OF 2015**

**IN THE MATTER OF TAXATION OF THE ADVOCATE – CLIENT BILL OF COSTS**

**OTIENO RAGOT AND CO. ADVOCATES ..... APPLICANT/ADVOCATE**

**VERSUS**

**KENINDIA ASSURANCE CO. LIMITED ..... RESPONDENT/CLIENT**

**ARISING FROM**

**KISUMU HCCA NO. 578 OF 2004**

**EMILY CHEBWON TOWETT ..... PLAINTIFF**

**VERSUS**

**JESSA TRADING CO. LIMITED ..... 1ST DEFENDANT**

**KIRAN KUMAR SHAH ..... 2ND DEFENDANT**

**JUDGMENT**

The Advocate/Applicant's prayers in the Notice of Motion dated 7th August 2015 are for judgment for the taxed costs of Kshs.317,256/58 together with interest at 14% per annum from 31st July 2015 until payment in full; Interest accrued on those costs and disbursements from 15th June 2014 and the costs of the application.

The only ground of opposition to the application is that the interest should be calculated from the date of the ruling and not from the date of filing the bill of costs. In so arguing Miss Aron for the Client/Respondent placed reliance on the decision of this Court in **Otieno Ragot & Co. Advocates V. Kenindia Assurance Company [2015] eKLR** where I held that the interest ought to be calculated once the costs were agreed or taxed.

Each case is to be decided on its own and I must reiterate that my interpretation of the "bill" referred to in paragraph 7 of the Advocates Remuneration Order is one that the Advocate intends that the client should settle but not the bill of costs served on the client for purposes of taxation. In the latter case the Advocate is merely notifying the client that he has filed a bill for taxation which he may defend but not asking him to pay. Both paragraphs 6 and 7 of the Advocates Remuneration Order are clear on when interest becomes payable. Here the Advocate has demonstrated that he served the client with a proforma invoice, which it duly received, with the intention that the same be settled. This in my view fits the description of the bill referred to in paragraph 7. The client having not settled the costs the same attracted an interest of

14% per annum as provided in paragraph 7. It is instructive however that part of that interest was claimed at Item 53 of the Bill of costs and as the bill of costs was taxed as drawn the interest from 16th October 2014 to June 2015 should be excluded when calculating the interest now accruing.

The interest sought in prayer 2 shall ofcourse not be payable as the same will have been awarded under payer 1. The costs of the application shall be borne by the client. It is so ordered.

**Signed, dated and delivered at Kisumu this 29th day of September 2016**

**E. N. MAINA**

**JUDGE**

**In the presence of:-**

N/A for Applicant/Advocate

N/A for Respondent/Client

CC: Moses Okumu