

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA
AT NAIROBI (MILIMANI COMMERCIAL COURTS
Civil Case 602 of 2007

JOEL KAMAU KIBEPLAINTIFF

VERSUS

THE KENYA ALLIANCE INSURANCE CO. LTD.DEFENDANT

R U L I N G

Application dated 17/4/09 Notice of Motion seeks to correct an arithmetical mistake appearing in the ruling given on 27/3/2009 by this court. According to the record the judgment was entered for plaintiff against the defendant in the sum of Kshs.6,510,000/= and not Kshs.6,590,000/=.

The prayer 3 of the notice of motion seeks order for costs. The suit has been finalized. However, the costs of the suit was not granted to the successful party. Only costs of application was awarded. The plaintiff had indicated he would proceed with prayer (c) and (e) of the Plaint namely, special damages and costs.

The plaintiff proceeded to withdraw prayer (c) on special damages and therefore only prayers for costs is outstanding. Normally as stated in the **Civil Procedure Act** costs follow the event the winner is awarded the costs. Since the suit has now come to a conclusion, I find that the plaintiff is entitled to 90% of the costs which the defendant is entitled to 10% being the costs of withdrawn prayer.

It is so ordered. Judgment is correct to read “Kshs.6,510,000/=”.

DATED and **DELIVERED** at Nairobi this 18th day of 2009.

JOYCE N. KHAMINWA

JUDGE