



**Njoroge & 17 others v Principal Secretary Ministry of Interior & Coordination of the National Government (Judicial Review 3 of 2018) [2025] KEHC 1811 (KLR) (14 February 2025) (Ruling)**

Neutral citation: [2025] KEHC 1811 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NYERI  
JUDICIAL REVIEW 3 OF 2018  
MA ODERO, J  
FEBRUARY 14, 2025**

**BETWEEN**

**DANIEL WAWERU NJOROGE & 17 OTHERS ..... APPLICANT**

**AND**

**THE PRINCIPAL SECRETARY MINISTRY OF INTERIOR &  
COORDINATION OF THE NATIONAL GOVERNMENT ..... RESPONDENT**

**RULING**

1. This is a ruling on an objection raised by the Respondent to the payments of accrued interest on the Decretal amount of Kshs. 2,664,686.75 pursuant to the Decree issued by this Court on 30<sup>th</sup> November 2015.
2. Vide an Affidavit dated 18<sup>th</sup> April 2023, S. Mumbi Kiarie an Advocate of the High Court of Kenya acting for the state law office representing the Respondent it was deponed that on 17<sup>th</sup> August 2018 the Applicants forwarded to the office of the Hon. Attorney General the Certificate of costs against the Government of Kenya in the sum of Kshs. 2,664,686.75.
3. That the Respondents released the decretal sum to be paid to the Applicants on 1<sup>st</sup> July 2021, but that due to failure by the Advocates for the Applicants to co-operate with the Respondent, the payment could not be transferred to the bank accounts of the Applicants.
4. After much back and forth and exchange of several letters between the Respondents and the Advocate for the Applicants, the office of the Attorney General on 2<sup>nd</sup> March 2023 paid to the Applicants Advocate the sum of Kshs. 3,076,485.10 and a payment voucher was signed by the Applicants' Advocate.
5. The Respondent avers that this payment amounted to a full settlement of the Decretal sum together with interest limited to the six (6) year period as stipulated by Section 4(4) of the *Limitation of Actions Act* Cap 22 Laws of Kenya.



6. That the Applicants claim for payment of interest accrued is unjustified and has no basis given that the delay in making the payment was occasioned by their own Advocates.
7. The Applicants filed a Replying Affidavit dated 29<sup>th</sup> April 2024 sworn by Richard K. Macharia the 2<sup>nd</sup> Ex Parte Applicant duly authorized by the other Applicants.
8. The Applicant confirms that vide an order made on 7<sup>th</sup> February 2018, the court directed the Respondent to pay to the Applicants a Sum of Kshs. 2,664,686.75 together with interest at 12% per annum from 17<sup>th</sup> August 2018 until payment in full.
9. That on 22<sup>nd</sup> July 2019 the Respondents wrote to the Applicants' Advocate seeking account details in order to effect payment of a sum of Kshs. 3,067, 485.00 received from the Ministry of Interior and Coordination.
10. On 9<sup>th</sup> September 2021 the Applicants' Advocate wrote to the Respondent giving them the Bank details requested for. However the Respondents did not make the payment until 2<sup>nd</sup> March 2023 when the sum of Kshs. 3,067,485.10 was paid into the Advocates bank Account.
11. The Applicants aver that at the time this payment was made the decretal sum inclusive of interest had risen to Kshs. 4,116,629.43 and that as such the Respondent still owes to the Applicants an amount of Kshs. 1,040,144.43 which amount continues to accrue interest from 3<sup>rd</sup> March 2023 until payment is made in full.
12. The Applicants urge that the objection raised by the Respondent is baseless and is made in bad faith and urges the Court to dismiss the same.
13. The matter was canvassed by way of written submissions. The Respondents filed the written submissions dated 25<sup>th</sup> June 2024 whilst the Applicants relied upon their written submissions dated 10<sup>th</sup> June 2024.

### **Analysis And Determination**

14. I have considered the Objection raised by the Respondent, the reply filed by the Applicants as well as the written submissions filed by both parties. The only issue for determination is whether the additional interest of Kshs. 1,040,144.33 being claimed by the Applicants is payable.
15. The Respondents submitted that no arrears of interest in respect of the judgment debt was due and/or payable as six (6) years have now expired since the date when interest became due, thus Section 4(4) of the *Limitation of Actions Act* was applicable.
16. The Respondent argued that once the requisite payment processing documents were availed by the Applicants' Advocate, the Respondent released the amount of Kshs. 3,076,485.10 to said Advocate. That this payment discharged the Respondent from any future liability arising from the judgment in question as the Applicants had signed a Discharge Voucher.
17. On their part the Applicants submitted that the said Act was not applicable as the Court order was made on 7<sup>th</sup> February 2019 and said order clearly provided for accrued interest until payment in full.
18. Section 4(4) of the Limitations of Actions Act provides that:

“(4) An action may not be brought upon a judgment after the end of twelve years from the date on which the judgment was delivered, or (where the judgment or a subsequent order directs any payment of money or the delivery of any property to be made at a certain date or



at recurring periods) the date of the default in making the payment or delivery in question, and no arrears of interest in respect of a judgment debt may be recovered after the expiration of six years from the date on which the interest became due.” [own emphasis]

19. The court notes that as at February 2018 the decretal sum was Kshs. 2,664,686.75 together with interest at 12% per annum. It is agreed by all parties that on 2<sup>nd</sup> March 2023 the Respondent paid to the Applicants Advocate a Sum of Kshs. 3,067,485.10 which payment was acknowledged vide the Payment and Discharge Vouchers (Annexure MK’7’ to the Affidavit dated 18<sup>th</sup> April 2023)
20. It is pertinent to note that the initial decree dated 30<sup>th</sup> November 2015 was for Kshs. 1,800,000 with interest from the date of judgment and costs. The decree was issued on 16<sup>th</sup> August 2018.
21. The Judicial Review order which gave rise to the decretal sum of Kshs. 2,664,686.75 was dated 7<sup>th</sup> February 2018.
22. This order directed that the decretal sum be paid at Kshs. 2,266,686.75 together with interest from 17<sup>th</sup> August 2018 until payment in full. Interest on this decretal sum therefore began to accrue on the date the decree was issued being 17<sup>th</sup> August 2018. In the premises the Respondents contention that six (6) years had elapsed within the terms of Section 4(4) of the Limitation of Actions Act is not correct.
23. Having said that I do note from the annexures to the Respondents Affidavit dated 18<sup>th</sup> April 2023 that through a letter dated 22<sup>nd</sup> July 2021 the Hon. Attorney General confirmed to the Advocate for the Applicant that they had received the sum of Kshs. 3,076,485.10 for onward transmissions to the Applicants (Annexure MK ‘3’). By the same letter the Hon. Attorney General requested the law firm to ‘register itself with the IFMIS system and provide an IFMIS number to facilitate the payment.
24. It was not until 9<sup>th</sup> December 2022 more than one (1) year later that the Applicants Advocates wrote to the Hon. Attorney General providing the Bank details into which the payment was to be made (Annexure MK’4’)
25. It is pertinent to note that upon receipt of the Kshs. 3,076,485.10 the Plaintiffs signed a Discharge voucher and indemnified the Government against any further claims. As such this claim for additional interest is not tenable.
26. It is evident therefore that the delay in making the payment was occasioned by the Applicants Advocate who took more than one(1) year to provide the information required to facilitate payment. I have no doubt that if the required information had been provided within a reasonable period of say one month or so then the payment would have also been immediate. The Applicants cannot now claim additional interest due to delays caused by their own Advocate.
27. Finally award of interest is discretionary. (Section 26(1) of the Civil Procedure Act Cap Laws of Kenya, provides that:-

“ 26(1) Where and in so far as a decree is for the payment of money the court may, in the decree, order interest at such rate as the Court may deem reasonable to be paid on the principal sum adjudged from the date of the suit to the date of the decree in addition to any interest adjudged on such principal sum for any period before the institution of the suit with further interest at such rate as the court deems reasonable on the aggregate sum so adjudged from the date of the decree to the date of payment or to such earlier date as the court thinks fit.

In this case the payment together with interest has already been made and accepted by the Applicants.”



28. Given the circumstances I cannot sanction the payment of the further interest demanded by the Applicants. I therefore uphold the objection raised by the Respondent and direct that each party shall meet its own costs.

**DATED IN NYERI THIS 14TH DAY OF FEBRUARY 2025**

.....

**MAUREEN A. ODERO**

**JUDGE**

