



Chirchir t/a Cheronno Chirchir & Co Advocates v Africa Merchant Assurance Co Ltd (Civil Miscellaneous E369 of 2024) [2025] KEHC 4751 (KLR) (Civ) (20 March 2025) (Ruling)

Neutral citation: [2025] KEHC 4751 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)
CIVIL
CIVIL MISCELLANEOUS E369 OF 2024
TW CHERERE, J
MARCH 20, 2025**

BETWEEN

**SOPHIE CHIRCHIR T/A CHERONO CHIRCHIR & CO
ADVOCATES APPLICANT**

AND

AFRICA MERCHANT ASSURANCE CO LTD RESPONDENT

RULING

1. By a notice of motion dated 24th January 2025 brought under Section 51 (2) of the *Advocates Act* Cap 16 Laws of Kenya (hereinafter referred to as the Act), Paragraph 7 of the Advocates (Remuneration) Order and, the Applicant, a firm of advocates prays for orders:
 1. That judgment be entered in favour of the Applicant against the Respondent for the sum of Kenya Shillings one hundred fifty-three thousand, three hundred forty (KES.153,340) with interest at 14% per annum from 28th August 2024
 2. Costs of the application
2. The motion is premised on the grounds the Applicant was retained by the Respondent to act in for the defendant in MILIMANI CMCC 2303 OF 2014 but the Respondent has refused, failed and/or neglected to settle the taxed advocate's fees.
3. The application is supported by an affidavit sworn by Sophie Chirchir on 24th January 2025 in which it is averred that retainer is not disputed.
5. When the application came for hearing on 17th March 2025, the Respondent, though served on 27th January 2025, neither filed a response to the application nor sent a representative. The application is therefore unopposed.



6. Section 51 of the Act makes general provisions for entry of judgment on a Certificate of Taxation which has not been set aside or altered where there is no dispute as to retainer.
7. In the present case, there is no allegation that the Applicant had no instructions to act for the Respondent in MILIMANI CMCC 2303 OF 2014 for which costs were taxed. The Certificate of Taxation dated 10th December 2024 has neither been set aside nor altered and I see no reason to deny the Applicant, judgment as sought.
8. Paragraph 7 of the Advocates (Remuneration) Order states that: -

“an Advocate may charge interest at 14% on his disbursements and costs, whether by scale or otherwise, from the expiration of one month from the delivery of his Bill to the Client, provided that such interest is raised before the amount of the bill shall have been paid and tendered in full.”
9. Pursuant to the provisions of paragraph 7 of the Advocates Remuneration Order, interest on a bill of costs starts to accrue 30 days upon service of the bill. Upon reviewing the file, I found no record indicating the manner or date of service of the bill of costs dated 25th April 2024 upon the Respondent. In the absence of such proof, interest is not payable.
10. The upshot of this is that the notice of motion dated 24th January 2025 partially succeeds and is allowed in the following terms:
 1. Judgment is hereby entered for the Applicant against the Respondent for the sum of Kenya Shillings one hundred fifty-three thousand, three hundred forty (KES.153, 340)
 2. The Applicant is also awarded the costs of the application

DELIVERED AT NAIROBI THIS 20TH DAY OF MARCH 2025

WAMAE.T. W. CHERERE

JUDGE

Appearances

Court Assistant - Ubah

For Applicant - Mr. Mugo for P.K.Mbaabu & Co. Advocates

For Respondent - N/A

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