



Joe Ngigi & Company Advocates LLP v Trident Insurance Company Limited (Miscellaneous Civil Application E135 of 2023) [2025] KEHC 5528 (KLR) (5 May 2025) (Ruling)

Neutral citation: [2025] KEHC 5528 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT KISUMU
MISCELLANEOUS CIVIL APPLICATION E135 OF 2023**

A MABEYA, J

MAY 5, 2025

BETWEEN

JOE NGIGI & COMPANY ADVOCATES LLP APPLICANT

AND

TRIDENT INSURANCE COMPANY LIMITED RESPONDENT

RULING

1. By a Motion on Notice dated 26/3/2025, the Advocate sought Judgment against the Client for Kshs 160,335/= under a Certificate of Costs. The Motion was brought under section 51(2) of the [Advocates Act](#).
2. Although the application was served as evidenced in the Affidavit of service of Timothy Maxwell Oyomera of 25/4/2025, the same was not responded to. The same is unopposed but the Court has to satisfy itself that the Motion is merited.
3. I have considered the Supporting Affidavit of Joseph N. Ngigi sworn on 26/3/2025. It is clear that the Advocate acted for the respondent in KSM CMCC No E326 of 2020 – Achieng Otieno Dickson v Meshack Kitonga Muthama. A Certificate of Costs dated 19/2/2025 certified the costs at Kshs 160,335/=.
4. It is averred that the said Certificate has not been appealed against, altered or set aside. Under Section 51(2) of the [Advocates Act](#), an Advocate is entitled to judgment on a Certificate of Costs that has not been altered, varied or set aside.
5. In this regard, the Certificate dated 19/2/2025 not having been set aside or varied, Judgment is hereby entered for the Advocate in the sum of Kshs 160,335/= together with interest thereon and Costs of Kshs 15,000/= in respect of the Motion.

It is so ordered and file closed.



DATED AND DELIVERED AT KISUMU THIS 5TH DAY OF MAY, 2025.

A. MABEYA, FCI Arb

JUDGE

