



**Njonjo, Okello & Mutero Advocates, LLP v Centsavvy Credit
Ltd & another (Miscellaneous Application E213 of 2025)
[2025] KEHC 9337 (KLR) (Commercial and Tax) (23 June 2025) (Judgment)**

Neutral citation: [2025] KEHC 9337 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
MISCELLANEOUS APPLICATION E213 OF 2025**

F GIKONYO, J

JUNE 23, 2025

BETWEEN

NJONJO, OKELLO & MUTERO ADVOCATES, LLP APPLICANT

AND

CENTSAVVY CREDIT LTD 1ST RESPONDENT

FREDRICK IKANA 2ND RESPONDENT

JUDGMENT

1. Before me is the applicant/advocate's notice of motion dated 27th February 2025, expressed to be brought under Section 51(2) of the *Advocates Act* and Rule 7 of the Advocates Remuneration Order (ARO), seeking that:-
 1. The certificate of costs made in respect of taxation order made on 14th February 2025 for Kshs. 306,144.30 and Kshs. 533,823.30 be adopted as a judgment and decree of this court together with interest at 14% per annum from the date of filing the bills on 11th June 2024 till payment in full.
 2. The costs of this application be provided for.
2. The application is supported by the affidavit sworn by Francis Maina Njonjo, a partner in the applicant firm, on 27th February 2024. He deposed that upon instructions, the applicant represented the respondents in Chief Magistrate's Court cases no. MCCOMSU No. E258 of 2024 and MCCOMSU No. E259 of 2024 where the respondents had a liability of Kshs. 18,600,000/-. That having finalised the two cases, the court taxed the advocates/ client costs and certificates of the said costs were issued. That the certificates of costs have not been set aside and remains an order of this court to this day. That



the taxed costs have not been settled by the respondents either partially or in full and the respondents remain liable in full. That the respondents had not put any deposit towards the firm's legal fees in this matter or at all for representation in the concluded insolvency petition and there is no dispute on what is due and owing to the plaintiff there being a certificate of costs.

Analysis and Determination

3. The issue for determination is whether judgment should be entered for the applicant against the respondents in terms of the certificates of costs dated 14th February 2025.

4. Section 51(2) of the *Advocates Act* provides that:-

“The certificate of the taxing officer by whom any bill has been taxed shall unless it is set aside or altered by the court, be final as to the amount of the costs recovered thereby; and the court may make such order in relation thereto as it thinks fit, including where the retainer is not disputed, an order that judgment be entered for the sum certified to be due with costs.”

5. The court in *Kalonzo Musyoka & Paul M. Wambua (Practicing as Musyoka & Wambua, Advocates) v Rustam Hira (Practicing as Rustam Hira, Advocate)* [2006] eKLR, expounded that: -

“Section 51 of the Act makes general provisions as to taxation, as the marginal note indicates. One of those provisions is that the court has discretion to enter judgment on a Certificate of Taxation which has not been set aside or altered, where there is no dispute as to retainer. This in my view is a mode of recovery of taxed costs provided by law, in addition to filing of suit ...” See also *Lubulellah & Associates Advocates v N K Brothers Limited* [2014] eKLR

6. The applicant exhibited copies of the certificates of costs dated 14th February 2025. It also filed an affidavit of service sworn by Mathew Mwanza confirming that he served the application and the mention notice dated 3rd March 2025 upon the respondents at their offices on 3rd March 2025.

7. When the matter was mentioned on 18th March 2025, there was no appearance for the respondents.

8. There is no reference application filed against the taxation ruling. The certificate of the taxing officer by whom the bills have been taxed has not been set aside or altered by the court, thus, final as to the amount of the costs recovered. There is also nothing to show that the retainer is in dispute.

9. Therefore, other than the application for entry of judgment upon the certificates of costs being uncontested, it satisfies all the legal requirements for entry of judgment.

Interest

10. The applicant sought interest at 14% per annum from the date of filing the bills on 11th June 2024 till payment in full.

11. Rule 7 of the ARO provides that:-

“An advocate may charge interests at 14% per annum on his disbursement and costs whether by scale or otherwise, from the expiration of one month from the delivery of his bill to the client, such claim for interests is raised before the amount of the bill has been paid or tendered in full.”



12. The applicant did not provide any evidence to show when the bill was delivered to the respondents. Nonetheless, costs are at court's discretion. Section 26 of the [Civil Procedure Act](#). *Otieno, Ragot & Company Advocates v Kenya Airports Authority* [2021] KECA 587 (KLR)

Disposal

13. Accordingly, I allow the application dated 27th February 2025 is allowed in the following terms:-
1. Judgment is entered in favour of the applicant against the respondents for KES. 306,144.30 and KES. 533,823.30 in accordance with the Certificate of Costs dated 14th February 2025, together with interest at 14% per annum from 3rd April 2025 until payment in full.
 2. Costs of this application are awarded to the applicant.
 3. Orders accordingly.

DATED, SIGNED AND DELIVERED AT NAIROBI THROUGH MICROSOFT ONLINE APPLICATION THIS 23RD DAY OF JUNE, 2025

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F. GIKONYO M

JUDGE

In the presence of: -

Njonjo for Applicant

CA Kinyua

