



REPUBLIC OF KENYA



Adoyo v LAN (Suing as the Mother and Next Friend of CAC - A child) (Civil Appeal E876 of 2023) [2025] KEHC 10015 (KLR) (Civ) (11 July 2025) (Ruling)

Neutral citation: [2025] KEHC 10015 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)**

CIVIL

CIVIL APPEAL E876 OF 2023

AC MRIMA, J

JULY 11, 2025

BETWEEN

SHARON ANYANGO ADOYO APPLICANT

AND

LAN RESPONDENT

SUING AS THE MOTHER AND NEXT FRIEND OF CAC - A CHILD

RULING

1. This ruling relates to two applications. The first application is a Notice of Motion dated 27th February 2025 which was filed by Sharon Anyango Adoyo, the Appellant herein [hereinafter referred to as ‘the first application’] and the second application is a Notice of Motion dated 10th March 2025 filed by LA’ N, the Respondent herein [hereinafter referred to as ‘the second application’].
2. The first application sought the following orders: -
 1. That this matter be marked closed and/or settled.
 2. That the security for stay of Execution deposited in this Honourable court on 26th March 2024 pursuant to the court orders made on 29th November 2023 and 21st March 2024 be released to the Appellant and/or her Advocates.
 3. That the foregoing Orders (1) and (2) abide in NBI HCCA E903 of 2022 between *LA’ N (suing as next friend of CAC v Sharon Anyango Adoyo)*.
 4. That the costs of this application be provided for.
3. The second application sought the following orders: -



- a. That Kshs.1,000,000/= deposited in Court on 26th March 2024 be released to the Respondent through B&W Advocates LLP.
 - b. That the Appellant be condemned to pay costs of this application.
4. The background of the applications is that the Respondent sued the Appellant in Milimani CMCC E1237 of 2022 for injuries he sustained in a road traffic accident that occurred on or about 8th November 2021 involving a minor, CAC, and the Appellant's motor vehicle which was then insured by Kenya Orient Insurance Company Limited. An ex-parte judgment was rendered on 14th October 2022 in favour of the Respondent in the following terms:
- a. General damages –Kshs.3,000,000/=;
 - b. General damages for temporary prosthesis-Kshs.1,100,000/=;
 - c. General damages for durable prosthesis-Kshs.1,000,000/=;
 - d. Diminished earning capacity capacity-NIL;
 - e. Special Damages-Kshs.3,550/=;
 - f. Costs of the suit; and
 - g. Interests on the above a, b, c and d at court rates from the date of the judgment.
5. The Appellant then filed an application to stay the execution of the judgment and its setting aside. That application was dismissed with costs and it was on that basis that the Appellant filed the instant appeal. As the appeal was pending, the Respondent filed a declaratory suit against the Appellant's insurer, Kenya Orient Insurance Company Ltd, *vide* Milimani CMCC No. E477 of 2023 where judgment on admission was entered on 12th April 2024 for the sum of Kshs.3,000,000/=. From the record, it is apparent that the judgment sum of Kshs.3,000,000/= was fully paid by the said Kenya Orient Company Ltd. However, since the entire judgment sum in Milimani CMCC E1237 of 2022 was Kshs. 5,715,976/= with costs assessed at Kshs. 159,300/=, then the sum of Kshs. 2,875,276/= remained unpaid after the settlement in the declaratory suit.
6. As a condition precedent to the grant of a stay of execution in this appeal, the Court ordered and the Appellant deposited the sum of Kshs. 1,000,000/=. It is that sum which both parties are now fighting for given that there was a settlement in Milimani CMCC No. E477 of 2023.
7. With the foregoing background, it is clear that despite the settlement in the declaratory suit, the judgment in the primary suit is yet to be fully satisfied. In the first application, the Appellant sought for a closure of this appeal as a result of the settlement. It is, therefore, indistinct that the Appellant has abandoned her appeal and seeks closure of this matter. With such a state of affairs, the judgment in Milimani CMCC E1237 of 2022 remains partially satisfied by and on behalf of the Appellant.
8. In her affidavit in support of the first application, Sharon Anyango Adoyo deposed in paragraph 5 thereof that she was the one who deposited the sum of Kshs. 1,000,000/= in Court pursuant to a Court order. Therefore, the deposit can only be released to the Respondent towards further settlement of the balance of the judgment sum in Milimani CMCC E1237 of 2022.
9. Having said so and drawing from the foregoing discussion, the following final orders do hereby issue: -
- (a) The sum of Kshs. 1,000,000/= [Read: Kenya Shillings One Million Only] deposited in Court in this matter shall be released to the Respondent's Advocates.



(b) This matter is hereby marked as closed with no orders as to costs.

Orders accordingly.

DELIVERED, DATED AND SIGNED AT NAIROBI THIS 11TH DAY OF JULY, 2025.

A. C. MRIMA

JUDGE

Ruling virtually delivered in the presence of:

No appearance for parties

Amina/Abdirazak – Court Assistants.

