



**Osonga v Diamond Trust Bank (K) Limited & 2 others (Miscellaneous Application E018 of 2021) [2024] KEHC 9628 (KLR) (1 August 2024) (Ruling)**

Neutral citation: [2024] KEHC 9628 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT KERICHO  
MISCELLANEOUS APPLICATION E018 OF 2021**

**JK SERGON, J  
AUGUST 1, 2024**

**BETWEEN**

**FILEX MUHOMA OSONGA ..... APPLICANT**

**AND**

**DIAMOND TRUST BANK (K) LIMITED ..... 1<sup>ST</sup> RESPONDENT**

**CIC GENERAL INSURANCE LIMITED ..... 2<sup>ND</sup> RESPONDENT**

**FAULU MICRO FINANCE BANK LIMITED ..... 3<sup>RD</sup> RESPONDENT**

**RULING**

1. This ruling is the outcome of an application seeking to have the arbitral award rendered on 8<sup>th</sup> February 2021 to be adopted by this court. This court was also urged to award the applicant interest accruing from the award.
2. It is the submission of Mr. Kiplagat, learned advocate for the 2<sup>nd</sup> Respondent that the applicant should be ordered to pay interest because it was the one which caused the delay in settling the award. Mr. Kirui learned advocate holding brief for Motanya for the Applicant was of the submission that interest follows the event.
3. I have taken into account the material placed before this court plus the rival oral and written submissions. The main issue which remains uncontested is the fact that an arbitral award which was made on 8<sup>th</sup> February, 2021 should be adopted as  
the decision of this court. The issue which was contested in whether the award should attract interest and from which time.
4. I have considered the rival submissions on the issue. It is apparent from the arbitral award that the Arbitration Tribunal made a decision to award interest at the rate of 14% p.a on the excess of reimbursement. This is in compliance with Section 32(c) of the *Arbitration Act*, 1995.



5. It is not in dispute that there is no appeal nor an application for review preferred against the arbitral award. This court is also convinced that the Applicant is to blame for the delay in settling the claim hence it has to settle the accruing interest to compensate the Claimant.
6. I am convinced the award on interest should be affirmed. The award on interest should start after the lapse of three (3) months from the date of the arbitral award.
7. In this matter the award was pronounced on 8<sup>th</sup> February, 2021, hence three months lapses as of 7<sup>th</sup> May, 2021. Consequently the arbitral award should attract interest at the rate of 14%p.a. as from 7<sup>th</sup> May, 2021.
8. In the end the arbitral award made on 8<sup>th</sup> February, 2021 is adopted as the decision of this court. The award to attract interest at the rate of 14%p.a as from 7<sup>th</sup> May, 2021 until the date of full settlement.

Cost of the application shall be in the cause.

**DELIVERED, SIGNED AND DATED AT KERICHO THIS 1ST DAY OF AUGUST, 2024.**

**J.K. SERGON**

**JUDGE**

In the Presence of:-

C/Assistant – Rutoh

Kirui holding brief for Motanya for applicant

Kiplangat for 2<sup>nd</sup> Respondent

Umba for the 1<sup>st</sup> Respondent

