



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

AT NAIROBI

MILIMANI COMMERCIAL & TAX DIVISION

CORAM: D. S. MAJANJA J.

CIVIL SUIT NO. 278 OF 2008

BETWEEN

ELECTROWATTS LIMITED.....PLAINTIFF

AND

BLOCK HOTELS LIMITED.....DEFENDANT

JUDGMENT

1. In this suit, the plaintiff seeks judgment for Kshs. 15,777,783.50 with interest thereon according to the amended plaint dated 21st March 2011.

2. The plaintiff is a general electrical contractor. It states that it undertook to provide electricity generator services to the defendant. According to the plaint, the plaintiff provided to the defendant, at its request, services amounting to Kshs. 20,137,418.50 of which the defendant paid Kshs. 4,384,834.00 leaving the sum of Kshs. 15,752,583.50 which it now claims and which the defendant has failed to pay despite demand and notice of intention to sue. The plaintiff further avers that in an effort to liquidate the debt, the defendant issued to it cheques that were dishonoured on presentation causing it to incur charges of Kshs. 25,200.00 now claimed in the amended plaint.

3. The defendant filed a defence dated 8th October 2019. It denied that it entered into an agreement with the plaintiff as alleged in the plaint or at all or that it incurred the amount claimed or that it issued cheques that were dishonoured.

4. The suit was fixed for hearing and only the plaintiff's Managing Director, Mr. Steve Elkington (PW 1) testified. He recalled that between 1st September 2000 and 28th August 2003, the plaintiff provided the defendant with electrical generators on hire and repair services as and when required. Upon completing the work and rendering services, the plaintiff issued invoices.

5. In his evidence, PW 1 produced Local Purchase Orders (LPOs) confirming that the defendant requested for various services and was supplied with generators for hire. He also produced invoices showing that as at 28th August 2003, the total amount due was Kshs. 20,137,418.50. He also supplied evidence of payment and dishonoured cheques.

6. I am satisfied from PW 1's testimony and the documents produced that the plaintiff proved, on a balance of probabilities, that the defendant requested for services from the plaintiff as evidenced by the LPOs and that payment was demanded by the plaintiff through invoices. That the defendant made part payment and issued cheques that were subsequently dishonoured leaves no doubt that it had a relationship with the plaintiff and was truly indebted to the plaintiff.

7. The statement of defence is a bare denial and cannot withstand the weight of overwhelming evidence presented by the plaintiff. Further, the defendant did not appear in court to support or prove its defence hence the entirety of the plaintiff's evidence was uncontroverted.

8. In conclusion, I find the plaintiff has proved its case and I now issue the following reliefs:

a. Judgment be and is hereby entered for the plaintiff against the defendant for the sum of Kshs. 15,777,783.50.

b. The amount in (a) shall accrue interest at 12% pa from 23rd March 2011 until payment in full.

c. The plaintiff is awarded costs of the suit.

DATED and **DELIVERED** at **NAIROBI** this **21st** day of **JANUARY**, 2020.

D. S. MAJANJA

JUDGE

Mr Elkington instructed by Elkington and Associates Advocates for the plaintiff.

No appearance for the defendant.