



Kimengich v East Africa Breweries Limited & 2 others (Cause E296 of 2020) [2025] KEELRC 2440 (KLR) (18 September 2025) (Ruling)

Neutral citation: [2025] KEELRC 2440 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E296 OF 2020
S RADIDO, J
SEPTEMBER 18, 2025**

BETWEEN

BRENDA KIMENGICH CLAIMANT

AND

EAST AFRICA BREWERIES LIMITED 1ST RESPONDENT

KENYA BREWERIES LIMITED 2ND RESPONDENT

UNITED DISTILLERS VENTURED LIMITED 3RD RESPONDENT

RULING

1. For determination is a Motion dated 18 March 2025 by East Africa Breweries Ltd, Kenya Breweries Ltd and United Distillers Ventures Ltd (the Respondents) seeking orders:
 - i. ...
 - ii. ...
 - iii. THIS Honourable Court do set aside warrants of attachment and sale of the Respondents/ applicants' property issued by the Honourable Court on 12th March 2025.
 - iv. THIS Honourable Court be pleased to declare that the Respondents/applicants stand fully and finally discharged from all claims arising from this suit, having fully and finally settled any sum owing to the Claimant, and
 - v. The costs of and occasioned by this application be provided for.
2. The grounds in support of the Motion were that through a decree dated 4 August 2023, the Claimant was awarded Kshs 2,032,747.18 together with costs of Kshs 286,871/-; the Respondents paid the Claimant Kshs 1,699,380/- after statutory deductions; despite the payment, the Claimant moved to



execute for Kshs 2,721,582/- when only the taxed costs were pending payment and that the costs of Kshs 286,871/- had eventually been settled.

3. The Court gave directions on the Motion on 19 March 2025, and the Respondents filed their submissions on 28 March 2025.
4. In the submissions, the Respondents cited Order 22 Rule 49 of the Civil Procedure Rules to urge that the Court had the discretion to remove the warrants since the decree had been fully settled.
5. The Claimant's advocate filed a replying affidavit sworn on 27 March 2025 in opposition to the Motion.
6. The advocate deponed that despite being served with a Certificate of Taxation, no payment was made until the service of warrants, when a cheque for Kshs 286,871/- was made on 18 March 2025. The affiant asserted that the payment did not include interest of Kshs 126,308/-.
7. The advocate further deponed that the Motion was misconceived and brought in bad faith and meant to keep the Claimant out of the fruits of the judgment.
8. When the parties appeared in Court for an inter-partes hearing on 2 April 2025, the Court directed them to reconcile any outstanding balances ahead of further proceedings on 20 May 2025. The Court extended orders interdicting the execution process.
9. The parties did not conduct the reconciliation, and on 20 May 2025, the Court reserved the Ruling to today and extended the interim orders on condition that the Respondent deposited Kshs 700,000/- in Court before 31 May 2025.
10. The Respondents deposited Kshs 721,582/- in Court on 23 May 2025.
11. The Court has considered the Motion, affidavits and submissions on behalf of the Respondents and makes the following determinations.
12. One, a decree for Kshs 2,032,747/- was issued in favour of the Claimant.
13. Two, the Respondents paid the Claimant Kshs 1,699,380/- on 24 December 2024, and this payment was less statutory deductions.
14. The Claimant has not denied receipt of the payment.
15. Three, the Claimant's costs were taxed at Kshs 286,871/- on 12 March 2025.
16. Four, the Claimant moved to execute on or around 12 March 2025. The application did not acknowledge that payment of Kshs 1,699,380/- had been made. The disclosure was necessary on the part of the Claimant, but it was not made.
17. Five, the Respondents made out a payment in settlement of the costs on 18 March 2025, after the Claimant had moved to execute.
18. Six, the Court had awarded the Claimant interest at court rates in the judgment from the date of judgment till payment in full.
19. Seven, the Respondents have not disclosed whether the payment of Kshs 1,699,380/- factored interest at court rates.
20. Eight, the Court allowed the parties to reconcile the accounts, but the parties did not engage in any meaningful reconciliation, if at all.



21. Nine, the Respondents have not fully settled the decree.
22. Ten, the interdict against execution given by the Court has been secured by the monies deposited in Court by the Respondents.

Orders

23. The Court finds that the Respondents have not fully settled the decree, and since the decree has been secured by the monies deposited in Court, the Court orders the parties to conduct a reconciliation on any outstanding balances and reach a consent or move the Court appropriately.
24. For clarity, the orders sought in the Motion dated 18 March 2025 are declined with costs to the Claimant.

DELIVERED VIRTUALLY, DATED AND SIGNED IN ISIOLO ON THIS 18TH DAY OF SEPTEMBER 2025.

RADIDO STEPHEN, MCIARB

JUDGE

Appearances

For Claimant Amadi & Associates Advocates

For Respondents Oraro & Co. Advocates

Court Assistant Wangu

