



REPUBLIC OF KENYA



**Kiptisia v Sidian Bank Limited (Civil Case E006 of 2024)
[2025] KEHC 13530 (KLR) (29 September 2025) (Ruling)**

Neutral citation: [2025] KEHC 13530 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT ELDORET
CIVIL CASE E006 OF 2024
RN NYAKUNDI, J
SEPTEMBER 29, 2025**

BETWEEN

ISAAC KIPSOI KIPTISIA PLAINTIFF

AND

SIDIAN BANK LIMITED DEFENDANT

RULING

M/s Omwenga & Co. Advocates

Munyao, Muthama & Kashindi Adv.

1. The Plaintiff vide the plaint dated 21st March 2024 sought for the following reliefs;
 - a. A declaration be issued by this Honorable Court that the defendant's acts are unlawful and amount to breach of contract.
 - b. Compensation for loss and damage suffered to a tune of Kshs. 3,720,336/= as pleaded with paragraph 14 of the plaint.
 - c. Loss of business of Kshs. 3,000,000/= per month from March 2021 until payment in full.
 - d. General damages for breach of contract.
 - e. Costs of this suit.
 - f. Interest at court rates.
 - g. Any other remedy that the court deems fit to grant.
2. During the pendency of the trial the parties apparently invoked the provisions of Article 159 (2) (c) of *the Constitution* on alternative forms of alternative dispute resolutions to settle the matter as per the above consent. The law is very clear on the legitimacy binding nature of a consent judgement so long



as is not ultra-vires of *the constitution* or the statute. In brief A consent judgment or order is a legally binding agreement between parties in a lawsuit that is approved by a court, making it enforceable by either party. While a settlement agreement is the contract between the parties, a consent judgment is the court's formal adoption of that agreement, thereby transforming it into an official court order that must be followed. Cases defining what constitutes a consent judgment typically emphasize the voluntary agreement of the parties and the court's role in reviewing and approving the settlement.

3. The key elements of the consent include; Voluntary Agreement: The parties must voluntarily agree to the terms of the settlement. Court Approval: A judge must review and approve the agreement, ensuring the parties understand its implications. Legal Enforceability: Once adopted by the court, the consent judgment becomes a legally binding order, enforceable by either party through the court system. Binding Nature: It is a final determination that can resolve the dispute and has the same effect as any other court order or judgment.
4. This Court has been presented with the above consent from the parties duly signed which now has since been reviewed and in all the specifics of the law there are no grounds to bar the Court from admitting and adopting it as a judgment of this Court to enforce all rights and obligations arising out of the dispute. For those reasons I adopt the consent dated 18th September 2025 and it is now binding between the parties as per the law established.

DATED, SIGNED AND DELIVERED VIA EMAIL AND CTS AT ELDORET THIS 29TH SEPTEMBER 2025

.....

R. NYAKUNDI

JUDGE

