



Suhufi Agencies Limited (In JV with Shaanxi Water Resources & Hydropower Engineering Group Co Ltd) v Chief Executive Officer, Tana Water Works Development Agency & 4 others (Miscellaneous Application E874 of 2022) [2025] KEHC 13990 (KLR) (Commercial and Tax) (25 September 2025) (Ruling)

Neutral citation: [2025] KEHC 13990 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
MISCELLANEOUS APPLICATION E874 OF 2022**

**F GIKONYO, J
SEPTEMBER 25, 2025**

BETWEEN

SUHUFU AGENCIES LIMITED (IN JV WITH SHAANXI WATER RESOURCES & HYDROPOWER ENGINEERING GROUP CO LTD) APPLICANT

AND

THE CHIEF EXECUTIVE OFFICER, TANA WATER WORKS DEVELOPMENT AGENCY 1ST RESPONDENT

TANA WATER WORKS DEVELOPMENT AGENCY 2ND RESPONDENT

THE CHIEF EXECUTIVE OFFICER NORTHERN WATER WORKS DEVELOPMENT AGENCY 3RD RESPONDENT

NORTHERN WATER WORKS DEVELOPMENT AGENCY .. 4TH RESPONDENT

SIDIAN BANK LTD 5TH RESPONDENT

RULING

1. Before the court is the applicant’s chamber summons dated 16th April 2025, expressed to be brought under section 36 of the *Arbitration Act*, rules 4 (1) (2) (3) & 9 of the *Arbitration Rules*, section 59 of the *Civil Procedure Act*, and order 46 of the *Civil Procedure Rules*, seeking:-
 1. That the Final Consent Arbitral Award dated the 11th day of March, 2025, be recognized, adopted and enforced as an order of the Honourable Court.



2. That leave be granted to enforce the Final Consent Arbitral Award dated the 11th day of April 2025 as a Decree of this Honourable Court.
3. That the costs of this application be provided for.
2. The application is premised on the grounds outlined in its body and the annexed affidavit sworn by the applicant's director, Siyad Issak Hassan, on 16th April 2025.
3. The background is that the parties entered into a contract dated the 3rd January 2019 for the construction of Manderu Water Supply Infrastructure. The applicant was the contractor, and the 1st to 4th respondents were the employer.
4. A dispute arose between the parties and was referred to arbitration pursuant to Clause 20 (20.6) in the Contract. Parties appointed Kethi D. Kilonzo, FCI Arb, as the Sole Arbitrator.
5. The arbitrator conducted several proceedings, culminating in a consent. The arbitrator delivered her Final Consent Arbitral Award to the parties on 11th March 2025.
6. According to the said Final Consent Arbitral Award:-
 1. the respondents withdrew their termination letter dated 8th December 2022 and agreed to extend timelines for the applicant to complete the project until 31st December 2025;
 2. The applicant is required to submit a valid performance security, advance payment, Guarantee and Insurance Covers to the 1st respondent.
 3. After the applicant submits the said documents, he will be paid the sums due in IPC No. 8, which were pending at the time of the dispute.
7. The applicant asserted that the recognition of the award by the court is necessary to enable him to enforce the award and to ensure compliance with the set timelines.

Highlighting

8. On 19th May 2025, Ms. Anyiko appeared for the applicant, and Mr. Namuye appeared for the respondent.
9. Mr. Namuye confirmed that the parties arrived at the settlement and that the respondent does not object to the recognition of the award.

Analysis and determination

10. I have considered the application, the grounds, the supporting affidavit and the submissions. The issue is whether the application is merited.
11. Section 36 of the *Arbitration Act* provides:-
 36. Recognition and enforcement of awards
 - (1) A domestic arbitral award, shall be recognized as binding and, upon application in writing to the High Court, shall be enforced subject to this section and section 37.
 - (2)
 - (3) Unless the High Court otherwise orders, the party relying on an arbitral award or applying for its enforcement must furnish—



- (a) the original arbitral award or a duly certified copy of it; and
- (b) the original arbitration agreement or a duly certified copy of it.

12. The applicant produced a copy of the contract dated the 3rd January 2019, containing the arbitration agreement in Clause 20 (20.6).
13. The applicant also produced a copy of the Final Consent Arbitral Award dated 11th March 2025.
14. The applicant averred that no application has been made to set aside the Final Consent Arbitral Award in accordance with section 35 of the *Arbitration Act*, 1995 and rule 46 of the *Civil Procedure Rules*. It also averred that there has been no other challenge and/ or appeal against the Final Consent Arbitral Award by the respondents.
15. The respondent confirmed that it has no objection to recognition and enforcement of the consent award.
16. Therefore, the court is persuaded that the applicant has met the prerequisites for recognition and enforcement of the consent award under section 36 of the *Arbitration Act* as an order of the court. There is no ground for refusal of such recognition or enforcement of the award under section 37 of the *Arbitration Act*.
17. The consent award herein, being a domestic arbitral award, is recognized as binding and, following the application in writing to this Court, it shall be enforced as the order of this court under section 36 of the *Arbitration Act*.
18. Accordingly, the chamber summons dated 16th April 2025 is allowed with no order as to costs.

DATED, SIGNED AND DELIVERED THROUGH MICROSOFT TEAMS ONLINE APPLICATION THIS 25TH DAY OF SEPTEMBER, 2025

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**F. GIKONYO M
JUDGE**

In the presence of: -

1. Ms. Susan for 1st -4th Respondent
2. Abdiaziz for Applicant
3. CA - Kinyua

