



REPUBLIC OF KENYA



KENYA LAW
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**Cherobon v De La Vie Investment Group Limited (Civil Appeal
E041 of 2023) [2025] KEHC 14044 (KLR) (8 October 2025) (Ruling)**

Neutral citation: [2025] KEHC 14044 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT ELDORET
CIVIL APPEAL E041 OF 2023
RN NYAKUNDI, J
OCTOBER 8, 2025**

BETWEEN

CAROLINE CHEROBON PLAINTIFF

AND

DE LA VIE INVESTMENT GROUP LIMITED RESPONDENT

RULING

Representation:

Rotich Langat & Partners Advocates

1. Before this Court is a plaint filed by the Plaintiff dated 13th June 2025 which avers inter alia:
 - a. At all material times prior to this suit, the Plaintiff is an investor who invested money in the Defendant.
 - b. The Plaintiff avers that on 08/08/2023, she entered into an investment agreement dated 08/08/2023 with the Defendant to invest money which would earn her 30% interest on the invested principal amount and get back the principal sum.
 - c. The Plaintiff avers that on 08/08/2023 she transferred a sum of Kshs 500,000/= to the Defendant as the initial deposit according to their investment agreement and a consecutive Kshs 150,000/= on 08/09/2023.
 - d. The Plaintiff avers that on 19/09/2023, she transferred a sum of Kshs 500,000/= to the Defendant and on 20/09/2023, she made another consecutive transaction of Kshs 200,000/= to the Defendant in accordance with the agreement dated 08/08/2023.
 - e. The Plaintiff avers that between August and February 2024, she invested a total of Kshs 16,812,200/= and the defendant has never remitted any pending return on investment to her.



2. Reasons wherefore the Plaintiff prays for judgment against the Defendant for:
 - a. An order compelling the Defendant to pay back the principal sum of Kshs 16,812,000/= to the Plaintiff.
 - b. An order compelling the Defendant to pay the outstanding interest and return on investment of Kshs 24,968,000/= to the Plaintiff in tandem with the investment agreement dated 08/08/2023.
 - c. Costs of this suit.
 - d. Any other relief that this Court deems fit to award.
3. In the instant case the claim was on a liquidated amount and the defendant having been served and failed to enter appearance a request for judgment was lodged before this Court to comply with the law and make the necessary entry.

Decision

4. A judgment is the official and authentic decision of a Court of justice upon the respective rights and claims of the parties to an action or suit therein litigated and submitted to its determination; the final decision of the Court resolving the dispute and determining the rights and obligations of the parties it is the law's last word in a judicial controversy, it being the final determination by a Court of the rights of the parties upon matters submitted to it in an action or proceedings. (See Black's Law Dictionary (5th Edition) at page 755.
5. In the case before Court the entry of judgment arises out of the default by the Defendant to enter appearance or file defence to the claim by the Plaintiff. The final prayers in the suit can be defined as a liquidated demand which is stipulated in the law as follows:

“Liquidated demand” is defined as “Including liquidated demand”. With regard to the definition of the words “Liquidated damages” it is defined as a genuine pre-estimate of the loss that will be caused to one party if a contract is broken by the other. In this case it is called liquidated damages, and it constitutes the amount no one and no less, that the Plaintiff is entitled to recover in the event of breach without being required to prove actual damage. Liquidated damages mean that it shall be taken as the sum which parties have by a contract assessed as the damage to be paid whatever may be the actual damage. See Stroud's Judicial Dictionary (3rd Edition) at page 1160, the Law of Contract by Cheshire and Fifoot (4th Edition) at page 510.
6. For those reasons pursuant to Order 10 Rule 9 of the Civil Procedure Rules 2010 request for judgment is entered in the following terms:
 - a. An order compelling the Defendant to pay back the principal sum of Kshs 16,812,000/= to the Plaintiff.
 - b. An order compelling the Defendant to pay the outstanding interest and return on investment of Kshs 24,968,000/= to the Plaintiff in tandem with the investment agreement dated 08/08/2023.
 - c. Costs of this suit.



DATED, SIGNED AND DELIVERED VIA CTS AT ELDORET THIS 8TH DAY OF OCTOBER 2025.

.....

R. NYAKUNDI

JUDGE

