



**Ogejo Omboto & Kijala, Advocates, LLP v United Millers Limited (Miscellaneous Application E040 of 2023) [2025] KEHC 14011 (KLR) (7 October 2025) (Ruling)**

Neutral citation: [2025] KEHC 14011 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT BUSIA  
MISCELLANEOUS APPLICATION E040 OF 2023  
WM MUSYOKA, J  
OCTOBER 7, 2025**

**BETWEEN**

**OGEJO OMBOTO & KIJALA, ADVOCATES, LLP ..... APPLICANT**

**AND**

**UNITED MILLERS LIMITED ..... RESPONDENT**

**RULING**

1. On 10<sup>th</sup> June 2025, I delivered a ruling herein, where I found and held that I had no material upon which I could determine an application, dated 1<sup>st</sup> March 2025, and I proceeded to dismiss the said application. I took that position as there was reference to an RTGS, allegedly of 4<sup>th</sup> July 2020, which had purportedly settled the Advocates fees that the applicant had taxed.
2. I am now called upon to determine an application, dated 6<sup>th</sup> June 2025, which targets the orders of 10<sup>th</sup> June 2025. I find it curious, that an application, dated 6<sup>th</sup> June 2025, targets orders that were made on 10<sup>th</sup> June 2025, 4 days before the orders were made. Perhaps, the application, dated 6<sup>th</sup> June 2025, was prepared in anticipation of what was to happen on 10<sup>th</sup> June 2025. Be that as it may. The said application principally seeks review of my order of 10<sup>th</sup> June 2025, stay of execution of that order and that dated 27<sup>th</sup> November 2024, and remission of the matter to the Deputy Registrar for taxation.
3. The application is at the instance of the respondent, who argues that the dismissal order of 10<sup>th</sup> June 2025, arose from a mistake it made, of not attaching evidence of the RTGS payment referred to in the application, dated 1<sup>st</sup> March 2025, yet that evidence existed. The respondent has attached a RTGS payment advice, for Kshs. 11,605,000.00, saying it covers the payment of the disputed fees, for briefs in Busia CMCCC No. 171 of 2018, Kisumu CACA No. 247 of 2019 and Kisumu ELC No. 1 of 2018, and invites the court to consider the RTGS payment advice, and then review the order of 10<sup>th</sup> June 2025.



4. The applicant has replied. He, in essence, argues that that RTGS remittance advice, for Kshs. 11,605,000.00, was in respect of payment of fees for Kisumu CACA No. 247 of 2019 only.
5. The parties agreed to dispose of the application, by way of written submissions. Both did file written submissions, which I have read, and noted the arguments made.
6. I have seen a copy of the RTGS advice, for payment of Kshs. 11,605,000.00, on 24<sup>th</sup> June 2020, from an account of the respondent at Kenya Commercial Bank, Kisumu, to an Equity Bank account, whose holder is not apparent from the face of the advice. I have also seen a cheque payment voucher, dated 4<sup>th</sup> July 2020, for Kshs. 11,605,000.00, in favour of the applicant. I have no document, before me, which has a breakdown of the Kshs. 11,605,000.00, and I cannot tell whether that amount includes the fees for Busia CMCCC No. 171 of 2018. The RTGS payment advice of 24<sup>th</sup> June 2020 and the cheque payment voucher of 4<sup>th</sup> July 2020 do not bear that breakdown.
7. Furthermore, the connection between the RTGS payment advice of 24<sup>th</sup> June 2020 and the cheque payment voucher of 4<sup>th</sup> July 2020 has not been brought out. The RTGS transmission or remittance was allegedly done on 24<sup>th</sup> June 2020, but the payment voucher was generated on 4<sup>th</sup> July 2020. The payment voucher does not bear any signature, either of the person who prepared it, or of the person who received the money. The authenticity of the cheque payment voucher of 4<sup>th</sup> July 2020 cannot be vouched for. It proves nothing, to the extent that it was not executed by either party.
8. Secondly, I have seen the 3 fee notes from the applicant, attached to the affidavit in support, in respect of the suits in Busia CMCCC No. 171 of 2018, Kisumu CACA No. 247 of 2019 and Kisumu ELC No. 1 of 2018. All are dated 22<sup>nd</sup> June 2020, and they are for Kshs. 942,000.00; Kshs. 5,498,000.00 and Kshs. 5,270,000.00, respectively. I have added up the figures in those fee notes, and I get a total of Kshs. 11,710,000.00. The RTGS was for Kshs. 11,605,000.00, and not Kshs. 11,710,000.00. The figures do not tally. No explanation has been offered for the discrepancy, if at all the amount of Kshs. 11,605,000.00 was meant to settle those 3 fee notes that totalled Kshs. 11,710,000.00.
9. I note that sales tax was loaded on the fees, and upon adding up the figures of Kshs. 42,000.00; Kshs. 98,000.00 and Kshs. 70,000.00; I get a total of Kshs. 210,000.00. When I deduct Kshs. 210,000.00 from 11,710,000.00; I get Kshs. 11,500,000.00, and not Kshs. 11,605,000.00. I have done so, to try to understand whether the sum of Kshs. 11,605,000.00 is the fees less tax.
10. Moreover, in the application of 1<sup>st</sup> March 2025, I was informed that the fees for Busia CMCCC No. 171 of 2018 were paid through an RTGS remittance of 4<sup>th</sup> July 2020, of Kshs. 11,605,000.00. No RTGS remittance of that date, 4<sup>th</sup> July 2020, has been exhibited, in the application, dated 6<sup>th</sup> June 2025, for what I see is one purported to have been done on 24<sup>th</sup> June 2020. The application, dated 6<sup>th</sup> June 2025, was meant to exhibit the evidence that was omitted from that of 1<sup>st</sup> March 2025, being the RTGS payment of 4<sup>th</sup> July 2020, yet what is attached is a document evidencing payment of a different date, 24<sup>th</sup> June 2020. The sense I get is that of shifting narratives.
11. I am not persuaded that a case has been made out, therefore, for me to review the orders of 10<sup>th</sup> June 2025. I am not inclined to allow the review sought. Consequently, I hereby dismiss the application, dated 6<sup>th</sup> June 2025, with costs.

**DELIVERED, VIA EMAIL, DATED AND SIGNED IN CHAMBERS, AT BUSIA, ON THIS 7<sup>TH</sup> DAY OF OCTOBER 2025.**

**WM MUSYOKA**

**JUDGE**



Mr. Arthur Etyang, Court Assistant.

Ms. Eva Adhiambo, Legal Researcher.

Advocates;

Mr. Okwemba, instructed by Ogejo Omboto & Kijala, Advocates for the Applicant.

Mr. Odhiambo, instructed by Wasuna & Company, Advocates for the Respondent.

