



REPUBLIC OF KENYA



KENYA LAW
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**Juma v South Nyanza Sugar Co. Ltd (Civil Appeal E093 of 2023)
[2025] KEHC 15442 (KLR) (9 October 2025) (Judgment)**

Neutral citation: [2025] KEHC 15442 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT MIGORI
CIVIL APPEAL E093 OF 2023
A. ONG'INJO, J
OCTOBER 9, 2025**

BETWEEN

PATRICK JUMA APPELLANT

AND

SOUTH NYANZA SUGAR CO. LTD RESPONDENT

*(Being an appeal from the judgment and decree of Hon. C. N.C. Oruo
delivered on 9th November, 2023 in Rongo Civil Suit No. 188 of 2018)*

JUDGMENT

1. The Appellant herein, Patrick Juma initiated this suit by way of a plaint dated 28th December, 2017 seeking for compensation for two (2) unharvested cycles, costs and interest against the Respondent.
2. The matter was heard by the trial court and judgment delivered on 25th October 2023. The trial court in its judgment awarded a sum of Kshs. 139,083.00, costs and interest of the suit.
3. The appellant was aggrieved by the trial court's decision on interest and preferred the present appeal vide Memorandum of Appeal dated 4th December 2023 the a single ground that:

The learned Trial Magistrate erred in law and fact when he delivered judgment in favour of the plaintiff but failed to state when the interest should start running or failed to state that the interests do start running from the date of filing the suit.
4. The appellant prayed that this appeal be allowed as follows;
 - a. Setting aside and/or substituting the judgment of the trial court with suitable orders that interest on the principal amount do accrue from the date of filing the suit.
 - b. Costs of this appeal be in the cause.



5. This appeal proceeded by way of written submissions. The Appellant's submissions are dated 24th March 2025. There are no submissions on record for the Respondent.
6. The Appellant submitted that interest on a matter accrues on the principal amount from the date of filing the suit. The claim before the trial court was a claim for special damages which were specifically pleaded by the Appellant by pleading the size of his farm, the expected yield per harvest/cycle, the price per ton and the number of harvests and/or cycles. Reliance was placed on Kisumu Civil Appeal No. 138 of 2017 South Nyanza Sugar Co. Ltd vs Awino Oreko where the court held that;

“I have found that the damages due to the respondent are special in nature and I see no reason to depart from what is almost conventional that interest on such damages ought to run from the date of filing suit as the money will have been due to the respondent from that date.”
7. Having considered the appeal, the record of appeal and the submissions on record together with the cited authorities, I find the sole issue for determination as to whether the Trial Magistrate erred in making an order for interest to accrue from date of judgement instead of date of filing of the suit.
8. The law on interest is provided for under Section 26 of the [Civil Procedure Act](#). The said Section states that;
 1. Where and in so far as a decree is for the payment of money, the court may, in the decree, order interest at such rate as the court deems reasonable to be paid on the principal sum adjudged from the date of the suit to the date of the decree in addition to any interest adjudged on such principal sum for any period before the institution of the suit, with further interest at such rate as the court deems reasonable on the aggregate sum so adjudged from the date of the decree to the date of payment or to such earlier date as the court thinks fit.
 2. Where such a decree is silent with respect to the payment of further interest on such aggregate sum as aforesaid from the date of the decree to the date of payment or other earlier date, the court shall be deemed to have ordered interest at 6 per cent per annum.”(Emphasis added).
9. From the above provision, the court may order interest at such rate as the court deems reasonable to be paid on the principal sum adjudged from the date of the suit to the date of the decree. In the absence of any specific rate by the court, the interest to be applied should be 12% per annum.
10. The understanding I gather from this provision is that interest may be ordered to be paid on the principal sum from the date of the suit clearly means that the interest to apply from the date of filing the suit. In the case of Mobile Telephone Networks Business Kenya Limited vs IPhone Global Limited [2017] KEHC 3541 (KLR) the court held that;

“Given this set of circumstances I order that interest in the principal sum shall be at Court rates from the date of filing of suit (7th December, 2016).”
11. Further, in the case of Kipchumba vs BOG Tambach Teachers Training College (Civil Appeal 100 of 2019) [2023] KECA 802 (KLR) (30 June 2023) (Judgment) the Court of appeal held as follows;

“In the circumstances of the present case, we rely on our rich jurisprudence and judicial practices to determine what the appropriate interest rate on liquidated damages is. The rate used by the courts, absent special or exceptional circumstances is 12% per annum from the date of filing suit until payment in full.”



12. Guided by the aforementioned provisions of the law and the cited authorities, I make a finding that the appeal has merit and is hereby allowed as follows;

i. The interest awarded by the trial court shall be applied at the rate of 12% from the date of filing the suit until payment in full.

ii. The Appellant shall have costs of this appeal.

It is so ordered.

SIGNED DATED AND DELIVERED AT MIGORI THIS 9TH DAY OF OCTOBER, 2025.

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A. ONGIJO

JUDGE

