



**Okumu t/a MJ Okumu & Associates Advocates v County Government of Nakuru
(Civil Case E047 of 2024) [2025] KEHC 15015 (KLR) (22 October 2025) (Judgment)**

Neutral citation: [2025] KEHC 15015 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAKURU
CIVIL CASE E047 OF 2024
JM NANG'EA, J
OCTOBER 22, 2025**

BETWEEN

MJ OKUMU T/A MJ OKUMU & ASSOCIATES ADVOCATES PLAINTIFF

AND

THE COUNTY GOVERNMENT OF NAKURU DEFENDANT

JUDGMENT

1. The Plaintiff filed suit against the Defendant through Plaint dated 16th December 2024 for judgement as follows;-
 - a. Payment of the sum of Kenya shillings fifty three million (Kshs. 53,000,000.00) being the outstanding amount the initial contributed sum.(sic)
 - b. Interests on (a) above at court rates from date of default (19th January 2021 until payment in full.(sic)
 - c. Damages.
 - d. Costs of the suit.
 - e. Any other or further relief as this Honourable Court may deem fit and just to grant.
2. The Defendant neither entered appearance in the suit nor filed defence despite evidence of service of the suit documents upon it. Consequently, prayers (a) and (b) of the plaint were granted being liquidated in nature. The claim for damages was set down for assessment on 23rd July 2025.
3. The Plaintiff testified and adopted his witness statement dated 10th December 2024 filed herein as his evidence. He told the court that he is an Advocate who had a retainer agreement with the Defendant. A Settlement Deed dated 8th December 2020 was said to have been executed with the Defendant fixing the Plaintiff's Law Firm's remuneration for services offered at a sum of Kshs. 78,178,000/=. The



Defendant only paid the debt partially, remaining with a balance of Kshs. 53,000,000/= plus interest applicable thereon. According to the Plaintiff, the Defendant caused to them losing an opportunity to purchase a property they desired resulting in embarrassment. It is further contended that the Plaintiff's law firm risks being declared bankrupt for being deprived of beneficial use of the monies owed.

4. The Plaintiff therefore craves reliefs as per the suit. No submissions have been filed.
5. The Plaintiff's claim for damages, which are presumably general damages, is based on breach of contract represented by the Settlement Deed exhibited. In law, General Damages are generally not awardable for breach of contract unless exceptional circumstances are shown to exist to warrant such relief (see Case Law in Provincial Insurance Co. EA Limited vs Mordekai Mwanga Nandwa KSM CA CA 179 of 1995 among many other judicial determinations on this legal position). A claimant needs to plead and prove actual loss. Moreover, the Plaintiff has not provided details of the property he sought to purchase but suffered frustration on account of the defendant's conduct.
6. The Plaintiff has not therefore shown special circumstances herein warranting an award of general damages. Judgement has already been granted to the Plaintiff in respect of the liquidated claim of Kshs. 53,000,000/= together with interest as prayed.
7. The court therefore declines to assess and/or award general damages to the Plaintiff.
8. The costs of the suit are granted to the Plaintiff.

JUDGEMENT DELIVERED VIRTUALLY AT NAKURU THIS 22ND DAY OCTOBER, 2025.

J. M. NANG'EA, JUDGE.

In the presence of:-

Mr. Okumu Advocate for the Plaintiff

Defendant, N/A

Court Assistant (Jeniffer)

