

REPUBLIC OF KENYA
IN THE EMPLOYMENT & LABOUR RELATIONS COURT AT
NAIROBI
CAUSE NO. 1959 OF 2016

PATRICK AMIMO KORECHE.....
.....CLAIMANT

VERSUS

SGS KENYA LIMITED.....
.....RESPONDENT

RULING

1. For determination is the Respondent/Applicant's Notice of Motion application dated 14th October, 2025 brought pursuant to Sections 1A, 3A, & 63 (e) of the Civil Procedure Act, Order 21 Rule 9A, Order 22 Rule 22, and Order 51 Rule 1 of the Civil Procedure Rules 2010, where the Applicant seeks orders **THAT: -**
 - i. Spent
 - ii. Spent
 - iii. Spent
 - iv. The Warrants of Attachment dated 13th October, 2025, issued to Messrs. Cornerstone Auctioneers, be recalled and set aside.
 - v. This Honourable Court do issue an order directing the Deputy Registrar to compute the interest payable to the Claimant as ordered in the Judgment dated 22nd May, 2025.
 - vi. The costs of this application be provided for.

2. The Respondent contends that on 22nd May 2025, this Honourable Court entered judgment in favour of the Claimant, and that subsequent thereto, the Claimant filed his Bill of Costs dated 8th July, 2025 which was taxed by court vide its ruling delivered on 9th October, 2025, but no Certificate of Costs was served upon the Respondent/Applicant following the said ruling.
3. The Applicant states that pursuant to the taxation ruling, the Claimant purportedly filed before this Court an application for Execution of Decree dated 9th October 2025, wherein he unilaterally, and without the input of the Respondent/Applicant, computed the interest purportedly payable pursuant to the decision of the Court.
4. The Applicant avers that on the basis of the computation by the Claimant, the court issued warrants of attachment to Messrs. Cornerstone Auctioneers to execute for the amount of Kshs.910,812.12 purported to have been awarded under the Decree dated 22nd May 2025. It avers further that the computation comprises the decretal sum of Kshs. 240,000, interest thereon at 14% (9 years 5 months) of Kshs.316,400, Costs at Kshs.. 160,435 and interest at 14% (9 years 5 months) amounting to Kshs.211,506.80.
5. The Respondent/Applicant avers that the interest as computed by the Claimant/Applicant is erroneous and the figures therein are exorbitantly exaggerated, and should

the same be paid to the Claimant/ Applicant, it would amount to unjust enrichment.

6. The Respondent further avers that the interest, if properly computed for the entire period of 9 years and 5 months at the interest of 14% per annum, would come to a cumulative figure of Kshs. 322,419 as opposed to Kshs.501,926/- alluded to in the application for execution, thereby creating a significant difference of Kshs.185,507.
7. The Respondent avers that the erroneous computation by the Claimant/Respondent makes the warrants of attachment incurably defective and incapable of enforcement, and as such, should the same proceed as intended, it would amount to a travesty of the law.
8. The Respondent/Applicant further argues that at the time of taking out the warrants of attachment and conducting the purported proclamation, the Claimant/Respondent had not paid the requisite Court Collection Fees assessed at Kshs.1,500, which would have facilitated the issuance of the warrants and therefore, this makes the aforementioned warrants of attachment irregular.
9. It states that the Claimant/Respondent is a natural person unknown to the Respondent/Applicant, and should he be allowed to proceed with the execution against it, there is a remote chance of the Applicant recovering the sum, should this application not be allowed.

10. The Claimant opposed the application vide grounds of opposition dated 29th October, 2025 and a replying affidavit sworn by the Claimant on even date.
11. The Claimant confirms that on 13th October, 2025, his advocate issued instructions to Cornerstone Auctioneers, who served the Applicant with a copy of the Certificate of costs, a proclamation notice, and Warrants of Attachment, giving them seven days to settle the decretal sum.
12. It is his case that the ruling on the bill of costs was delivered on 9th October, 2025 with the attendance of both parties' advocates, and which ruling was taxed in the sum of Kes.160,435.00. He avers that after ruling on the bill of costs, he made an application for execution of decree with a draft computation of Ksh.930,791.80.
13. It is the Claimant's position that the Employment and Labour Court registry did their own independent computation and arrived at Kes.910,812. 12/- of which they issued a warrant of attachment dated 13th October, 2025 which copy was served upon the Applicant's offices by the auctioneer.
14. He states that since judgment was delivered in May 2025, his advocates have tried to reach out to the Applicant's advocate with draft tabulations, but he has arbitrarily ignored them. He avers further that the advocate for the Applicant has not only refused to comply with the execution order, but also that in contesting the amount

computed, he has not provided his formula to be used so as to come to an amicable solution.

15. The Claimant avers that the advocate for the Applicant participated in the hearing of the bill of costs, attended the ruling when the Kes.160,435 was awarded, was served with all necessary documents and issued with a seven days' notice by the auctioneer to comply, but they ignored.

16. Under the grounds of opposition, the Claimant's position is that the Respondent/Applicant wrongly relied on Order 21 Rule 9A, and Rule 22 of the Civil Procedure Rules, which applies only to the Magistrates court. He contends further that the issues herein spring from the decision of the Deputy Registrar (DR) on the taxation of the bill of costs. He states that the Applicant herein, is also challenging the warrants issued by the Registrar of this court on 13th October, 2025 and the warrants having cropped from the DR's ruling, the Applicant ought to have written to the DR for reasons and subsequently, if still dissatisfied, filed a reference.

17. It is the Claimant's position that he agreed with the Court's computation of the interest, which is the only issue between the parties. He further states that he was not informed of the applicable percentage for statutory deductions.

18. Parties urged the motion through oral submissions. Counsel for the Applicant argued that Order 21 Rule 9A was quoted in error. He further stated that warrants did not emanate from the DR's ruling on the Bill of costs as alleged, but were simply warrants of execution of the decree.

Determination

19. Upon careful consideration of the Respondent/Applicant's Notice of Motion application, the grounds of opposition and Replying affidavit by the Claimant, and further considering the oral submissions by both counsels, the following issues arise for determination: -

- i. Whether the warrants of attachment dated 13th October 2025 were irregular or defective, and whether they should be recalled and set aside.
- ii. Whether the computation of interest by the Claimant and adopted by the registry was erroneous.
- iii. Whether the Deputy Registrar should be directed to compute interest pursuant to the judgment of 22nd May 2025.
- iv. Who bears the costs of the application.

Whether the warrants of attachment dated 13th October 2025 were irregular or defective, and whether they should be recalled and set aside

20. The Applicant challenges the warrants of attachment on the grounds that no certificate of costs was served on it prior to the execution, that the interest computation used to obtain the amount subject of the warrants was erroneous, and finally, that the court collection fees

amounting to Kshs.1500/-. was not paid at the time the warrants were issued.

21. It is the Applicant's further contention that the Claimant unilaterally computed interest and that the figures were exaggerated.

22. The Claimant on its part, asserts that on 13th October 2025, Cornerstone Auctioneers served the Certificate of Costs together with the warrants of attachment and proclamation on the Respondent/Applicant.

23. On the computation, the Claimant, maintains that the court Registry conducted its own computation, and the final amount of Kshs.910,812.12 was the court's computation, and not his.

24. On the issue of service of the certificate of costs, the Applicant did not, in my view, meaningfully rebut the Claimant's submission that it was served. I therefore let this rest.

25. On the computation of interest, where the court registry computes figures, the execution will not be rendered irregular on the basis that a party disagrees with the calculations. The proper recourse, in my view, would be to seek clarification or correction from the court, but not to invalidate the warrants purely on that basis.

26. It is, however, evident that the only real dispute herein is the correctness of the interest computation, and which I note is indeed a mathematical and not a discretionary issue, and which therefore calls for the court's intervention to avoid the risk of unjust enrichment.

27. In its submissions, the Applicant argued that the correct interest should be Kshs.322,419, while the Claimant and the registry's computation gives an interest of Kshs.501,926, which then overstates the interest by Kshs.185,507.
28. The Claimant in his replying affidavit provided the formula his counsel applied in arriving at the disputed interest, while the Applicant has not provided an alternative formula or counter-computation for comparison purposes.
29. By law, interest is computed strictly per the terms of the judgment, and the total decretal figure is dependent on accurate interest computation.
30. For reason that the Applicant disputes the arithmetics, and because the computation affects the decretal sum, I on this basis, allow the Respondent/Applicant's Motion and direct that the Deputy Registrar re-computes the interest in accordance with this court's judgment of 22nd May, 2025.
31. On the Claimant's assertion that the Applicant wrongly relied on Order 21 Rule 9A and Order 22 Rule 22, which applies only to magistrates' courts, the Applicant's counsel in his oral submissions, admitted quoting Order 21 Rule 9A erroneously. For reason that the application before court invokes Sections 1A, 3A & 63(e) of the Civil Procedure Act, which grants the court inherent powers to prevent abuse and ensure justice, I hold that the mis-citation is not fatal.

32. Finally, on whether the Applicant ought to have filed a reference, I hold that registry computations are administrative and may be corrected by the Deputy Registrar, and do not form the subject of a reference under the Advocates Remuneration Order. Further, the warrants of attachment were not an appeal or reference against taxation, but execution of the decree, which entitled the Applicant to move the court directly, hence the application is properly before court.

33. In the final analysis, I make the following orders: -

- a) That the Warrants of Attachment dated 13th October, 2025, be and are hereby recalled to allow proper computation of interest
- b) That the Deputy Registrar be and is hereby directed to recompute the interest payable herein, strictly in accordance with the judgment delivered by this court on 22nd May 2025, and to issue a revised computation of the decretal sum.
- c) That upon issuance of the revised computation, the Claimant shall be at liberty to apply for fresh warrants of attachment, if payment is not made within the time notified therein.
- d) To bring this matter to a close, I make no orders on costs.

34. Orders accordingly.

**SIGNED, DATED, AND DELIVERED BY VIDEO-LINK AND
IN COURT AT NAIROBI THIS 20TH DAY OF NOVEMBER,
2025.**

**C. N. BAARI
JUDGE**

Appearance:

Mr. Arunda present for the Claimant

N/A for the Respondent

Ms. Esther-CA

ORIGINAL