



**Imfact Working Capital Solutions v Real Nak Source Procurements
Limited & another (Commercial Miscellaneous Application E052 of 2025)
[2025] KEHC 17890 (KLR) (Commercial and Tax) (1 December 2025) (Ruling)**

Neutral citation: [2025] KEHC 17890 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
COMMERCIAL MISCELLANEOUS APPLICATION E052 OF 2025
AA VISRAM, J
DECEMBER 1, 2025**

BETWEEN

IMFACT WORKING CAPITAL SOLUTIONS APPLICANT

AND

REAL NAK SOURCE PROCUREMENTS LIMITED 1ST RESPONDENT

FELIX KABARA CHEGE 2ND RESPONDENT

RULING

1. I have considered the Application dated 23rd June, 2025, together with the affidavit filed in support of even date. The Application seeks to recognize and enforce an arbitral award published on 23rd February, 2024 (“the Award”).
2. The same is not opposed and an affidavit of service dated 12th November, 2025, is available on the court record.
3. The Applicant has annexed a certified copy of the Final Award marked as Exhibit IWCS5 and found at page 59 of the annexures to the supplementary affidavit. The Applicant has also annexed a certified copy of the arbitration agreement between the parties marked as Exhibit IWCS4 and found at page 53 of the annexures to the supporting affidavit.
4. The applicable law is found at Section 36 of the *Arbitration Act*, 1995. The same provides as follows:-

Recognition and enforcement of awards



- (1) A domestic arbitral award, shall be recognized as binding and, upon application in writing to the High Court, shall be enforced subject to this section and section 37.
- (2) An international arbitration award shall be recognised as binding and enforced in accordance to the provisions of the New York Convention or any other convention to which Kenya is signatory and relating to arbitral awards.
- (3) Unless the High Court otherwise orders, the party relying on an arbitral award or applying for its enforcement must furnish—
 - (a) the original arbitral award or a duly certified copy of it; and
 - (b) the original arbitration agreement or a duly certified copy of it.
- (4) If the arbitral award or arbitration agreement is not made in the English language, the party shall furnish a duly certified translation of it into the English language. (Emphasis mine)

5. Further, I take note that no live application for setting aside or refusal for recognition or enforcement of the Award is pending before the court at present, and further, that the statutory time limit for filing such an application to set aside has since elapsed.

6. Having found that the above criteria is met, the Application is allowed. The Award dated 23rd February, 2024, is hereby recognized and adopted as a judgment of the Court and leave is granted to enforce the award as a decree of the Court.

7. The file is marked as closed.

DATED AND DELIVERED VIRTUALLY VIA MICROSOFT TEAMS THIS 1ST DAY OF DECEMBER, 2025

ALEEM VISRAM, FCIArb

JUDGE

In the presence of;

Court Assistant: Lispa

.....for Applicant

.....for 1st Respondent

.....for 2nd Respondent

