



**Okonya v Dally Inamndar Advocates Llp (Civil Case E126 of 2024)
[2026] KEHC 66 (KLR) (Civ) (15 January 2026) (Judgment)**

Neutral citation: [2026] KEHC 66 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)
CIVIL
CIVIL CASE E126 OF 2024
SIFUNA NIXON, J
JANUARY 15, 2026**

BETWEEN

FRANCIS OMONDI OKONYA PLAINTIFF

AND

DALLY INAMNDAR ADVOCATES LLP DEFENDANT

JUDGMENT

1. The Plaintiff Francis Omondi Okonya has instituted this suit, against his Advocate Dally Inamdar Advocates LLP the Defendant. The same which was instituted by way of an Originating Summons dated 21st June 2024 and brought under Order 51 and 52 of the Advocates Act (Cap 16 Laws of Kenya), is based on the grounds stated in the summons. It is supported by the Supporting Affidavit of the said Francis Omondi Okonya the Plaintiff.
2. The Defendant a law firm has represented the Plaintiff in multiple matters in courts. Among them Nairobi HCCC NO. 64 OF 2015 (Francis Omondi Okonya V. The Star Newspaper) a defamation suit this Plaintiff filed against Star Newspaper. The suit was successful, and judgment was entered in favour of the Plaintiff, for Ksh 5 Million in general damages; plus costs and interest at court rates.
3. The Star Newspaper which is the Judgment-Debtor in that suit, has since paid in full the entire decretal sum. But the Defendant has released the rest to the Plaintiff and withheld and continues to withhold a sum of Ksh 568,897= part thereof, as lien for its supposed Advocates-Client Costs without filing a Bill of Costs. This action has aggrieved the Plaintiff.
4. Consequently, the Plaintiff has filed this suit. Seeking the following orders:



1. An order compelling the Defendant to deliver up to the Plaintiff the said sum of Ksh 568,897= that the Defendant has withheld and continues to withhold. Being the balance of the decretal sum in the Nairobi HCCC NO. 64 OF 2015.
 2. Interest on the said sum, at court rates, from the date of receipt of the decretal sum from the Judgment-Debtor (The Star Newspaper), until the date of payment to the Plaintiff.
 3. An order compelling the Defendant law firm to deliver up to the Plaintiff, all the Plaintiff's documents it has in its possession relating to the said suit, Nairobi HCCC NO. 64 OF 2015.
 4. An order to the Defendant to file, for taxation, its Advocate-Client Bill of Costs, arising from the said suit (Nairobi HCCC NO. 64 OF 2015).
 5. The costs of this Originating Summons.
5. The Defendant opposed this Summons through a lengthy Replying Affidavit of over thirty paragraphs. In which it has defended its withholding of the said funds.
 6. It has in that Replying Affidavit, contended that it has represented the Plaintiff in more than one matter. Including Nairobi High Court Judicial Review Application No. 24 Of 2014 Republic V. The National Police Service Commission Ex Parte Francis Omondi Okonya. That in which this Plaintiff paid to legal fees of Ksh 721,327=.
 7. It has further contended that the amount that the Plaintiff paid it in legal fees in Nairobi HCCC NO. 64 OF 2015, is only Ksh 150,000=, and not Ksh 311,400= as claimed by him in this Originating Summons.
 8. Hence that the Plaintiff still owes it legal fees for that suit, and that it is therefore justified to demand more fees from him, billed on an hourly basis as has always been the case in the matters it has handled for him.
 9. This suit (this Originating Summons) proceeded by way of written submissions. With each party filing its submissions. The Plaintiff's submissions are dated 28th January 2025. While the Defendant's submissions are dated 5th March 2025. This Court has considered each party's pleadings alongside the respective submissions.

Analysis and Determination

10. I hold the view that an Advocate that has represented a party in a suit, is entitled to not more than its legal fees; either agreed as per Section 45 of the *Advocates Act* (Cap 16 Laws of Kenya), or taxed as per the Advocates Remuneration Order (ARO).
11. Where there is no formal written Fee Agreement in terms of Section 45 of the *Advocates Act*, the Advocate should file his Advocate-Client Bill of Costs for taxation. As there can be no taxation where there exists a Fee Agreement.
12. In this particular case neither the Advocate nor the Client has produced a Fee Agreement. The Client has in his pleadings stated that the law firm failed to supply him with a Fee Agreement despite his persistent demand for it. It follows also, that the law firm's insistence of charging on an hourly basis, is not supported by any Fee Agreement. Hence is unilateral.
13. Section 47 of the *Advocates Act* empowers the High Court to make orders for the delivery by an Advocate, of a Bill of Costs, and for the delivery up of or otherwise in relation to the Client's matter, any deeds, documents or papers in his possession, custody or power.



14. While the Defendant law firm is entitled to its legal fees, the same has neither been agreed upon, nor ascertained, nor determined. There being no Fee Agreement in the manner contemplated by Section 45 of the *Advocates Act*, there is need for the Defendant law firm, to file its Advocate-Client Bill of Costs. So that the quantum of the fees is assessed through taxation by a Taxing Officer of this Court.
15. As to the documents relating to the subject suit, and whose delivery to him, the Plaintiff is by his Originating Summons seeking in this suit, I hold that such documents remain the property of the Client; and at no time do they become the property of the Advocate.
16. It is unconscionable for an Advocate who has neither filed nor taxed a Bill of Costs such as is the case here, to insist on continuing to withhold his Client's dues, file or documents.
17. This Court finds this suit to be meritorious, and accordingly allows the Plaintiff's Originating Summons in terms of its prayers (3), (4) and (5) only. Prayers (1) and (2) are declined.
18. Consequently, it is hereby ordered as follows:
 1. The Defendant Daly Inamdar Advocates LLP shall within 30 days from the date of this judgment, deliver up to its Client the Plaintiff Francis Omondi Okonya, all the documents in its possession, relating to Nairobi HCCC NO. 64 OF 2015 Francis Omondi Okonya V. The Star Newspaper
 2. The Defendant Daly Inamdar Advocates LLP shall further within the said 30 days from the date of this judgment, file and serve its Advocate-Client Bill of Costs relating to its having represented the Plaintiff in the said suit (Nairobi HCCC NO. 64 OF 2015).
 3. Pending the filing and taxation of the said Bill of Costs, the Defendant law firm shall within 10 days from the date of this judgment deposit in this Court Ksh 568,897= which it has been withholding from the Plaintiff's decretal sum it received in Nairobi HCCC NO. 64 OF 2015.
 4. Should the Defendant not file its said Advocate-Client Bill of Costs within 30 days as ordered in (1) above, the said sum of Ksh 568,897= shall forthwith be delivered to the Plaintiff upon expiry of that period.
 5. The Plaintiff is hereby awarded the costs of this suit.

DATED AND DELIVERED AT NAIROBI ON THIS 15TH DAY OF JANUARY 2026

PROF (DR) NIXON SIFUNA

JUDGE

