



**Okello t/a Bernard Odero & Co. Advocates v Kenya County Government Workers Union
(Miscellaneous Application E006 of 2024) [2026] KEELRC 262 (KLR) (30 January 2026) (Ruling)**

Neutral citation: [2026] KEELRC 262 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU
MISCELLANEOUS APPLICATION E006 OF 2024**

**J RIKA, J
JANUARY 30, 2026**

BETWEEN

**BERNARD ODERO OKELLO T/A BERNARD ODERO & CO.
ADVOCATES ADVOCATE**

AND

KENYA COUNTY GOVERNMENT WORKERS UNION CLIENT

RULING

1. The Advocate's Bill of Costs was taxed at Kshs. 445,150.90, through an ex parte ruling, dated 26th March 2024.
2. The Client filed reference dated 19th March 2025.
3. It is submitted that the Advocate served the Bill of Costs on the wrong e-mail address, klcgwuhq@yahoo.com. The correct address, which is known to the Advocate from past representation, is klgwuhq@yahoo.com.
4. The Client was not able to challenge the Bill of Costs on taxation, as there was no service of the Bill of Costs.
5. The Advocate in addition, failed to disclose to the Taxing Officer, that there was a valid retainer agreement between the Parties, dated 17th November 2022, at the time of taxation.
6. The retainer agreement states: -
 - a. The Advocate's Law Firm will handle and litigate the Court matters currently [then] filed on behalf of the Client [including E&LRC Cause No. 1068 of 2015, subject matter of the Bill of Costs], as per Schedule 1 attached to the agreement, and signed by the Parties for a total fee of Kshs. 7,000,000.



- b. The Client shall settle the amount at a monthly instalment of Kshs. 250,000, which is payable effective 1st January 2022, upon signing of this agreement.
 - c. The Advocate undertakes to litigate the matters listed in Schedule 1 of the agreement to their logical conclusion.
7. Both Parties submit that Section 45[6] of the Advocates Act, provides that the costs of an Advocate, in any case where an agreement has been made by virtue of this section, shall not be subject to taxation.
 8. The Advocate highlights however, that the retainer agreement must be in writing; there must be consensus between the Parties; the agreement must be entered into freely; it must be signed by the Client or his agent; and the terms must be clear and unambiguous.
 9. Parties agreed that the reference is determined on the strength of their submissions, which they confirmed to have filed and exchanged at the last mention on 25th November 2025.

The Court Finds: -

10. A retainer agreement, whose key terms are stated at paragraph 6 of this ruling, is exhibited.
11. The agreement is in clear terms and is signed by the Advocate and principals of the Client Union.
12. The Advocate cannot deny the existence of valid retainer agreement, which applied to various matters in which he represented the Client, including the matter subject matter of the Bill of Costs which he taxed before the Court, ex parte.
13. On 29th July 2025, during one of the appearances before the Court, the Advocate informed the Court that he was negotiating settlement with his Client, in about 80 matters, where he represented the Client. The retainer agreement bears this statement out, containing a list of about 99 matters, which include some legal opinions.
14. He does not appear to have properly served the Bill, leading to taxation.
15. Regardless of whether there was proper service, the Bill of Costs should not have been presented before the Court for taxation, by dint of Section 45 [6] of the Advocates Act, a law which is invoked by both Parties. There was a valid retainer agreement.

It Is Ordered: -

- a. The application dated 19th March 2025 filed by the Client is allowed, and orders made on taxation set aside.
- b. No order on the costs.

DATED, SIGNED AND DELIVERED ELECTRONICALLY AT NAKURU, UNDER RULE 68 [5] OF THE E&LRC [PROCEDURE] RULES, 2024, THIS 30TH DAY OF JANUARY 2026.

JAMES RIKA

JUDGE

