



**Soko Sawa Limited v Wanyoike & another (Environment and Land
Case 83 of 2020) [2026] KEELC 489 (KLR) (5 February 2026) (Ruling)**

Neutral citation: [2026] KEELC 489 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT AND LAND CASE 83 OF 2020
CG MBOGO, J
FEBRUARY 5, 2026**

BETWEEN

SOKO SAWA LIMITED PLAINTIFF

AND

GEORGE KAMAU WANYOIKE 1ST DEFENDANT

HOME GROWN MILLERS 2ND DEFENDANT

RULING

1. Before this court for determination is the notice of motion dated 6th August, 2025 filed by the defendants/applicants, seeking the following orders: -
 1. Spent.
 2. That the plaintiff/decreed holder either by himself, agent or servants and Garam Auctioneers be and are hereby restrained from seizing, advertising for sale, selling through public auction assorted movable goods listed in the proclamation dated 1st of August, 2025 by Garam Auctioneers.
 3. That the honourable court be pleased to grant temporary stay orders of execution of the judgement and ruling delivered on 9 August, 2021 20th December, 2021 and 30th May, 2023 respectively and nullify the decree and warrants of attachment dated 30th July, 2025 pending hearing and determination of this application.
 4. That the proclamation dated 1st of August, 2025 by Garam Auctioneers be hereby declared unlawful.
 5. That such other additional, suitable and/or alternative orders be made as are just and expedient all circumstances of the case and this application considered.



6. That the costs of this application be in the cause.
2. The application is premised on the grounds on its face is and supported by the affidavit of the 1st defendant/applicant, one of the directors of the 2nd defendant/applicant. The supporting affidavit is sworn on even date.
3. The 1st defendant/applicant deposed that following the judgement delivered on 21st August, 2021 and the ruling delivered on 30th May, 2023 they are apprehensive that the plaintiff/respondent will proceed with execution which will render their application nugatory as the decree and warrants of attachment have been extracted. Further, that a proclamation notice dated 30th July, 2025 and 1st August, 2025 have been served upon them.
4. The 1st defendant/respondent further deposed that the fact that an application has been filed is sufficient reason in law for the court to order stay pending hearing and determination of this application which stay may be subject to such terms as the court may find reasonable.
5. The plaintiff/respondent opposed the application through the replying affidavit of Suraj Shah, the Chief Executive Officer sworn on the 7th October, 2025. The plaintiff/respondent deposed that the instant application falls short of the laid down principles for grant of stay execution orders where a party prefers an appeal from this court.
6. The plaintiff/respondent further deposed that the defendants/ applicants have not demonstrated and/or disclosed the existence of substantial loss that may be occasioned in case stay of execution order is not granted save for stating that the plaintiff/respondent has contracted the firm of Garam Auctioneers to aid in execution of the decretal sum awarded to it in an effort realize the fruits of the judgment delivered on 9 August, 2021.
7. It was further deposed that it has been four years since the judgment was delivered and no positive results have been forthcoming after the judgment was delivered save for constant applications by the defendants/applicants seeking to deter the plaintiff/respondent from enjoying the fruits of the judgment.
8. The plaintiff/respondent deposed that the defendants/applicants have taken this court on a wild goose chase and a fishing expedition in an effort to waste this court's time by hearing vexatious, scandalous and frivolous applications. Further, that the defendants/applicants have made several false promises to settle the decretal amount including pledging to transfer properties which have never materialized.
9. The plaintiff/respondent urged this court to issue orders compelling the defendants/applicants to show cause why the 1st defendant/applicant should not be committed to civil jail for failing to settle the decretal amount.
10. By the time of writing this ruling, the parties herein had not filed their written submissions. Be that as it may, I have considered the application and the replying affidavit. The issue for determination is whether stay of execution orders ought to issue in the circumstances.
11. The judgment in this matter was delivered on 9th August, 2021 by Hon. Lady Justice K. Bor. The suit was decided in favour of the plaintiff/respondent who was found to be entitled to rescind the agreement for the sale of the suit property and the asset purchase. The court ordered the defendants/applicants to refund the deposit of Kshs.4,700,000/=.
12. Since then, the plaintiff/respondent is yet to realize the decretal sum from the defendants/applicants who are also the judgment-debtors. By the ruling of the deputy registrar delivered on the 30th of May, 2023 the defendants/applicants were ordered to pay the sum of Ksh.500,000/= before the 5th of every



month to the plaintiff/respondent until settlement in full, failure to which the execution of the decree of the court shall proceed.

13. It therefore appears that the defendants/applicants defaulted on this amount, thus the plaintiff/respondent proceeded to execute the decree for the decretal sum through Garam Investments Auctioneers, through warrant of attachment for movable property dated 30th July, 2025.

14. Section 38 of the Civil Procedure Act, Cap 21 provides:-

“Subject to such conditions and limitations as may be prescribed, the court may, on the application of the decree-holder, order execution of the decree—

- (a) by delivery of any property specifically decreed;
- (b) by attachment and sale, or by sale without attachment, of any property;
- (c) by attachment of debts.”

15. In the same vein, Section 44(1) of the Act provides:

“All property belonging to a judgment debtor, including property over which or over the profits of which he has a disposing power which he may exercise for his own benefit, whether that property is held in his name or in the name of another but on his behalf, shall be liable to attachment and sale in execution of a decree”

16. Further, Order 22 Rule 55 of the Civil Procedure Rules provides that:-

“Any court executing a decree may order that any property attached by it and liable to sale, or such portion thereof as may seem necessary to satisfy the decree, shall be sold, and that the proceeds of such sale, or a sufficient portion thereof, shall be paid to the party entitled under the decree to receive the same.”

17. The defendants/applicants are now seeking stay of execution, but the court notes that there is currently no pending appeal. Thus, there is nothing that warrants staying execution of the judgment and decree issued by this court. The plaintiff/respondent should be allowed to enjoy the fruits of their judgment.

18. In *Machira T/A Machira & Co Advocates vs. East African Standard (No 2)* [2002] KLR 63, it was held that:

“The ordinary principle is that a successful party is entitled to the fruits of his judgement or of any decision of the court giving him success at any stage. That is trite knowledge and is one of the fundamental procedural values which is acknowledged...”

19. Having found that there is nothing barring the plaintiff/respondent from executing the decree, I find the notice of motion dated 6th August, 2025 lacking in merit, and the same is dismissed with costs to the plaintiff/respondent.

It is so ordered.

DATED, SIGNED & DELIVERED VIRTUALLY THIS 5TH DAY OF FEBRUARY, 2026.

HON. MBOGO C.G.

JUDGE



05/02/2026.

In the presence of:

Ms. Benson Arunga - Court assistant

Mr. Ng'ethe for the Plaintiff/Respondent

