



**Kenya Power & Lighting Company Limited v Manson Hart Kenya Limited (Civil Appeal E706 of 2021) [2026] KEHC 1227 (KLR) (Civ) (10 February 2026) (Ruling)**

Neutral citation: [2026] KEHC 1227 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)**

**CIVIL**

**CIVIL APPEAL E706 OF 2021**

**AC MRIMA, J**

**FEBRUARY 10, 2026**

**BETWEEN**

**KENYA POWER & LIGHTING COMPANY LIMITED ..... APPELLANT**

**AND**

**MANSON HART KENYA LIMITED ..... RESPONDENT**

**RULING**

1. This ruling is in respect of the Notice of Motion dated 29<sup>th</sup> May 2025 which sought orders that the sum of Kshs. 4,698,728.21, being a portion of the decretal sum held in the joint account in the names of Rachier & Amollo LLP and Wainaina Ileri Advocates LLP, be released to the Applicant/Original Respondent. The application also sought for an order that the Respondent/Original Appellant pays interest on the decretal sums until release.
2. The application was supported by the grounds on the face of it and the supporting affidavit of Learned Counsel for the Applicant sworn on 29<sup>th</sup> May 2025. The Applicant averred that the Appellant/Respondent deposited the decretal sums of Kshs. 7,465,925.80 as security in a joint account pending the hearing and determination of the appeal. That, by a judgment of this Court rendered on 4<sup>th</sup> June 2024, this Court substituted the trial Court's findings on special damages and awarded the sum of Kshs. 2,074,495.76 together costs of the appeal. That by a consent dated 1<sup>st</sup> October 2024, the Appellant/Respondent's Bill of costs was taxed at Kshs. 257,875.00/=. The Respondent/Applicant emphasizes that the amounts owing to them is Kshs. 4,698,728.21, being the revised special damages, interest thereon, costs of the trial Court suit and less the costs of the appeal awarded to the Appellant/Respondent. The Applicant is aggrieved that the Appellant/Respondent has refused to settle the decretal sums or give a consent to the release of the funds held in the joint account.



3. The application was strenuously opposed by the Appellant/Respondent. They filed a Replying Affidavit of Justus Ododa sworn on 9<sup>th</sup> July 2025. The Appellant contended that the judgment of this Court did not award the Respondent/Applicant any interest on the award of special damages and neither did it confirm that the costs and interests of the lower Court suit was payable by the Appellant/Respondent. They emphasized that this Court's judgment did not address or preserve the lower Court's award on interest or costs, and further that the Respondent/Applicant did not file an application seeking to review or clarify the judgment. They averred that they cannot, therefore, be compelled to pay interest on the decretal sum beyond the date of the appellate judgment as there are no orders to that extent. In the end, they reiterated their willingness to release the sums of Kshs. 2,074,495.76 in compliance with the judgment of this Court.
4. Pursuant to the directions of this Court, the application was canvassed by way of written submissions. The Applicant's written submissions were dated 15<sup>th</sup> August 2025 whereas those by the Appellant are dated 10<sup>th</sup> September 2025. Upon consideration of the application, the rival written submissions and the decisions referred thereto, the issue that stands out for this Court's determination is whether the Notice of Motion dated 29<sup>th</sup> May 2025 is merited.
5. This Court has had the liberty to peruse the record and noted that in the Plaint dated 21<sup>st</sup> November 2014 in the original suit being Nairobi CMCC No. 6992 of 2014 [hereinafter referred to as 'the primary suit'], the Respondent/Applicant sought for judgment in the sum of Kshs. 4,123,135.82 together with interest and costs. By a judgment dated 21<sup>st</sup> November 2014, the trial Court entered judgment as prayed. On appeal, this Court set aside the trial Court's award on special damages and substituted it with an award of Kshs. 2,074,495.76/=. The Court also awarded costs of the appeal.
6. The prevailing contention is that since this Court did not pronounce itself on the issue of interest and costs on the primary suit, then, none is chargeable on the revised special damages. A careful look at the judgment in the primary suit and the judgment on appeal affirms the position that the appellate Court in essence only disturbed the award on special damages and nothing more. Therefore, the revised sums on appeal attracted interest and costs as awarded by the trial Court. Had the appellate Court desired to disturb any other award in the trial Court judgment, it would not have hesitated to plainly do so just as it did for the special damages. As such, the Applicant is entitled to the special damages of Kshs. 2,074,495.76/= awarded on appeal together with interest and costs of the primary suit less the costs of the appeal.
7. Having said as much, this matter shall be remitted to the Hon. Deputy Registrar of this Court who will compute the costs of the primary suit and the interest thereon up to now and add that amount to the sum of Kshs. 2,074,495.76/= less the costs of the appeal. It is that resultant sum of money that will be released from the Joint Account No. 0XXXXXXXXXX47 at Stanbic Bank Kenya Limited held in the names of Rachier & Amollo LLP and Wainaina Ireri Advocates LLP to the firm of Wainaina Ireri Advocates LLP. The balance thereof, if any, shall be released to the firm of Rachier & Amollo LLP.
8. Orders accordingly.

**DELIVERED, DATED AND SIGNED AT NAIROBI THIS 10<sup>TH</sup> DAY OF FEBRUARY, 2026.**

**A. C. MRIMA**

**JUDGE**

Ruling virtually delivered in the presence of:

Miss Marwa, Learned Counsel for the Appellant.



Mr. Mwangi, Learned Counsel for the Respondent.

Michael/Amina – Court Assistants.

