

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
MILIMANI LAW COURTS
MISC. CIVIL APPLICATION NO. E675 OF 2025
MISC. CIVIL APPLICATION NO. E669 OF 2025
MISC. CIVIL APPLICATION NO. E681 OF 2025
MISC. CIVIL APPLICATION NO. E673 OF 2025

SAMUEL GITONGA & ASSOCIATES.....
APPLICANT

VERSUS

THE MONARCH INSURANCE COMPANY LTD.....
RESPONDENT

RULING

The Applications

1. This ruling relates to the four matters listed above in a dispute arising from advocate and client bills of costs which have already been taxed, Certificates of Taxation issued and served on the Respondents. It is the failure of the Respondent to settle the said bills that has provoked these applications.
2. In HCCCMISC/E675/2025, the Notice of Motion is dated 16/09/2025. It seeks judgment in the tune of Kshs 212,800 being the principal sum and interest on that amount from 09/09/2025 when the Certificate of Taxation was served on

the Respondent until payment in full and costs of the application.

3. In HCCCMSC/E669/2025, the Notice of Motion is dated 03/09/2025. It seeks judgment in the sum of Kshs 230,800 being the principal amount plus interest on that sum from 02/09/2025 when the Certificate of Taxation was served on the Respondent.

4. In respect to HCCCMISCE681/2025, the Applicant is seeking judgment in the sum of Kshs 83,900 as the principal sum and interest from 02/09/2025 when the Certificate of Taxation was served on the Respondent until payment in full. The Notice of Motion in this case is dated 03/09/2025.

5. In HCCCMISC/E673/2025, the Notice of Motion is dated 16/09/2025. In it, the Applicant is seeking entry of judgment in the sum of Kshs 185,500 being the taxed principal amount and interest on that amount from 09/09/2025 when the Certificate of Taxation was served on the Respondent until payment in full.

6. The Applications are opposed by the Respondent through a Replying Affidavit sworn by Peter Waweru, the Legal Officer

of the Respondent, on 15/12/2025. The Respondent admits instructing the Applicant to represent it and admits its willingness to settle any legal fees owed to the Applicant in accordance with the Service Legal Agreement between the parties.

Submissions

7. The four applications were argued orally on 16/12/2025. Mr. Olunga, representing the Applicant submitted that the Respondent is relying on a Service Level Agreement which is self-explanatory that upon the conclusion of the matter, the advocate will raise a fee note and the client will settle the same; that even though the advocate has raised a fee notes, the client has neglected to settle them; that this necessitated the drawing and filing bills of costs which have been taxed and certificates of taxation issued and served on the client; that the certificates of taxation have not been contested or set aside and that the applications herein remain unopposed.

8. In opposition, Mr. Tumaini representing the Respondent submitted that the certificates of taxation were acquired through non-disclosure of material facts that there was in force Service Level Agreements which has always guided the parties. Mr. Tumaini refuted that the fee notes referred to by the Applicant were received by the Respondent.
9. He submitted, further, that the interest sought is faulty because it is based on certificates of taxation which were obtained through non-disclosure of the existence of Service Level Agreements and that the Respondent has paid interim fee note for Kshs 30,000 and that this figure should be reflected as having been paid.
10. In a rejoinder, Mr. Olunga submitted that the Service Level Agreement is not in dispute; that the bills of costs and certificates of taxation have been paid as exhibited through stamped copies; that the Respondent did not raise any objection during taxation of the bills of costs.

Determination

11. I have considered the four applications. Indeed, there exists Service Level Agreements between the Applicant and the Respondent. However, the matters before the Court are not references where the bills of costs are being challenged. These applications seek entry of judgment as per taxed costs where certificates of taxation have been issued and served. My reading of the court records show that service was effected and acknowledged by the Respondent by affixing their stamp on respective dates of service. Although the Respondent, through their legal representative, have denied service, this is not true as evidence shows otherwise.

12. I have noted Service Level Agreements between the parties herein. However, the Respondent has failed to tender evidence to support the argument that Kshs 30,000 has been paid and therefore this figure should be deducted from the amount sought to be entered as judgment amount. Without any evidence to that fact, this court is not able to confirm payment of any amount towards the fees charged by the Applicant. In my view, nothing would have been

easier that to attach copies of document(s) showing that the alleged amount was paid.

13. Consequently, it is my finding, and I so hold, that the applications in the matters under determination are merited. I hereby allow the applications as prayed and enter judgment in the following manner:

(a) Judgment in the sum of Kshs 212,800 being the principal sum in HCCMISC/E675/2025 plus interest from 09/09/2025 until payment in full.

(b) Judgment in the sum of Kshs 230,800 being the principal sum in HCCMISC/E669/2025 plus interest from 02/09/2025 until payment in full.

(c) Judgment in the sum of Kshs 83,900 being the principal sum in HCCMISC/E681/2025 plus interest from 02/09/2025 until payment in full.

(d) Judgment in the sum of Kshs 185,500 being the principal sum in HCCMISC/E673/2025 plus interest from 09/09/2025 until payment in full.

(e) Costs of the application shall be paid to the Applicant in all the four matters.

14. It is so ordered.

Dated, signed and delivered this 25th day of February 2026.

**S. N. MUTUKU
JDUGE**

In the presence of:

1. Mr. Olunga for the Applicant/Advocate
2. Mr. Kereto for the Respondent/Client

ORIGINAL