



REPUBLIC OF KENYA



**Mwangi v Mwangi (Miscellaneous Application E107 of 2025)
[2026] KEHC 2925 (KLR) (Civ) (5 March 2026) (Ruling)**

Neutral citation: [2026] KEHC 2925 (KLR)

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

CIVIL

MISCELLANEOUS APPLICATION E107 OF 2025

JN MULWA, J

MARCH 5, 2026

BETWEEN

**WANJIKU & WANJIKU ASSOCIATES WANJIKU & WANJIKU
ASSOCIATES RESPONDENT**

AND

GAKERE MWANGI APPLICANT

RULING

1. The Chamber Summons motion dated 21/07/2025 was filed by Gakere Mwangi (hereafter the Client) under provisions of paragraph 11 of the Advocates Remuneration Order (ARO) and Section 51(2) of the *Advocates Act*.
2. The Applicant/Client seeks orders to set aside or vary the Ruling and Taxation delivered on 12/05/2025 by the Deputy Registrar (DR) awarding the Advocates Kshs. 2,700,000/= in respect of the Advocate/Client Bill of Cost dated 6/02/2025.
3. The Applicant further seeks an order that the said bill be taxed afresh, or in the alternative, the court be pleased to assess the fees payable in accordance with Schedule 6(9) of the Advocates Remuneration Order 2014.
4. It is supported by the affidavit of the Client and grounds set out on its face. The Client posits that the award is grossly and manifestly excessive on grounds that legal fees was resolved amicably between the parties before the pleadings were filed in court and the complaint lodged at the medical board.
5. Further, it is averred that there was no Advocate-Client retainer agreement regarding legal fees payable and was an academic exercise by the Advocate to justify its unlawful and illegal deduction of Kshs. 3,000,000/= from the settlement of Kshs. 15 million payout.



6. The Applicant in addition deposes that upon commencement of instructions, he paid Kshs. 3,000,000/- as legal fees to enable the Advocate to effectively handle the matter – annexed and marked “GM,-3” that there was no retainer agreement between the parties regarding legal fees, but upon engagement, a settlement was reached – marked as “GM-4”.
7. It is further posted that the Advocate never issued to the Client a fee note before deduction, but shared one after settlement of the dispute dated 16/01/2023, and thereafter he received Kshs. 12,000,000 retaining Kshs. 3,000,000/- as legal fees without prior consent agreement or any explanation.
8. Pursuant to the illegal deduction, the Client avers that he filed a complaint at the Advocates Disciplinary Committee vide Tribunal Cause No. 248/2023, which matter was scheduled for hearing on 1/02/2025. The affidavit of complaint is annexed and marked as “GM-6”.
9. Based on what the Client deems to be the work done, it is posted that the fees that ought to have been charged is Kshs. 311,250/= and therefore, upon taking into account that Kshs. 300,000/= had already been paid (before filing this suit) the balance ought to be Kshs. 11,250/=therefore seeking refund of Kshs. 2,700,000/=.
10. The client in addition adds that on upon delivery of the ruling, he filed an objection to the Taxation on 20/5/2025 which was within the time prescribed and therefore the reference is not time barred as alleged.
11. The motion is opposed. The Respondent/Advocate filed a motion dated 30/09/2025 to counter the Client’s Motion dated 21/07/2025 in which the Advocates seek an order to set aside orders of 27/07/2025 as against itself and the reference dated 21/07/2025 stating that the said ex-Parte orders fully determined the reference without hearing the other side, that the delay and pendency of the reference has tarnished the Advocates reputation and her business opportunities.
12. In further support of its averments, the Advocates state that as the impugned ruling was delivered on 12/05/2025 and uploaded on the CTS on same day the reference ought to have been filed within 14 days after, but was filed on 21/07/2025 being a 56 days delay and without leave of court.
13. The Advocate depones that the Advocates Disciplinary Tribunal in the cause against it vide DC cause No. 248 of 2023 is yet to be determined, and therefore urges for striking out of the motion dated 21/07/2025.
14. In further response to the motion dated 21/07/2025 the Advocates filed a Replying Affidavit to the motion dated 21/07/2025 wherein the matter for retainer was captured, stating that there was no retainer agreement between the Advocate and the client, but as the client disputed the fee note raised necessitating a bill of costs to be filed under schedule 5 of the ARO. It is further added that the disciplinary complaint was set for hearing on 10/02/2026.
15. Directions were taken that parties file their submissions on the two applications. The court record on CTS shows that none of the parties filed submissions.

Issue for Determination

1. Whether the client, Gakere Mwangi filed a reference objecting to the decision of the Taxing Master dated 12/05/2025 out of time and without leave of court.
2. If answer to (1) above is in the affirmative, whether the notice of objection (reference) should be struck out.
3. Whether the reliefs sought by the client/Applicant should be granted.



4. Who bears costs of the objection proceedings.
16. The impugned ruling was delivered on 12/05/2025. Rule II(1) ARO requires that if a party is dissatisfied with the decision of the Taxing Master, an objection by way of a Reference should be raised and filed within 14 days of the ruling.
17. There is on record a notice of objection to the decision of the Taxing Master dated 20/05/2025 marked “GM-1”. The court notes that it was filed within 14 days timeframe pursuant to the rule stated above. I have perused the impugned ruling. The taxing Master was the Hon. Wambo Deputy Registrar. The reasons for the ruling are contained therein; including the proceedings before the Deputy Registrar and submissions by counsel upon which the award was anchored on.
18. That being so, the client’s contention that the Taxing Officer failed to supply reasons for the ruling is misplaced. I have also considered the client’s complaints as seen and stated in the Supporting Affidavit he swore on 21/07/2025. Indeed a fee note was issued by the Advocate, for services rendered upon his admission that he issued instructions to the Advocate to provide legal advice and assistance in pursuing a potential medical negligence claim against Agakhan Hospital.
19. It is also the case that upon issuing instructions, the client made part payment of Kshs. 300,000/= to the Advocate to effectively handle the matter – “GM-3” on his behalf. So that when the wishes the court to believe that there existed no Advocate-Client relationship, is but false misrepresentation.
20. It is clear to this court by the conduct of both parties, that indeed there was an Advocate-client relationship. If it was not so, either of the parties would have raised the objection before the Taxing Officer who would have resolved the issue, before taxation of the Bill of Costs dated 6/02/2025. The client can therefore not claim that no relationship of Advocate-Client existed yet he has explained the reasons for which he made part payments to the Advocates.
21. Additionally, to buttress the above observations by the court the client submitted at par. 17, 18 and 19 what would have been the correct (in his mind) amount of fees that the Advocates would have charged and deducted from the settlement sum of kshs.15 Million. In my view, this complaint is nothing more than an acknowledgment by the client that there existed an Advocate-Client relationship and for that it is evident that the Taxing Master was in order to tax the Bill of Costs.
22. Evidently, what appears to be the Client’s complaint is the amount awarded to the Advocate as stated at the Ruling delivered on 12/05/2025, which the Client deems to be manifestly excessive in the circumstance.
23. On the motion filed by the Advocate dated 30/09/2025, the main prayer sought is an order for setting aside the court orders issued on 27/07/2025 and an order striking out the client’s Reference/Objection to the Taxation.
24. I have considered the court orders of 21/07/2025. The said orders are not final orders as may be seen from the wording thereon to wit;

“ In the interim, prayer 2 thereof is granted”.
25. In the motion dated 21/07/2025 from where the orders originated, it is worth noting that it was placed before the court under a certificate of urgency, in the first instance. At prayer 2 of the chamber summons, prayer sought was to set aside/and or vary the ruling and taxation delivered on 12/05/2025 by the Deputy Registrar awarding the Respondent Kshs. 2,700,000/- in respect to the Advocate/Client Bill of costs dated 6/02/2025 so that when the interim order was issued, it was to preserve the status



quo pending hearing inter partes of the motion. It was not and could not be a final order; otherwise, the motion would not have been set down for hearing inter partes.

26. The court has interrogated the affidavit material placed before it by both parties. The objections to the decision of the Taxing Officer are as stated by the Client is failure to consider the applicable scale of fees prescribed under schedule 6 of the ARO.
27. Clearly, upon reading the Taxing Officer's decision, it is clear that it was based upon Schedule 5 of the ARO, which concern to non-contentions fees collection and where there is agreement between the parties. However the Taxing Officer on grounds and reasoning found at the body of the decision opted to apply schedule 6 ARO, 2014 noting that the claim was settled amicably at Kshs. 15 million; upon numerous negotiations between the parties.
28. Reasons for the instructions fees item No. 1 is the contentions outcome, in the sum of Kshs. 2,500,000/= and together with the rest of the items, the court (DR) arrived at the sum of Kshs. 2,700,000/- in favour of the Advocate which the Client deems to be manifestly excessive citing the reasons he tenders by his supporting affidavit to his motion.
29. To that end therefore, and to give each party an opportunity to be heard on their complaints arising from the Taxing Officer's decision, I shall grant the Applicant/Client prayer 3 of his motion dated 21/7/2025, to the extent that the Advocate-Client Bill of Costs dated 6/2/2025 shall be taxed afresh before any other Taxing Officer in the Civil Division of the High Court, to wit, Hon. C. Njue.
30. I decline to grant prayers sought by the Advocate in their motion dated 30/09/2025, having made a finding that the Objection/Reference against the Taxing Masters decision was filed within the prescribed period of time. The motion is therefore without merit, and is dismissed with costs to the Client.

Costs of the client's application dated 21/07/2025 shall abide the outcome of the fresh taxation.

31. Parties shall take a fresh taxation date for the Advocate/Client Bill of Costs dated 6/2/2025 on the 24/3/2026 before the DR Hon. C. Njue.

Orders accordingly.

DELIVERED DATED AND SIGNED AT NAIROBI THIS 5TH MARCH, 2026.

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JANET MULWA.

JUDGE

