

**IN THE COURT OF APPEAL  
AT NAIROBI**

**(CORAM: KIAGE, ACHODE & KORIR, JJ.A)**

**CIVIL APPEAL (APPLICATION) NO. E730 OF  
2024**

**BETWEEN**

**NGURUMAN LIMITED.....APPLICANT**

**AND**

**ATTORNEY GENERAL ON BEHALF OF  
THE CABINET SECRETARY MINISTRY OF INTERIOR  
AND COORDINATION OF NATIONAL GOVERNMENT**

**.....RESPONDENT**

*(An application for review of the Judgment of the Court of  
Appeal (Kiage, Achode & Korir, JJ.A) dated 28<sup>th</sup> February  
2025*

*in*

***Civil Appeal No. E026 of 2022)***

\*\*\*\*\*

**\*\*\*\* RULING OF THE**

**COURT**

By our judgment dated and delivered on 28.2.25, we partially allowed the appeal by the Attorney General on behalf of the Cabinet Secretary, Ministry of Interior and Co-ordination of National Government by, *inter alia*, reducing the amount of compensation payable to Nguruman Limited (Nguruman) for **LR**

**Reference Narok/Nguruman/Kamorora/1** from Kshs.  
33,350,000,000 to Kshs. 16,675,000,000.

Nguruman now prays, by the motion dated 20.3.25 and said to be brought under Rule 37 of the Court of Appeal Rules, for the following orders;

***“1. Spent.***

***2. That the judgment of this honourable court dated and delivered on 28<sup>th</sup> February 2025 be reviewed.***

***3. That consequent upon the review of the judgment of the Court dated and delivered on 28<sup>th</sup> February 2025, the respondent be and is hereby awarded interest on the awarded damages at Court rates from the date of delivery of judgment of the Environment and Land Court at Narok (M. N. Kullow, J.) until payment in full.***

***4. That the costs of this application be provided for.”***

Among the grounds on which the application is founded and which appear on its face are;

***“1. This honorable court delivered a judgment dated 28<sup>th</sup> February, 2025 by which the respondent was awarded damages in respect of the invasion, destruction and occupation of the suit property commencing on 31<sup>st</sup> October 2014.***

***2. Despite awarding damages to the respondent this honorable court omitted to make any order on payment and interest on the awarded damages.***

***3. The award of interest that this honourable***

***court omitted to make is crucial as it mitigates against undue delay by the State in satisfying the awarded damages.***

**4. This honourable court is empowered to review its judgments under the slip rule set out under Rule 37 of the Court of Appeal Rules, 2022.**

**5. A reading of the judgment of this honourable court dated and delivered on 28<sup>th</sup> February 2025 indicates no intention on the part of this honourable court to deny the respondent interest on the awarded damages and the omission falls squarely within the types of errors contemplated under Rule 37 of the Court of Appeal Rules 2022.**

**6. The omission to award interests falls within the bounds of errors contemplated under the slip rule and review of the judgment of the Court would not alter the substance of the judgment dated 28<sup>th</sup> February 2025, rather it would give effect for the Court's intention Musembi & 13 Others (Suing on their own behalf and on behalf of 15 Residents of Upendo City, Cotton Village at South C Ward, Nairobi) v Moi Educational Centre Co. Ltd & 3 Others (Application E019 of 2021 [2022] KESC 19 (KLR) (Civ); and Monica Wangu Wamwere & 5 Others vs Attorney General SC Petition (Application) No . 26 pf 2019."**

The same grounds are repeated in the supporting affidavit of **Martin Richard Steyn**, a director of Nguruman, expressed as sworn on the same 20.3.25. There was no replying affidavit filed for the Hon. Attorney General.

Prior to the hearing of the motion, the firm of **Ahmednassir Abdullahi Advocates LLP** filed written submissions. They

repeated that *“a plain reading of the said judgment does not disclose any*

*intention on the part of this honourable court to deny the respondent [Nguruman] interest on the damages assessed by the Court” which omission, it was submitted, “falls squarely within the types of errors contemplated under the slip rule set out under Rule 37 ....” They went on to assert that the law on award of interest on damages awarded for violation of fundamental rights was “settled” by the Supreme Court in **WAMWERE & 5 OTHERS Vs. ATTORNEY GENERAL [2023] KESC 26 (KLR)** where the Apex court ruled and ordered;*

***“(7) APPRECIATING that the Court at paragraph 97 of its judgment and particular, under limb (e) of its Order held as follows:***

*‘(e) The Government of Kenya shall pay damages assessed at Kshs.2,500,000,000 to each of the appellants in this consolidated appeal.’*

*Further, from the reading of the judgment there is no indication that the Court intended to deny the applicants interest on the damages awarded; **and***

***(8)ACKNOWLEDGING that the omission to award interest falls within the bounds of the error (s) contemplated under section 21(4) of the Supreme Court Act; and that review of the judgment in issue to award interest would not alter the substance thereof rather it would give effect to the Court’s intention. See Musembi & 13 Others (Suing on their own behalf and on behalf of 15 Residents of Upendo City, Cotton Village at South C Ward, Nairobi) v Moi***

***Educational Centre Co. Ltd & 3 Others (Application E019 of 2021 [2022] KESC 19 (KLR)).***

***(9) WE HEREBY PRONOUNCE that the motion has merit and invoke our jurisdiction under section 21(4) of the Supreme Court Act to review the judgment to include an award of interest on damages at court rates from the date of the judgment on this Court being the 27<sup>th</sup> January 2023 until payment in full.”***

They also placed reliance on the Supreme Court’s earlier decision in the matter of review to include interest in the case of **MUSEMBI & 13 OTHERS (suing on their own behalf and on behalf of 15 RESIDENTS OF UPENDO CITY COTTON VILLAGE AT SOUTH C WARD, NAIROBI) Vs. MOI EDUCATIONAL CENTRE CO.**

**LTD & 3 OTHERS [2022] KESC 19 (KLR)** in these terms;

***“16. In the end we find that there is exceptional circumstances which requires that we invoke this Court’s inherent powers to review the judgment in the relevant part as prayed, in order to meet the ends of justice and to give effect to the intention of the judgment in accordance with section 21(4) of the Supreme Court Act as read with Rule 28(5) of the Supreme Court Rules.***

***17. Consequent, upon our findings above, we review the order to include interest on damages awarded at (v) and (vi) in the judgment from the date of judgment of the High Court until payment in full.”*** (Emphasis ours)

Placing reliance on those cases, **Mr. Ahmednasir**, Senior Counsel, urged that we grant the application and review our

judgment under the slip rule so as to award interest on damages from the date of the judgment of the Environment and Land Court

when we heard the application, saying it was “*trite law*” that the said interest be awarded, for which we had inherent power so as to give effect to the intention of the judgment, of which interest was an integral part.

**Mr. Eredi**, the learned Chief State Counsel appeared for the Attorney General and took the view that as each case had to be decided on its own merit, interest was not warranted herein, “considering that Kshs.16 billion is not little money.” He beseeched us not to saddle the tax payer with interest. When we asked him whether there was anything in our judgment to suggest that we considered and decided not to award interest on the general damages, Mr. Eredi’s candid reply was that we did not specifically do so. He nonetheless urged us to dismiss the application.

Having given this matter due consideration, we come to the ready conclusion that it is for allowing. In our judgment we specifically considered the issue of damages on the footing of special damages and came to the conscious conclusion that a case had not been made out for us to interfere with the discretion of the learned judge below in not granting interest on special damages. Our answer and intention therein were clear.

With regard to general damages, however, all we did is reduce the quantum thereof by half. We said not a word about interest, and certainly nothing to suggest that we intended to withhold it from the successful party. Our not addressing it was an accidental omission (we would not call it an error, though the omission may be termed erroneous).

We think that the case falls squarely within the four corners of the Supreme Court's jurisprudence on the deployment of the slip rule by way of review to award interest on general damages awarded, as here, for violation of rights thereby giving full effect and efficacy to the compensation awarded.

We see the salutary aims of such a position which is that once damages have been adjudged as payable, it would dilute and whittle down the value of the compensation were the judgment debtor to take unduly long in settling the decretal sum. Such delays would mean that the compensation, when paid, would be worth less than it did when awarded due to inflationary forces. It is thus proper and just that in order to maintain the compensatory force of the damages awarded, and thus meet the ends of justice, interest be awarded.

In the result, we find the application to be merited and grant it with the effect that the sum of Kshs.16,675,000,000 awarded as general damages shall attract interest at court rates with effect from 28<sup>th</sup> July 2021 being the date of the judgment of the Environment and Land Court.

As the omission leading to this review was on the part of the Court, we shall make no order as to costs.

**Dated and delivered Nairobi this 13<sup>th</sup> day of March, 2026.**

**P. O. KIAGE**

.....  
..... **JUDGE OF  
APPEAL**

**L. ACHODE**

.....  
..... **JUDGE  
OF APPEAL**

**W. KORIR**

.....  
..... **JUDGE  
OF APPEAL**

I certify that this is  
a true copy of the  
original.

***Signed***

**DEPUTY REGISTRAR**