



**Rayan Coach Limited v Wanza (Suing as Personal Representative of the Estate of Leonard Kimeu Nzioka – Deceased) (Civil Appeal E335 of 2024) [2026] KEHC 4103 (KLR) (19 March 2026) (Ruling)**

Neutral citation: [2026] KEHC 4103 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT MACHAKOS  
CIVIL APPEAL E335 OF 2024  
EN MAINA, J  
MARCH 19, 2026**

**BETWEEN**

**RAYAN COACH LIMITED ..... APPELLANT**

**AND**

**FELISTA SYOKAU WANZA (SUING AS PERSONAL REPRESENTATIVE OF THE ESTATE OF LEONARD KIMEU NZIOKA – DECEASED) ... RESPONDENT**

**RULING**

1. Before this court is the Appellant’s application in the Notice of Motion dated 26th September 2025, seeking a review of the condition for stay of execution issued by this court in the ruling dated 29th May 2025.
2. The gravamen of the application is that the Appellant cannot afford to deposit the entire decretal sum (Kshs 13,787,456) as security but can deposit a sum of Kshs 3,000,000 within 60 days pending hearing and determination of the appeal.
3. In her replying affidavit sworn on 13th November 2025, the Respondent opposed the application and averred that the application is made in bad faith and is only intended to obstruct and delay the course of justice and more so to delay payment of the decretal sum to her as the successful litigant. The Respondent contends that the Appellant has not provided any specific details or proof of its financial capacity or that the appeal shall be rendered nugatory should the orders not be granted. The Respondent therefore urges this court not to allow the application.
4. None of the parties filed written submissions as directed by this court on 29th September 2025.
5. I have nevertheless considered the application based on the pleadings and affidavits of the parties. The gist of the application is that the Appellant is unable to deposit the entire decretal sum without crippling its business but can afford Kshs 3,000,000. I have considered this application carefully. The



reason that a court requires a party granted a stay of execution of a decree, to deposit security, is that the deposit balances the right of the Appellant to appeal, with the successful decree holder/ Respondents' right to enjoy the fruits of their judgement. Secondly, it guarantees that the Decree Holder/ Respondent can readily access the decretal sum were the appeal to fail. Thirdly, the condition/ requirement guards against frivolous appeals which could be aimed at delaying execution of the decree hence prevents abuse of the court process. Fourthly, it addresses risks associated with the applicant's financial standing hence ensuring that should the appeal fail, the respondent is not left with an empty judgement- see the case of Gianfranco Manenthi & Another vs Africa merchant Assurance Co. Ltd [2019] eKLR

6. A party wishing to enjoy a stay pending appeal must therefore meet the above objectives or risk having the stay vacated. The Appellant in this case has not tendered evidence to prove that depositing the decretal sum as security shall cripple its operations. It is instructive that the said sum is an award of damages, both special and general, in a personal injuries claim. It has therefore not given this court any basis to vary the order. This court is therefore left wondering as to whether this appeal was merely filed to buy time and which would amount to an abuse of the court process. Clearly, the application has no merit and it is dismissed with costs to the Respondent. Time for depositing the security shall however be extended by a further 21 days failing which the order for stay of execution shall be deemed as having lapsed.

It is so ordered.

**RULING SIGNED, DATED AND DELIVERED ON THIS 19TH DAY OF MARCH 2026.**

**SIGNED BY/FOR:**

**HON. LADY JUSTICE E.N. MAINA**

**THE JUDICIARY OF KENYA.**

**DATE: 2026-03-22 14:27:03**

