



**LJA Associates LLP v Ahmednasir Abdullahi Advocates LLP (Commercial Cause E575 of 2024) [2026] KEHC 5867 (KLR) (Commercial and Tax) (30 April 2026) (Judgment)**

Neutral citation: [2026] KEHC 5867 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)  
COMMERCIAL AND TAX  
COMMERCIAL CAUSE E575 OF 2024**

**AA VISRAM, J**

**APRIL 30, 2026**

**BETWEEN**

**LJA ASSOCIATES LLP ..... APPLICANT**

**AND**

**AHMEDNASIR ABDULLAHI ADVOCATES LLP ..... RESPONDENT**

**JUDGMENT**

**REPUBLIC OF KENYA IN THE HIGH COURT OF KENYA AT NAIROBI COMMERCIAL AND TAX DIVISION CAUSE NO. E575 OF 2024**

**LJA ASSOCIATES LLP.....APPLICANT VERSUS AHMEDNASIR ABDULLAHI ADVOCATES LLP.....RESPONDENT**

**JUDGMENT**

**Introduction**

1. This matter arises from an Originating Summons dated 15th August 2024 in which the Applicant seeks to enforce a professional undertaking issued by the Respondent pursuant to a consent recorded on 13th February 2024.
2. The dispute is narrow but significant. It concerns whether the Respondent is liable to pay interest allegedly accrued following delayed compliance with the terms of the professional undertaking, and whether such undertaking remained enforceable during the subsistence of court orders staying its implementation.

**Background**



3. The material facts are largely uncontested. The Applicant had acted for certain clients and obtained certificates of taxation amounting to approximately Kshs. 279,792,000.
3. Thereafter, a consent was recorded on 13th February 2024 (“the Consent”) in related proceedings, pursuant to which the Respondent issued a professional undertaking to pay Kshs. 238,800,000 within thirty (30) days, failing which interest would accrue at the National Bank of Kenya base rate plus a margin of 5% per annum.
3. It is common ground that shortly after the consent was recorded, third party proceedings resulted in orders staying execution and implementation of the consent and, by extension, the professional undertaking.
3. Those stay orders remained in force until 21st June 2024, when they were lifted.
3. The Respondent subsequently paid the principal sum on or about 24th or 25th July 2024. The present dispute concerns the Applicant’s claim for interest in the sum of Kshs. 18,744,886.56 for the period of alleged delay.

### **Issues for Determination**

8. Having considered the pleadings, affidavits, and submissions, the issues that arise are:
  - a. Whether the professional undertaking remained enforceable during the period when court orders stayed its implementation;
  - b. Whether the Respondent is liable to pay interest under the terms of the undertaking;
  - c. If so, for what period such interest is payable;
  - d. What orders should issue as to costs.

### **Analysis and Determination**

#### **Nature and enforceability of a professional undertaking**

9. There is no dispute that a professional undertaking constitutes a binding obligation. It is both a contractual commitment and a solemn obligation given by an advocate as an officer of the court.
9. The authorities cited by the Applicant correctly state that such undertakings are ordinarily strictly enforced and advocates are not permitted to renege from them.
9. However, the enforceability of an undertaking must be considered within the broader legal context in which it operates. It does not exist in a vacuum.
9. Where a court of competent jurisdiction issues orders that directly affect the performance of the undertaking, those orders cannot be ignored. Obedience to court orders is not optional. As the Respondent correctly submits, compliance with court orders is a foundational principle of the rule of law.
9. In the present case, the stay orders issued on 16th February 2024 had the effect of suspending implementation of the consent and the undertaking. The Respondent was thereby legally restrained from performing the undertaking during that period.
9. It would be untenable to hold that an advocate must simultaneously comply with a court order and breach it in order to honour an undertaking. The law does not impose such contradictory obligations.

#### **Effect of the stay orders on the obligation to pay interest**



15. The Applicant's position is that the undertaking remained operative and that interest accrued automatically upon failure to pay within thirty days of execution.
15. The difficulty with that position is that it disregards the legal effect of the stay orders.
15. The thirty-day period stipulated in the undertaking cannot run during a period when performance is legally prohibited. Time, in such circumstances, must be deemed suspended.
15. I therefore find that the period between 16th February 2024 and 21st June 2024 cannot be applied for purposes of computing delay or interest.

#### **Whether interest is payable after lifting of the stay**

19. Upon lifting of the stay on 21st June 2024, the Respondent became obligated to perform the undertaking within a reasonable time, and in any event, within the balance of the contractual period.
19. The Respondent made payment on or about 24th July, 2024.
19. Accepting the Respondent's position, there was a delay of approximately three days beyond the thirty-day period calculated from the date of lifting of the stay.
19. The Applicant, on the other hand, seeks interest for a period exceeding four months, which includes the entire duration of the stay.
19. For the reasons already stated, that position is legally unsustainable.
19. The Court must therefore determine whether interest is payable for the limited period of delay after the stay was lifted.
19. In my view, the undertaking expressly provided for interest in the event of late payment. That clause is enforceable, but only in respect of delay attributable to the Respondent. It is not enforceable for the period during which the court expressly stayed execution of the Consent.
19. Accordingly, if interest is payable, it can only accrue for the short period between expiry of the thirty-day period after 21st June, 2024 and the actual date of payment.

#### **Conclusion**

27. The Court retains discretion in enforcing equitable obligations such as professional undertakings, particularly where competing legal obligations are involved.
27. Based on the material before the court, I find that the Respondent did not act in bad faith. The delay arose substantially due to subsisting court orders. This is evident from a reading of the ruling issued by Mabeya, J. on 21<sup>st</sup> June, 2024, in which the court appears to remind the parties that although the Consent is valid, the parties still had a duty to comply with the court order staying its execution. The ruling at Paragraph 57 reads as follows:

“I find that the consents are valid...the consents shall be adopted with a rider that the same do not exonerate any of the parties from their obligations under the law or any court order in existence against them.”

27. Based on the reasons set out above, and based on the circumstances of the case, in my view the Applicant's claim for substantial interest based on the entire period of delay is disproportionate.

#### **Disposition**



27. For the foregoing reasons, the Court makes the following findings:
- a. The professional undertaking was valid and binding, but its performance was lawfully suspended during the period when court orders stayed implementation of the consent;
  - b. No interest accrued during the period between 16th February 2024 and 21st June 2024;
  - c. Any interest payable is limited strictly to the period of delay, if any, following the lifting of the stay;
  - d. The Applicant's claim for Kshs. 18,744,886.56 is not proved.

### **Orders**

32. Accordingly, the Originating Summons dated 15th August 2024 is hereby determined as follows:
- i. The claim for interest in the sum of Kshs. 18,744,886.56 is declined;
  - ii. For avoidance of doubt, any interest payable shall be limited to the period, if any, between expiry of thirty (30) days from 21st June 2024 and the date of actual payment;
  - iii. Each party shall bear its own costs, given the peculiar circumstances of the case and the role played by subsisting court orders.

**Dated and signed at Nairobi, the 30<sup>th</sup> day of April 2026. Delivered virtually through Microsoft TEAMS.**

**Aleem Visram, FCI Arb**

**JUDGE**

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