



Ram Equity Limited v Mayfair CIB Bank Limited & another (Environment & Land Case E107 of 2023) [2024] KEELC 3517 (KLR) (30 April 2024) (Ruling)

Neutral citation: [2024] KEELC 3517 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE E107 OF 2023
EK WABWOTO, J
APRIL 30, 2024**

BETWEEN

RAM EQUITY LIMITED PLAINTIFF

AND

MAYFAIR CIB BANK LIMITED 1ST RESPONDENT

GARAM INVESTMENT LIMITED 2ND RESPONDENT

RULING

1. This ruling is in respect to the issue of costs and interest following the parties' agreement settling the suit by consent. As well cited by both parties, Section 26 and 27 of the *Civil Procedure Act* as well as normative practise expects that costs follow the event.
2. I find the insights of Justice (Retired) Kuloba in Judicial Hints on Civil Procedure, 2nd Edition on the matter quite useful:

“The words “the event” mean the result of all the proceedings to the litigation. The event is the result of the entire litigation. It is clear however, that the word “event” is to be regarded as a collective noun and is to be read distinctively so that in fact it may mean the “events” of separate issues in an action. Thus the expression “the costs shall follow the event” means that the party who on the whole succeeds in the action gets the general costs of the action, but that, where the action involves separate issues, whether arising under different causes of action or under one cause of action, the costs of any particular issue go to the party who succeeds upon it. An issue in this sense need not go to the whole cause of action, but includes any issue which has a direct and definite event in defeating the claim to judgement in the whole or in part”[see page 99]



3. At page 101 of the same book, it is stated that:-

“The law of costs as it is understood by courts in Kenya, is this, that where a plaintiff comes to enforce a legal right and there has been no misconduct on his part-no omission or neglect, and no vexatious or oppressive conduct is attributed to him, which would induce the court to deprive him of his costs-the court has no discretion and cannot take away the plaintiff's right to costs. If the defendant, however innocently, has infringed a legal right of the plaintiff, the plaintiff is entitled to enforce his legal right and in the absence of any reason such as misconduct, is entitled to the costs of the suit as a matter of course”

4. From my perusal of the pleadings and documentation filed herein, it is undisputed by the parties that the sum of Kshs 8,600,000/- was paid by the Plaintiff as 10% deposit following the auction. It is evidently clear that had the forfeiture been effected, the Plaintiff would have suffered financial loss. It is on this basis that I consider the Plaintiff as a party deserving costs and interests which were pleaded in the plaint.

5. In view of the foregoing, the costs of the suit are awarded to the Plaintiff payable by the 1st and 2nd Defendants together with interest until payment in full.

11. It is so ordered.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 30TH DAY OF APRIL 2024.

E. K. WABWOTO

JUDGE

In the presence of: -

Ms. Maranya for the Plaintiff/Applicant.

Ms. Abobo for the 1st and 2nd Defendants/Respondents.

Court Assistant; Caroline Nafuna.

