



**Mohammed v Principal Secretary, Ministry of Interior & Co-ordination of National Government
(Judicial Review Application E003 of 2024) [2025] KEELRC 1876 (KLR) (27 June 2025) (Ruling)**

Neutral citation: [2025] KEELRC 1876 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KERICHO
JUDICIAL REVIEW APPLICATION E003 OF 2024**

**J RIKA, J
JUNE 27, 2025**

BETWEEN

GEDO ABDULLAHI MOHAMMED APPLICANT

AND

**THE PRINCIPAL SECRETARY, MINISTRY OF INTERIOR & CO-
ORDINATION OF NATIONAL GOVERNMENT RESPONDENT**

RULING

1. Judgment was delivered in favour of the Applicant against the Commissioner of Police and the Attorney-General, in the primary litigation, Kericho E&LRC Cause No. 30 of 2014, on 4th June 2015.
2. The Respondents sought to appeal against the Judgment at the Court of Appeal. The notice of appeal was struck out by the Court of Appeal, in Nakuru Court of Appeal Civil Application No. 154 of 2018, in a ruling dated 29th July 2022.
3. There was an order granted in the E&LRC Judgment dated 4th June 2015, that the Respondents would pay the Applicant a certain amount, with interest at court rates.
4. On 21st February 2023 and 3rd August 2023 respectively, the Court issued a decree and certificate of order against the Government. These documents were served upon the Attorney-General.
5. The Commissioner of Police and the Attorney-General did not pay, and the Applicant sought enforcement against the accounting officer, the Respondent herein, through Judicial Review proceedings.
6. Both the decree and certificate of order, show that the amount awarded to the Applicant was subject to interest at the rate of 14% per annum.
7. The enforcement proceedings resulted in settlement of the principal amount. The Respondent disputes that it is bound to pay interest at 14% per annum.



8. Through an application dated 24th April 2025, supported by the affidavit of the Respondent's Counsel Mitch Ojwang', sworn on 24th April 2025, the Respondent prays the Court to stay further proceedings herein; that the Court reviews and varies the certificate of order against the Government; the Court varies the period of accrual of interest to 6 years and not 8 years applied in the certificate; and the rate is reviewed and varied from 14% per annum, to 12% per annum.
9. The application is opposed through the affidavit of the Applicant's Counsel, Owen Magata, sworn on 5th May 2025.
10. Parties were directed to file and exchange their submissions within 21 days, at the last appearance before the Court, on 29th May 2025.

The Court Finds: -

11. Judgment in the primary litigation was delivered 4th June 2015. It contained an order for interest. The decree dated 4th June 2015, extracted on 21st February 2023, and the certificate of order issued on 3rd August 2023, both state that interest was payable at the rate of 14% per annum.
12. The Respondent did not contest the decree and the certificate of order, at the time they were drawn and extracted, and it is difficult to see what is reviewable at this point.
13. The order for payment of interest in the Judgment, states that, interest would accrue within 30 days from the date of Judgment. The Respondent did not satisfy the decree within 30 days from the date of Judgment.
14. Subsequently, the Respondent failed to satisfy the decree for almost 10 years. It moved to the Court of Appeal, through a notice of appeal dated 4th June 2015. There was no Appeal filed and the notice was struck out on 29th July 2022, with costs to the Applicant.
15. It paid the sum of Kshs. 12,747,369, 10 years after Judgment was delivered. The Applicant demands interest at Kshs. 7,394,478.35. The Respondent states that the Applicant is only entitled to interest in the amount of Kshs. 5,210, 982.09.
16. The Applicant may as well have pursued interest from 30 days after the Judgment, 10 years ago, in 2015, but appears to have based interest on a period of 8 years. The Respondent states it ought to be 6 years, and that even recovery for those 6 years, is time-barred.
17. There is no foundation to the Respondent's belated dispute on the rate of interest of 14% per annum. Judgment was delivered way back in 2015, and if there was dispute on the rate of interest, the Respondent had ample time to seek review even before enforcement was sought through Judicial Review proceedings.
18. It may well have disputed interest on appeal, but opted not to pursue the appeal.
19. The Court does not think that a party who deliberately refuses or ignores to settle a money decree, can invoke the statute of limitation under Section 4[4] of the *Limitation of Actions Act*, and decline to pay interest, on the ground that payment has become time-barred.
20. From 30th May 2024, Counsel for both parties have been appearing before the Court, with the Respondent making assurances, that payment of the decretal sum, was being processed from the treasury. At no point was the Court told that decretal sum as contained in the decree and the certificate of order, excluded interest as shown in these documents.



21. The Respondent's resort to Limitation of Actions Act is a disingenuous attempt, to evade full liability of a Judgment it has long resisted to satisfy. It is an attempt at using the law of limitation as a sword, to shred to pieces a valid Judgment of the Court. The Limitation of Actions Act is intended to be a shield against stale claims. It protects defendants from being vexed on old matters. It promotes finality in legal disputes. It cannot have been intended as a bar in the full enforcement of Judgments.
22. The Applicant has not been sitting still upon obtaining his Judgment. He has been seeking payment. The Respondent took him to the Court of Appeal and failed to file and prosecute its appeal. He moved the Court of Appeal to strike out the notice of appeal. He initiated enforcement proceedings. Why should he be prevented from recovering interest, on account of the Respondent's own delay in satisfying decree?
23. It is ordered: -
 - a. The application dated 24th April 2025 filed by the Respondent is declined.
 - b. Costs to the Applicant.

DATED, SIGNED AND DELIVERED ELECTRONICALLY AT KERICHO THIS 27TH DAY OF JUNE 2025.

JAMES RIKA

JUDGE

