



**Kinyanjui t/a Vivian Kinyanjui Advocates & Commercial Conveyancer
v Mbugua (Employment and Labour Relations Miscellaneous
E050 of 2024) [2025] KEELRC 1979 (KLR) (4 July 2025) (Ruling)**

Neutral citation: [2025] KEELRC 1979 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU
EMPLOYMENT AND LABOUR RELATIONS MISCELLANEOUS E050 OF 2024
AN MWAURE, J
JULY 4, 2025**

BETWEEN

**VIVIAN KINYANJUI T/A VIVIAN KINYANJUI ADVOCATES &
COMMERCIAL CONVEYANCER APPLICANT**

AND

LUCY WAIRIMU MWANGI MBUGUA RESPONDENT

RULING

1. The Applicant herein filed a Notice of Motion dated 30th May 2024 seeking the following orders that:
 1. The Certificate of costs dated 27th May, 2025, be adopted and entered as judgment of this Honourable Court.
 2. A decree is issued in favour of the Applicant for the said sum together with the interest thereon at 14% per annum, 2nd June, 2025, until payment in full.
 3. The Honourable Court do issue such further orders as may be necessary to facilitate the enforcement and execution of the judgment
 4. Costs be provided for.
2. The application is brought under Schedule VI of the Advocates Remuneration Order 2014, the *Advocates Act* Cap 16 Laws of Kenya, section 1A and 3A of the *Civil Procedure Act* Cap 21 of the Laws of Kenya and all other enabling provisions of the law.
3. The application is supported by the Applicant's affidavit, which is undated with several annexures thereto.



4. In the supporting affidavit, the Applicant avers that the Respondent instructed her on 16th November 2022 to file an appeal against the dismissal of Nakuru CM ELRC Cause No. 256 of 2019 and to handle a related unlawful termination claim.
5. The Applicant avers that the appeal was successfully concluded on 7th May 2024. However, the Respondent later appointed P.K. Ndichu & Associates as her advocates, with a Notice of Change served on 1st August 2024.
6. The Applicant avers that no payment was made to her firm despite services rendered, as fees were to be determined after the main suit.
7. The Applicant avers that on 2nd April 2025, the court taxed the Advocate-Client Bill of Costs, and no objection has been filed.
8. The Applicant avers that in *Nganga t/a Nganga & Co Advocates V Mburu & another* [2025] KEHC 151 (KLR), the court held that an unchallenged Certificate of Costs in an undisputed advocate-client relationship should be adopted as judgment. Additionally, in *Amondi & Co Advocates V County Government of Kisumu* [2021] KEELRC 161 (KLR), interest at 14% per annum accrues 30 days post-ruling.
9. The Applicant avers that executing the Certificate of Costs is necessary to avoid substantial financial loss.
10. The Respondent was duly served with the application, as evidenced by an affidavit of service on record, but has not filed any response to contest or oppose it.

Analysis and determination

11. The court has considered the application before it and the issue for determination is whether the application is merited.
12. The Applicant is seeking adoption of the Certificate of Costs dated 27th May 2025 and entered as judgment of this Honourable Court together with the interest thereon at 14% per annum from 2nd June, 2025 until payment in full.
13. Section 51(2) of the *Advocates Act* provides as follows:

“The certificate of the taxing officer by whom any bill has been taxed shall, unless it is set aside or altered by the Court, be final as to the amount of the costs covered thereby, and the Court may make such order in relation thereto as it thinks fit, including, in a case where the retainer is not disputed, an order that judgment be entered for the sum certified to be due with costs.”
14. In *Otieno, Ragot & Company Advocates V Kenya Airports Authority* [2021] KECA 587 (KLR), where the Court of Appeal cited the case of *Lubulellah & Associates Advocates V N. K. Brothers Limited* [2014] eKLR where the court observed that once a taxing officer has assessed costs, issued a Certificate of Costs, and no reference or appeal has been filed, or if one was filed and determined without being set aside or varied, then the court’s only remaining role is to enter judgment. There is no need for the applicant to initiate a separate suit to recover the taxed costs.
15. In *Central Bank of Kenya V Makhecha & Company Advocates* [2019] KECA 338 (KLR) the Court of Appeal observed that once a party and party costs have been taxed and agreed upon, and in the absence of a fee agreement between advocate and client, the advocate is automatically entitled, under Schedule



VIB of the Advocates Remuneration Order, to those costs plus an additional half. This entitlement is straightforward and does not require any discretionary assessment by the taxing officer; it is a purely arithmetic calculation.

16. In this instant case, the Applicant was instructed by the Respondent on 16th November 2022, to file an appeal against the dismissal of Nakuru CM ELRC Cause No. 256 of 2019 and pursue an unlawful termination claim. The appeal was successfully concluded on 7th May 2024 in favour of the Respondent. However, despite the legal services rendered, the Respondent changed advocates on 1st August 2024 and has not paid the Applicant, as fees were to be assessed after the main suit.
17. It is trite law that an advocate is entitled to fees for services rendered, and once a Certificate of Costs is issued and unchallenged, it forms the basis for judgment. Also, clients should not evade payment by simply changing legal representation. Such behaviour from litigants is very wrong and uncouth, as the legal fees are essential for advocates, as they rely on them for their daily livelihood in the Republic of Kenya. The Respondent should have obtained consent from the Applicant to cease acting before appointing another counsel. The Respondents did not pay the fees and have not appealed the taxed bill of costs.
18. Persuaded by the case of Nganga t/a Nganga & Co Advocates -VS- Mburu & Another (2025) eKLR where the court affirmed that once a certificate of costs is unchallenged and the Client/Advocate relationship is undisputed the court adopt the certificate as judgment. I proceed to do so.
19. The Applicant is entitled to their fees and so the application dated 30th May 2025 is granted.
20. Each party will bear their costs but Respondent will pay interest at 14% per annum until full payment.

Orders accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAKURU THIS 4TH DAY OF JULY, 2025.

ANNA NGIBUINI MWAURE

JUDGE

Order

In view of the declaration of measures restricting Court operations due to the COVID-19 pandemic and in light of the directions issued by His Lordship, the Chief Justice on 15th March 2020 and subsequent directions of 21st April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with Order 21 Rule 1 of the Civil Procedure Rules, which requires that all judgments and rulings be pronounced in open Court. In permitting this course, this Court has been guided by Article 159(2)(d) of *the Constitution* which requires the Court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of *the Constitution* and the provisions of Section 1B of the Civil Procedure Act (Chapter 21 of the Laws of Kenya) which impose on this Court the duty of the Court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

A signed copy will be availed to each party upon payment of Court fees.

ANNA NGIBUINI MWAURE

JUDGE

