



**Owiti, Otieno & Ragot Advocates v Great Lakes Hotel Limited (Miscellaneous Cause 48 of 2021) [2022] KEELRC 1354 (KLR) (14 July 2022) (Ruling)**

Neutral citation: [2022] KEELRC 1354 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KISUMU  
MISCELLANEOUS CAUSE 48 OF 2021**

**CN BAARI, J**

**JULY 14, 2022**

**BETWEEN**

**OWITI, OTIENO & RAGOT ADVOCATES ..... APPLICANT**

**AND**

**GREAT LAKES HOTEL LIMITED ..... CLIENT**

**RULING**

1. The ruling herein relates to an application dated 21<sup>st</sup> February, 2022, brought pursuant to the provisions of Section 51(2) of the *Advocates Act* Cap.16 Laws of Kenya, and Rule 7 of the Advocates (Remuneration) Order, 2014. The Applicant seeks orders that the certificate of costs in respect of the taxation order made on 24<sup>th</sup> November, 2021, for the sum of Kenya Shillings Four Hundred and Sixty-Eight Thousand, Five Hundred and Forty-Nine and Seventy Cents (Kshs. 468,549.70/=) be adopted as judgment and decree of this court together with interests at 14% per annum from 4<sup>th</sup> December, 2019, being one month from the date of presentation of Applicants/Advocates Bill to the Respondents/Client, until payment in full.
2. The Applicant further seeks that the Respondent/Client bears the costs of this application.
3. The application is supported by grounds on the face thereof, and an affidavit sworn by one Jael A. Onyango, an Advocate practicing in the Firm of Owiti, Otieno & Ragot Advocates.
4. The application is premised on the grounds that the Applicant was retained by the Respondent/Client to represent her in *Kisumu Elrc Cause No. 198 Of 2017: Stephen Maenya Ogotu v Great Lakes Hotel Limited* and that indeed the Applicant represented the Respondent and that fact is not disputed.
5. The Applicant avers that the Advocates/Applicant's costs in the matter were taxed on 24<sup>th</sup> November, 2021, at Kenya Shillings Four Hundred and Sixty-Eight Thousand, Five Hundred and Forty-Nine and Seventy Cents (Kshs. 468,549.70/-) and a certificate of costs issued.



6. The Applicant avers that the Certificate of costs is neither opposed nor has it been set a side by the court by way of review, nor is there any reference filed on the taxation.
7. The Applicant further avers that the Client/Respondent has neither settled the sum of Kshs. 468,459.70/- nor paid any interest accrued thereon. The Applicant states that she is entitled to the interest accrued on the amount of the costs from 4<sup>th</sup> December, 2019, being 30 days from the date of presentation of its Bill to the Respondent until payment in full in accordance with Rule 7 of the Advocates (Remuneration) Order.

### **Determination**

8. I have appraised the application herein, the grounds and affidavit in support thereof. I note that the Respondent/Client has not opposed the application despite service.
9. The Applicant's prayer is that the certificate of costs in respect of the taxation order made on 24<sup>th</sup> November, 2021, be adopted as judgment and decree of this court, together with interests at 14% per annum from 4<sup>th</sup> December, 2019, until payment in full.
10. The basis of the prayer herein, is that the Applicant is entitled to the costs and disbursements in the certificate of costs from the date of judgment till payment in full in accordance with Rule 7 of the Advocates Remuneration Order.
11. Section 51(2) of the *Advocates Act* empowers this court to enter judgment in favour of an advocate on taxed costs, except where a certificate of costs has been varied or set aside or where there is a dispute as to retainer. In the case of Lubulellah & Associates vs N.K. Brothers Limited (2014) eKLR the court observed that:

“The law is very clear that once a taxing master has taxed the costs, issued a certificate of costs and there is no refence against his ruling or there has been a ruling and determination made and not set aside and/or altered, no other action would be required from the court save to enter judgment. An applicant is not required to file suit for recovery of costs.”
12. It is evident that the Certificate of Costs dated 29<sup>th</sup> November, 2021 has not been set aside nor altered, and hence the same is final as to the amount of costs covered therein. (See D Njogu & Company Advocates V Kenya National Capital Corporation [2006] eKLR)
13. Accordingly, the court finds that the Applicant is entitled to the judgment as provided for under Section 51(2) of the *Advocates Act* and is hereby granted in the sum of Kshs. 468,549.70/-
14. On the issue of interest, Rule 7 of the Advocates Remuneration Order provides for interest at 14% per annum and which is payable from the 30<sup>th</sup> day after the day the Bill of costs was delivered to the Respondent.
15. No evidence has been tendered in the form of an affidavit of service as prove of the date when the Bill was served upon the Respondent. The evidence on record is only in relation to the Advocate/Client Bill of costs that was served upon the Respondents on 16<sup>th</sup> July, 2021 and notice of hearing of the instant application. Consequently, I allow interest at 14% per annum from the date of taxation.
16. In whole, the Certificate of costs issued on the 29<sup>th</sup> November, 2021, is hereby adopted as a Judgment and Decree of this court, and Interest at 14% per Annum with effect from 24<sup>th</sup> November. 2021.
17. I make no orders as to costs.



18. Orders accordingly.

**SIGNED, DATED AND DELIVERED BY VIDEO-LINK AND IN COURT AT KISUMU THIS  
14TH DAY OF JULY, 2022.**

**CHRISTINE N. BAARI**

**JUDGE**

**Appearance:**

N/A for the Petitioner

N/A for the Respondent

Ms. Christine Omollo - Court Assistant

