



**CHARTERED INSTITUTE OF ARBITRATORS KENYA BRANCH LIMITED
SUMMARY CASE LAW**

**MISC. CIVIL APPLICATION NO. E 287 OF 2019
SIMON SAILI MALONZA V GASPRA INTERNATIONAL LIMITED**

FACTS

The claim in the application filed was for orders; That the Claimant/Respondent pays the Arbitrator, Hon. Simon Saili Malonza his fees and expenses amounting to Kshs.190,820/= in respect of services rendered under the Arbitrator's Terms of Engagement executed between the Claimant and the Arbitrator; In the alternative, the Court to determine the Arbitrator's fees/expenses for services rendered under the terms of engagement; The Claimant/Respondent bear costs of the summons and; The Court make further orders as it may deem fair and just. The suit came up for hearing on 10th March, 2020 and for ruling on 11th June, 2020 before Hon. Lady Justice Wilfrida A. Okwany.

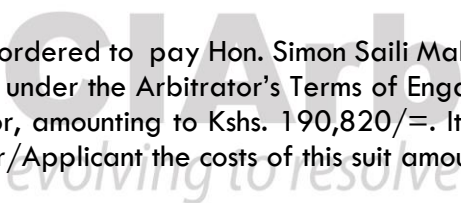
ISSUE FOR DETERMINATION

Whether the orders prayed for in the application should be granted?

RULE OF LAW

The Arbitration Act 1995, Section 16A (1)B

ORDER

The Claimant/Respondent was ordered to pay Hon. Simon Saili Malonza his fees and expenses in respect of services rendered under the Arbitrator's Terms of Engagement executed between the Claimant and the Arbitrator, amounting to Kshs. 190,820/=. It was also ordered that the Respondent pays the Arbitrator/Applicant the costs of this suit amounting to Kshs.54,655/=. 

RATIONALE

In ascertaining the costs payable pursuant to the decree of the Court dated 11th June, 2020, the same was ascertained and certified to the extent of the total amount specified in Schedule VI of the Remuneration of Advocates Order 2014. 