

**HCCOMMARB/E002/2022; BRIDGE THE GAP LIMITED VS CADILA GROUP  
LIMITED**

- Applicant – Bridge The Gap Limited
- Respondent – Cadila Group Limited
- Judge(s) – D.S. Majanja
- Date of delivery of the Ruling: 14<sup>th</sup> February 2022
- Court: High Court of Kenya at Nairobi City

**SUMMARY OF FACTS**

The Applicant filed an application under Section 37 of the Arbitration Act that sought to enforce an arbitral award. The Respondent failed to file any application seeking to set aside the arbitral award within the prescribed timelines. Consequently, the time prescribed for setting aside an arbitral award lapsed.

**ISSUES**

Whether the award ought to be recognized and enforced as a judgment of the court?

**ANALYSIS/DETERMINATION**

The Judge was of the view that the Applicant complied with all the formal requirements for recognition and enforcement of the arbitral award.

**RULING/HOLDING**

The court allowed the Applicant's application and ordered that the arbitral award be recognized as a judgment of the court. The Applicant was given leave to enforce the arbitral award.

**RATIONALE**

The Judge allowed the Application as the Respondent did not claim any ground to set aside the arbitral award.

**CASE RELEVANCE**

- Section 37 of the Arbitration Act sets out the grounds for refusal of recognition or enforcement of an arbitral award.