REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NAIROBI CITY

COURT NAME: MILIMANI LAW COURTS

CASE NUMBER: HCCOMMARB/E003/2021

CITATION: MATCH ELECTRICALS COMPANY LIMITED VS LUBULELLAH & ASSOCIATES, ADVOCATES AND LIBYAN ARAB AFRICAN INVESTMENTS COMPANY LIMITED

RULING

Introduction and Background

1. This decision concerns two consolidated applications concerning a ruling dated 8th October 2020 ("the Award") published by Anthony Milimu Lubulellah ("the Arbitrator"). Before I deal with the substance of the applications, it would be appropriate to set out the facts which are common cause. Although served, the Arbitrator did not participate in these proceedings. For ease of reference, I shall refer to the 1st Respondent as the Respondent.

2. On 19th December 2012, Laico Regency Hotel Nairobi, Kenya (LAICO) entered into a contract with the Applicant for the facelift of Laico Regency Hotel in Nairobi ("the Contract"). A dispute arose between the parties which was subsequently referred to arbitration. In the course of the proceedings before the Arbitrator, the Respondent raised a preliminary objection by contending that it was not a signatory to the Contract hence the claim against it could not be sustained and that the Arbitrator did not have jurisdiction.

3. The Arbitrator heard arguments on the objection and delivered the Award in which he held, in part, as follows:

72.The upshot of the above is that Libyan Arab African Investments Company Ltd was not a party to the contract for the facelift of Laico Regency Hotel- Nairobi, Kenya between Laico Regency Hotel- Nairobi (Laico) and Match Electricals Ltd. Consequently, Libyan Arab African Investments Company Ltd was not a signatory or a party to the Arbitration Agreement contained in paragraph 45 of the said contract.

73. I have, therefore, come to the determination that I do not have jurisdiction to hear and determine the dispute between Match Electricals Ltd and Libyan Arab African Investments Company Ltd. I, therefore, uphold the Respondent's Preliminary Objection dated 14th September 2020.

74. The jurisdiction of an Arbitrator on issues of costs is not the same as that of a Judge although the principles applicable are similar. Arbitration is a Party driven process. The parties are free to agree what costs and expenses of the arbitration are recoverable under Section 32B (1) of the Arbitration Act 1995. The parties have not so agreed under Section 32B (1) of the Arbitration Act 1995, what arbitration costs and expenses are recoverable. In these circumstances I have discretion under Section 32(B) of the Arbitration Act 1995 to award costs on such basis as I think fit. However, as such discretion may not be arbitrary, I am guided by the legal principle that costs follow the event. I do not deviate from this principle and determine and decide that Claimant shall bear the costs of the Arbitration and my decision

thereon is FINAL
75. I further order that the costs of the arbitration shall be borne by the Claimant and paid to the Respondent who is the successful party, as I see nothing that can cause me to deviate from the rule that costs follow the event. My decision hereon is FINAL.
76. Applying my discretion under Section 32(B) of the Arbitration Act 1995, and considering the current Advocates Remuneration Order as a guide, I assess the Costs payable to the Respondent by the Claimant as Kshs. 3,626,912.90 to be paid within the next Thirty (30) days. Failing payment such Costs shall accrue interest at Court rates from the date of this Ruling. [Emphasis mine]

4. Following the Award, the Applicant filed the Chamber Summons dated 5th February 2021 made, inter alia, section 35(2)(b)(ii) of the Arbitration Act ("the Act"), Rules 3(2), 4(1) and (2), 7 and 10(2) of the Arbitration Rules, 1997 ("the Rules") primarily seeking to set aside part of the Award in respect of costs amounting to KES. 3,626,912.90. It also seeks an order directing the Deputy Registrar of the Court to tax the proper costs payable to the Arbitrator in accordance with the provisions of the Rules, Schedule 6 of the Advocates Remuneration Order, 2014 ("the Order") and other applicable law.

5. The application is supported by the grounds set out in the face of the application together the supporting affidavit of Christopher Maina Theuri, the Applicant's Managing Director sworn on 5th February 2021. It is opposed by the Respondent through the replying affidavit of Jamal Ahmed, its Manager, sworn on 23rd February 2021 together with the Preliminary Objection of even date.

6. The Respondent filed the Chamber Summons dated 18th December 2020 seeking recognition of and leave to enforce the Award under section 36 of the Act. The application is supported by the affidavit of Purity Njoroge, its Finance Manager, sworn on 18th December 2020. It is opposed by the Applicant through the replying and further affidavits of its Managing Director, Christopher Maina Theuri, sworn on 12th February 2021 and 22nd March 2021 respectively. The Applicant also filed a Notice of Preliminary Objection dated 3rd March 2021.

7. The parties agreed to canvass the applications through written submissions.

The Applicant's Case
8. The thrust of the Applicant's application is that the award of KES. 3,626,912.90 as costs is manifestly excessive, unfair, unjustifiable and punitive in the circumstances and contrary to the provisions of the Act, Rules and the Order and the general law and principles on the award of costs. The Applicant submits that the Arbitrator failed to exercise his discretion judicially by considering the applicable laws and rules guiding the assessment of costs and its impact on Public Policy of the Republic of Kenya. It contends that the Arbitrator failed to comply with the provisions of Rule 10 of the Rules which clearly states that, *"all the fees for any proceedings under the Act shall be calculated in accordance with the scale of fees applicable to the High Court"*. The Applicant thus submits that the Arbitrator was wrong to suggest that he had the discretion to award costs as "he thought fit" yet the costs were to be determined in line with the Order applicable to proceedings in the High Court.

9. The Applicant explains that when it received the Award, it wrote to the Arbitrator on 7th January 2021 in accordance with the provisions of section 34(1)(b) of the Act requiring him to provide it with reasons upon which the award on costs was based. The Arbitrator responded on 12th January 2021 informing it he was functus officio and could not hear or entertain additional aspects of the arbitration, that he had no jurisdiction to review his own determination and that parties had signed a Fee Agreement. The Applicant contends that this response was unmerited as section 34 of the Act gives the Arbitrator jurisdiction to explain his decision and his failure to do so is suspect and as he failed to give the formula he used at arriving at the award of costs.

10. The Applicant avers that though the Award was issued to its advocates on 8th October 2020, it was only communicated to it by a letter dated 18th December 2020 which is the operative date when the

Applicant is deemed to have received the Award.

11. The Applicant submits that the award of costs was unreasonable, punitive, excessive and unreasonable and contrary to public policy to the extent that it bars a party from accessing justice. In this respect, the Applicant cites several decisions to support it contention that the award of costs is contrary to public policy; **Christ for all Nations v Apollo Insurance Co. Limited [2002] EA 366** and **Kenya Shell Limited v Kobil Petroleum Limited NRB CA Civil Appl. No. 57 of 2006 [2006] eKLR**.

12. As regards the quantum of costs, the Applicant states that its claim before the Arbitrator was for USD 801,133.00 thus taking into consideration Rule 10(2) of the Rules, it contends that the costs assessed under Schedule 6 of the Order applicable to proceedings in the High Court is a maximum sum of KES. 1,058,741.31. The Applicant submits that the Arbitrator failed to appreciate that the arbitration proceedings were terminated at the preliminary stage hence the costs payable should have taken into account the minimal activities and attendances involved in the matter. The Applicant cites several decisions among them **Republic v Public Procurement and Administrative Review Board and 2 Others ex. p Sanitam Services (EA) Limited [2015] eKLR**, **Premchand Raichand Limited and Another v Quarry Services of East Africa Limited [1972] EA 162**, **Seth Ambusini Panyako v Independent Electoral and Boundaries Commission and 2 Others KKG EP No. 14 of 2017 [2020] eKLR**, to argue that the costs should not be allowed to rise to such a level that they are hindrance to access to the court, that the object of costs is to ensure that a party is fairly reimbursed for costs incurred and that the costs awarded must be reasonable in the circumstances.

13. The Applicant maintains that this is a proper case for partial setting aside of the Award. It states that it is ready and willing to pay the costs ordered once the same is assessed in accordance with the Rules, Schedule 6 of the Order and the relevant law.

The Respondent's Case

14. The Respondent's preliminary objection is that the Applicant's application is time barred as it is filed 3 months after delivery of the award contrary to section 35(3) of the Act and that it offends the provisions of section 32A of the Act. It also states that application is an abuse of court process having been filed after the Respondent's application seeking adoption of the Award.

15. The Respondent states that by the letter dated 8th October 2020, the Arbitrator informed the parties that the Award was ready for collection upon payment of his fees and that after payment, the Award was received by the parties on 13th October 2020. It explains that the Applicant's excuse that it only received the Award on 18th December 2020 is false, an afterthought and an attempt to enlarge time. The Respondent cites several cases to support its position that the application to set aside the Award is time barred; **Mercantile Life and General Assurance Company Limited & Another v Dilip M. Shah & 3 Others HC COMM No. 550 of 2006 [2020] eKLR** and **University of Nairobi v Multiscope Consultancy Engineers Limited ML HC Misc Cause No. 083 of 2019 (2020) eKLR**.

16. The Respondent contends that the Arbitrator was right to dismiss the Applicant's request for reasons for his decision and was correct to find that he was functus officio after the lapse of 30 days from the date he rendered his final determination in consonance with section 34(1) of the Act. The Respondent adds that the Applicant did not lodge a proper request under section 34 of the Act, and as such cannot make the claim that time started running after the Arbitrator declared himself functus officio. The Respondent submits that under section 35(3) of the Act, the Applicant ought to have filed the application to set aside the Award within 3 months of receipt of the Award and that in this case, the period allowed for filing such an application expired, for the reason that the Award was received on 13th October 2020.

17. The Respondent further avers that while section 32B of the Act gives the arbitral tribunal powers to make a determination on costs and expenses, it does not provide that determination of costs is to be made in accordance with the Order. It adds that in any case, the parties agreed that the Arbitrator shall

make an award on costs. The Respondent maintains that there has to be a finality to arbitration and as the application is time barred under section 34(1) and 35(3) of the Act, the application ought to be struck out with costs.

Analysis and Determination
18. I have considered the application, depositions together with the submissions and authorities cited by the parties and I find the following issues fall for determination:
a) Whether the application is time barred under section 35(3) of the Act.
b) Whether part of the Award relating to costs of KES. 3,626,912.90 ought to be set aside.
c) Whether the court should recognise and enforce the Award.

Whether the application is time barred
19. It is not in dispute that an application to set aside an arbitral award may not be made after 3 months have elapsed from the date on which the party making that application had received the arbitral award. This is provided for in section 35(3) of the Act which states as follows:
35(3) An application for setting aside the arbitral award may not be made after 3 months have elapsed from the date on which the party making that application had received the arbitral award, or if a request had been made under section 34 from the date on which that request had been disposed of by the arbitral award. [Emphasis mine]

20. The time limit in which such an application has to be made have be reiterated from time to time. In **Ann Mumbi Hinga v Victoria Njoki Gathara NRB CA Civil Appeal No. 8 of 2009 [2009] eKLR**, the Court of Appeal was categorical that, *"Section 35 of the Arbitration Act bars any challenge even for a valid reason after 3 months from the date of delivery of the award"* (see also **Ezra Odondi Opar v Insurance Company of East Africa Limited KSC CA Civil Appeal No. 98 of 2016 [2020] eKLR**).

21. The Applicant stated that though the Award was issued to its advocates on the 8th October 2020, it was only communicated to the advocates by a letter dated 18th December 2020 which is the operative date when the Applicant is deemed to have received the Award.

22. On its part, the Respondent stated that the Arbitrator, in a letter dated 8th October 2020, informed the parties that the Award was ready for collection upon payment of his fees and that after payment, the Award was received by the parties on 13th October 2020. The Respondent submits that the 90 days within which a party can challenge an arbitral award started running from 8th October 2020 when parties' advocates were notified that the award was ready for collection.

23. From the undisputed evidence, the Arbitrator wrote to the parties that the Award was ready on 8th October 2020. The Applicant's advocates, Nyamweya Mamboleo Advocates, responded by email 9th October 2020 calling on the Arbitrator to furnish the Time Sheet for his fees. The Arbitrator wrote back to the parties by the letter dated 9th October 2020 forwarding the Time Sheet. Both parties forwarded their fees on 13th October 2020 whereupon the Arbitrator released the Award by the letter of the same date.

24. What then is the legal position regarding the time for filing the application to set aside the award under section 35 of the Act? Without belaboring the point, this issue has been dealt with in a number of decisions. In **Mercantile Life and General Assurance Company Limited & Another v Dilip M. Shah & 3 Other (Supra)** I concurred with the decisions of the court in **Transworld Safaris Limited v Eagle Aviation Limited and 3 Others H.C Misc. Application No. 238 of 2003 (UR)**, **Mahican Investments Limited and 3 Others v Giovanni Gaida and 80 Others [2005] eKLR** and **Mahinder Singh Channa vs. Nelson Muguku & Another ML HC Misc. Application No. 108 of 2006 [2007] eKLR** where it was held that "received" for purposes of the Act means notification of the award irrespective of the date the award was actually or physically received by the parties or delivered by the Arbitrator.

25. The courts have adopted this position in light on the general object of speedy resolution of disputes and finality of the arbitral award under the UNCITRAL Model Law on International Commercial Arbitration. In **University of Nairobi v Multiscope Consultancy Engineers Limited (Supra),** the court held that when the arbitral tribunal notifies parties that a signed copy of the award is ready for collection then, the date of notification is deemed to be the date of delivery and receipt of the award because it is on that date that the tribunal makes the signed copy available for collection by the parties. In that regard, delivery merely means that it is the power of the parties to collect the award. The courts have held that it would be intolerable and indeed undermine the object of the Act, if the collection of the Award was left in the power of one or more parties who failed to collect the award for non-payment of the arbitrator's fee.

26. The Applicant does not dispute that its Advocates were notified of the Award on 8th October 2020 and therefore, time begun to run from this date meaning that the Applicant ought to have filed the application to set aside latest by about 9th January 2021. The application to set aside the award, having been filed on 5th February 2021, is time barred and is accordingly struck out.

Whether the Award should be enforced

27. Under section 32(A) of the Act, an arbitral award is final and binding upon the parties and no recourse is available against the award otherwise than in the manner provided by the Act. The High Court, under section 36 of the Act, has the power to recognise and enforce domestic arbitral award in the following terms:

36 (1) A domestic arbitral award, shall be recognized as binding and, upon application in writing to the High Court, shall be enforced subject to this section and section 37

(2) …

(3) Unless the High Court otherwise orders, the party relying on an arbitral award or applying for its enforcement must furnish

(a) the original arbitral award or a duly certified copy of it; and

(b) the original arbitration agreement or a duly certified copy of it.

(4) ……

(5) ……

28. From it depositions and submissions, the Applicant has opposed the application for recognition and enforcement on two grounds. First, that the deponent of the Respondent's affidavit, Purity Njoroge, who describes herself as the Finance Manager, cannot purport to act on behalf of a legal entity that does not exist and that she is not competent to so act as she is not duly authorised. Second, that the Award is contrary to public policy as the costs awarded are excessive and contrary to the Order.

29. As regards the first ground, the Applicant cited **Peeraj General Trading and Contracting Company Limited and Others v Mumias Sugar Company Limited ML HCCC No. 192 of 2015 [2016] eKLR**, to submit that only a person with express authority of the Company can institute proceedings on behalf of a company. It submits that the affidavit of Purity Njoroge seems to suggest that she does not have authority act behalf of LIBYAN ARAB AFRICA INVESTMENTS COMPANY LIMITED which is non-existent entity.

30. In response to the preliminary objection, the Respondent filed an affidavit of Jamal Ahmed sworn on 16th March 2021 in which he deponed that the correct name of the Respondent is LIBYAN ARAB AFRICAN INVESTMENTS COMPANY KENYA LIMITED as evidenced by the certificate of incorporation hence the averments and references in the matter to LIBYAN ARAB AFRICA INVESTMENTS COMPANY LIMITED were made in error and is a misdesription. The Respondent submits that the court has jurisdiction to correct errors at any time. It points out that it is the Applicant which misdescribed the Respondent in its application before the court and the Arbitral Tribunal hence it cannot criticize the Respondent for correcting the error occasioned by such misdescription.

31. In response, the Applicant urges the court to find that the Respondent does not exist. It submits that the issue of existence of the proper company cannot be brought by way of a further affidavit without an application for amendment being made and that therefore, the Respondent lacks the standing to enforce the award which is not in its favour.

32. I am inclined to hold that the reference to LIBYA ARAB AFRICA INVESTMENTS LIMITED instead of LIBYAN ARAB AFRICAN INVESTMENTS COMPANY KENYA LIMITED is a mistake which can be corrected as it does not go to the substance of the matter. The reason I say this is that the claim and the subsequent Award which the Applicant now seeks to impugn was between it and LIBYAN ARAB AFRICAN INVESTMENTS COMPANY LIMITED. If its case was this was a non-existent company, why file the claim before the Arbitral tribunal and then the application to set aside the award in favour of a non-existent company? Why would it state that it was willing to pay any sum found due assessed in accordance with the Order, if its position is that the Respondent is a non-existent Company?

33. In my view, I hold that the reference to LIBYAN ARAB AFRICA INVESTMENTS COMPANY LIMITED is a misdecription. There is no doubt that an entity that is not a juristic person cannot maintain a suit but this is a case of misdescription. In **Fubeco China Fushun v Naiposha Company Limited and 11 Others ML HCCC No. 222 of 2012 [2014] eKLR**, Gikonyo J., expressed the view that I agree with as follows:
The use of FUBECO CHINA FUSHUN as the Plaintiff, at worst, is a misdescription of the party, that is, China Fushun No. 1 Building Engineering Company Limited. Such misdescription of the Plaintiff is not fatal to the proceedings and does not defeat a party's cause of action. In taking this decision, the Court is guided by the constitutional desire to serve justice which is the very reason why courts have been given unfettered discretion in ordering an amendment in such case in order to reflect and have the correct parties before the Court. Under that power, the Court would still allow the amendment to correct the misdescription. I so order for the avoidance of doubt. I hold and find that this is not a case of non-existent or faceless entity that would invariably be incapable of suing or being sued. It is a case of pure misdescription of a party and is governed by the same law on misdescription of parties in a contract.

34. I find and hold that both parties are aware that the proper party is LIBYAN ARAB AFRICAN INVESTMENTS COMPANY KENYA LIMITED. I reject the Applicant's objection and now exercise this court's powers to amend the proceedings as I am satisfied that neither party is prejudiced.

35. Purity Njoroge is a person who works for the Respondent. She has knowledge of the matters in issue. As to whether Purity Njoroge is authorised to depone the affidavit on behalf of the Respondent, I would only cite the Court of Appeal's decision in **Makupa Transit Shade Limited and Another v Kenya Ports Authority and Another MSA CA Civil Appeal 44 of 2014 [2015] eKLR** where the court observed as follows:
In our view, the Authority, as with other corporate bodies, has its affidavits deponed on its behalf by persons with knowledge of the issues at hand who have been so authorised by it. It was therefore sufficient for the deponents to state that "they were duly authorised." It was then upto the appellants to demonstrate by evidence that they were not so authorised.

36. Turning to the second ground of objection to enforcement, the Applicant states that the Award is against public policy contrary to section 37(1)(b) of the Act which states as follows;
37(1) The recognition or enforcement of an arbitral award, irrespective of the state in which it was made, may be refused only—
(a) ----------
(b) if the High Court finds that—
(i) the subject-matter of the dispute is not capable of settlement by arbitration under the law of Kenya; or
(ii) the recognition or enforcement of the arbitral award would be contrary to the public policy of Kenya.
[Emphasis mine]

37. The Applicant's case revolves around the manner in which the Arbitrator assessed the parties' costs. It seeks an order that the award of costs be set aside and proper assessment be carried out. It must be recalled that the determination of costs, unless otherwise agreed by the parties, is within the jurisdiction of the Arbitrator. Section 32B(1) of the Act provides as follows:
32(B)(1) Unless otherwise agreed by the parties, the costs and expenses of an arbitration, being the legal and other expenses of the parties, the fees and expenses of the arbitral tribunal and any other expenses related to the arbitration, shall be as determined and apportioned by the arbitral tribunal in its award under this section, or any additional award under section 34 (5). [Emphasis mine]

38. The aforesaid provision has been the subject of judicial consideration. In **Golden Homes (Management) Limited v Mohammed Fakruddinn Abdullai & another; Golden Homes Limited (Interested Party) HC ML MISC. CASE NO. 215 OF 2016 [2019] eKLR**, the court held that it has no jurisdiction to descend into the arena of apportionment of costs, by virtue of the fact that the Arbitral tribunal had already determined who is liable to pay. Likewise, in Transworld Safaris Limited v Eagle Aviation Limited & 3 Others ML HC MISC. CASE NO. 238 OF 2003 [2012] eKLR, the court affirmed that section 32B of the Arbitration Act vests the arbitral tribunal with the exclusive jurisdiction to determine its costs and expenses.

39. Since section 32B of the Act governs the issue of costs, the logical conclusion is this court cannot sustain the Applicant's reliance on Rule 10(2) of the Rules as a basis for impugning the award. The Arbitrator's jurisdiction to assess costs is not tied in any manner to Rule 10(2) and or to the Order. Rule 10(2) governs, *"All fees for any proceedings under the Act ….."* This refers to the applications filed in court under the provisions of the Act and not to the Arbitral proceedings themselves. For example, the costs awarded in an application to set aside an award or for appointment of an arbitrator or for any other application made under any provisions of the Act in court are governed by the provisions of the Order.

40. Has the Applicant made out a case for setting aside the Award on the ground that it is contrary to public policy? In **Christ for all Nations v Apollo Insurance Co. Ltd (Supra),** which was cited with approval by the Court of Appeal in **Kenya Shell Limited v Kobil Petroleum Limited (Supra),** Ringera, J., elucidated the meaning of public policy under section 35 of the Act as follows:
An award could be set aside under section 35(2) (b) (ii) of the Arbitration Act as being inconsistent with the public policy of Kenya if it is shown that it was either (a) inconsistent with the Constitution or to other laws of Kenya, whether written or unwritten or (b) Inimical to the national interest of Kenya or (c) contrary to justice or morality.

41. I agree with the submission by the counsel for the Respondent that assessment of costs is a determination based on the examination of material on record and that the Arbitral tribunal is vested with jurisdiction to reach a decision based on material before it hence the court cannot interfere merely because the ultimate decision is wrong. As Tuiyott J., held in **Mahan Limited v Villa Care ML HC Misc. Civil App. No. 216 of 2018 [2019] eKLR**:
[9] It may well be that the conclusion reached by the Arbitrator is not sustainable in law yet by clause 13.2 (Dispute Resolution and Arbitration Clause) the parties made a covenant to each another that the decision of the Arbitrator would be final and binding on them .It must have been within the contemplation of the parties that the Arbitrator may sometimes get it wrong but they happy to bind themselves to the risks involved in a final and binding clause and to live with the outcome absent the grounds in Section 35 of the Act.

42. A similar argument was made in **VV and Another v VW [2008] SGHC 11** where the plaintiff attacked the award on the basis that it was conflict with the public policy of Singapore in that it awarded the defendant a quantum of costs that was wholly disproportionate to the amount at stake in the arbitration. The High Court of Singapore came to the conclusion that it was not part of the public policy of Singapore to ensure that the costs incurred by parties to private litigation outside the court system, e.g., arbitration whether the same is domestic or international, are assessed on the basis of any

particular principle including the proportionality principle. The court observed that even though arbitrators should at least follow established legal principles when assessing costs payable by one party to another, Singapore legislation did not provide the court with authority to ensure that costs in arbitration had to adhere to any particular principle. Hence even an unreasonable costs award, could hardly be considered to be one which violates public policy and could not be set aside on that ground only.

43. In this case, the Arbitrator exercising his jurisdiction stated that it took into account the provisions of Order and came to the conclusion that the Respondent was entitled to KES. 3,626,912.90. Even taking a broad view of public policy, I find and hold that the Applicant has not established that the Award can be assailed on that ground.

44. On the issue of recognition and enforcement, I find and hold that the Respondent has met all the pre-conditions for enforcement of an award. The Agreement subject of the arbitral proceedings and the Award are not dispute. I have struck out the Applicant's application to set aside the Award under section 35 of the Act and also dismissed the grounds raised by the Applicant to resist the Award. Consequently, the Respondent's application to recognise and enforce the Award is allowed.

Conclusion and Disposition
45. For the reasons set above, I now make the following orders:
(a) The proceedings herein are amended to read LIBYAN ARAB AFRICAN INVESTMENTS COMPANY KENYA LIMITED instead of LIBYAN ARAB AFRICA INVESTMENTS COMPANY LIMITED as the 1st Respondent.
(b) The application dated 5th February 2021 in HC COMM. ARB No. E003 of 2021 be and is hereby struck out.
(c) The application dated 18th December 2020 in HC MISC. No. E017 of 2021 be and is hereby allowed on terms that the Award dated 8th October 2020 published by Anthony Milimu Lubulellah be and is hereby recognised and adopted as a judgment of this court and leave is granted to the 1st Respondent to enforce it as a decree of this court.
(d) The Applicant shall bear the costs of both applications.

SIGNED AT NAIROBI

D. S. MAJANJA
JUDGE

DATED and DELIVERED at NAIROBI this 21ST day of MAY 2021.

JOHN M. MATIVO
JUDGE

SIGNED BY: HON. MR. JUSTICE D. S. MAJANJA

THE JUDICIARY OF KENYA.
MILIMANI HIGH COURT
HIGH COURT COMMERCIAL AND TAX
DATE: 2021-05-21 08:05:45+03