

**HCCOMMARB/E016/2021; PHOEBE NJOKI MUNGAI VS DIAMOND PROPERTY  
MERCHANTS LIMITED**

- Applicant – Phoebe Njoki Mungai
- Respondent – Diamond Property Merchants Limited
- Judge(s) – D.S. Majanja
- Date of delivery of the Ruling: 6<sup>th</sup> July 2021
- Court: High Court of Kenya at Nairobi City

**SUMMARY OF FACTS**

The Applicant filed an Application seeking to enforce an arbitral award under Section 36 of the Arbitration Act. The Respondent did not oppose the Application and the time limited for filing an application to set aside under Section 35 of the Arbitration Act had since elapsed without an Application being made by the Respondent.

**ISSUES**

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

**ANALYSIS/DETERMINATION**

The court found that no ground had been substantiated to justify the setting aside of the arbitral award.

**RULING/HOLDING**

The arbitral award was recognized as a judgment of the court and the Applicant was granted leave to execute the same as a decree of the court.

**RATIONALE**

The grounds for setting aside an arbitral award are prescribed by Section 35 of the Arbitration Act only. A party seeking to set aside an award must adhere to the strict timelines set out in Section 35 of the Act.

**CASE RELEVANCE**

- Section 35 of the Arbitration Act sets out the grounds for setting aside an arbitral award. It also sets out the timelines for filing an application to set aside an arbitral award.