Consolidated Bank of Kenya v Waso Trust Land Project (Civil Appeal E006 of 2024) [2026] KEHC 264 (KLR) (Civ) (22 January 2026) (Ruling)

Neutral citation: [2026] KEHC 264 (KLR)

REPUBLIC OF KENYA

IN THE HIGH COURT AT ISIOLO

CIVIL

CIVIL APPEAL E006 OF 2024

SC CHIRCHIR, J

JANUARY 22, 2026

BETWEEN

CONSOLIDATED BANK OF KENYA ..... APPELLANT

AND

WASO TRUST LAND PROJECT ..... RESPONDENT

RULING

1. What is coming up for determination is the Applicants' Notice of Motion dated 31/07/2025. It seeks orders as follows: -
    a. (spent)
    b. That this Honourable Court be pleased to review and/or rectify Order No. (b) at paragraph 20 of the impugned judgment to read:- "The sum of Kshs. 5, 344,764.60 will attract interest at Court rates from 16/12/2021 till 22/03/2023 when the Applicant's account was re-opened".
    c. That the cost of this Application be provided for.
2. The application is not opposed.
3. On 17th July 2025, this Court delivered judgment on the following terms: -
    a. The Judgment of the trial court is hereby varied to the extent that the order on interest at 14% per annum, is hereby set aside
    b. The sum of Kshs 5,344,764.60 will attract interest at Court rates from the date of judgment in the lower court until the Account is re-opened.
    c. Each party to bear its own costs.

4. However in paragraphs 18 and 19, of the judgment, the Court had expressed itself as follows:-

> " 18. However there is evidence to show that in December 2021 , the NGO- Co-ordination Board advised the Appellant about the bonafide members of the Respondent's Board. I take judicial Notice, of the fact that by Law, the NGO- Co-ordination Board is the Registering body of all Non- governmental organizations (NGOs) in Kenya. Thus, if one wanted to know if an NGO is registered or its members of the Board, one would have to carry out a search at the NGO Board. There was no valid reason therefore as to why the Appellant did not use the advice from the NGO Co-ordination Board, communicated through the letter dated 16/12/2021, to reopen the account with the signatories being the Board members stated therein".
>
> And
>
> " 19. Consequently, the loss and inconvenience that the respondent suffered from December 2021 is due to the fault of the Appellant. For that reason, the respondent was entitled to interest, albeit not at the unsupported rate of 14%."

5. Consequently, it is evident from paragraph 19 that this court had arrived at a finding that the Appellant was entitled to some interest from December 2021, and that finding therefore should have been reflected in order (b) of Paragraph 20.

6. I agree with the Applicant therefore that there was an error on the face of the record. The Application is therefore merited.

7. Further the Applicant has stated, which fact was not disclosed during the hearing of the Appeal, that the Account had since been opened. Under paragraph 4 of the supporting Affidavit to the present Application, it is now disclosed that the Account was opened on 22.03.2023. Interest will therefore accrue until 22.03.2023.

8. In view of the aforegoing, Paragraph 20 (b) of the Judgment delivered on 17/7/2025 by this court is hereby varied to read as follows: The sum of Kshs. 5,344,764.60 will attract interest at Court rates for the period between 16/12/2021, and 22/3/2023.

9. The Applicant to meet its own costs.

DATED, SIGNED AND DELIVERED AT ISIOLO THIS 22ND DAY OF JANUARY 2026.

S. CHIRCHIR

JUDGE

In the Presence of:-

Roba Katelo- Court Assistant.

Mr. Kitheka for the Applicant

Ms. Maina for the Respondent.