



**Sasah Contractors Ltd v Jaramogi Oginga Odinga University of Science and Technology; Equity Bank Ltd (Garnishee) (Civil Case E002 of 2023) [2024] KEHC 13453 (KLR) (30 October 2024) (Ruling)**

Neutral citation: [2024] KEHC 13453 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT SIAYA  
CIVIL CASE E002 OF 2023  
DK KEMEL, J  
OCTOBER 30, 2024**

**BETWEEN**

**SASAH CONTRACTORS LTD ..... PLAINTIFF**

**AND**

**JARAMOGI OGINGA ODINGA UNIVERSITY OF SCIENCE AND TECHNOLOGY ..... DEFENDANT**

**AND**

**EQUITY BANK LTD ..... GARNISHEE**

**RULING**

1. This ruling relates to two applications dated 13<sup>th</sup> May, 2024 and 15<sup>th</sup> May, 2024 filed by the Plaintiff/ Decree holder and Defendant/Judgement debtor respectively. The genesis of this case is that the Plaintiff had filed this suit wherein the Defendant failed to enter appearance and file a defence within the stipulated period leading to the entry of an interlocutory judgement. Later, the Defendant filed an application dated 11/10/2023 seeking among other orders, an order to set aside the interlocutory judgement. The Defendants application aforesaid was later fixed for hearing inter-partes hearing on 24<sup>th</sup> April, 2024 but that due to absence of the Defendant and her Advocates, the said application was dismissed for want of prosecution. Thereafter, the plaintiff extracted a decree from for execution and later filed an application dated 13/05/2023 seeking for a garnishee order which was granted ex parte pending inter partes hearing. The Defendant, upon learning of the issuance of the garnishee order, moved the court by filing an application dated 15/05/2023 seeking stay of the garnishee proceedings as well as re-instatement of the dismissed application dated 11/10/2023. The Defendant later filed another application dated 12/06/2024 seeking for several orders inter alia; that the decree herein be recalled and set aside; that the Defendant be granted time within which to file and serve its



- Memorandum of Appearance and Statement of defence; that proceedings herein be set aside and that the suit starts de novo.
2. The parties herein took directions to the effect that they canvass the two applications dated 13/5/2024 and 15/5/2024 by way of written submissions and that the latest application dated 12/6/2024 to await further directions upon determination of the two applications aforesaid.
  3. Since the plaintiff/decreed holder had filed its application earlier and obtained a garnishee order nisi, it is appropriate to begin first with the Defendants/Judgement debtor's application dated 15/5/2024 which seeks to set aside the garnishee proceedings and order.
  4. The Defendant/ Judgement Debtor's notice of motion dated 15/5/2024 sought the following reliefs:
    - i. Spent.
    - ii. That the Honourable court do issue an order for stay of any further proceedings and all executions of the interlocutory judgement issued on 18<sup>th</sup> September 2023 and its resultant decree pending the hearing and determination of this application.
    - iii. That the order of this Honourable court issued on 24<sup>th</sup> April 2024 dismissing the applicant's application dated 11/10/2023 be set aside and that the said application be re-instated for hearing inter-partes on merit.
    - iv. That upon grant of prayer (iii) above, the Honourable court do hereby issue an order suspending the garnishee proceedings and lifting the garnishee nisi order dated 14/5/2024 pending the hearing and determination of the application dated 11/10/2023.
    - v. That the Honourable court do hereby issue an order of stay of execution of the interlocutory judgement issued on 18/9/2023 pending the hearing and determination of the application dated 11/10/23.
    - vi. Cost of this application be in the cause.
  5. The Defendant's application aforesaid is supported by an affidavit sworn by Jeptanui Katwa sworn on even date and by grounds set out on the face thereof. The said deponent averred inter alia; that she is the senior legal assistant of the Defendant; that upon service of summons to the institution, Ms Nyamita who is the defendant's legal officer filed a Memorandum of Appearance dated 13/9/23 through the e-filing portal (JK-1); that while filing the said pleading, they experienced challenges in mapping through the e-filing system that led to delays in filing of the Memorandum of Appearance which then resulted in to the interlocutory judgement dated 18/9/23; that upon the entry of judgement, they perused the court file and found that the plaintiff had served the notice of entry of judgment to the wrong email ie vic@jooust.ac.ke instead of vc@jooust.ac.ke; that being a public institution, the office of the AG through Ms Maryanne Omondi took up the matter as lead counsel alongside Ms Nyamita, the a legal officer of the university (see JK 2-copy of consent entered by both parties); that the office of the AG filed an application for stay of execution dated 11/10/2023 and attached a draft defence that raised triable issues; that the application for stay was set for hearing on 24/4 /24 , but Ms Omondi failed to attend court and failed to notify the office of her intention to be absent for the hearing; that Ms Nyamita, the legal officer of the university didn't attend court due to a continuous sickness and admission in hospital as at the date of the hearing of the application (see JK 3a,3b, and 3c copies of sick off forms); that due to the aforesaid absences, the court on 24/04/24 dismissed the application dated 11/10/23 for non-attendance; that the decree had already been extracted on 18/9/23 prior to the dismissal and thus the Plaintiff proceeded with the execution process and successfully obtained a garnishee order nisi dated 14/05/2024 and further went ahead to freeze the Defendants/Applicant's



accounts 126029XXXX, 075029XXXX, 075027XXXX and 075028XXXX held by the Garnishee herein; that the garnishing of those accounts has prejudiced the Defendant/Applicant as it will not be able to deliver on its mandate of teaching as a higher institution of learning besides affecting a huge student population and employees; that the dispute relates to a breach of contract which requires viva voce evidence to be conducted ; that the dismissal of the application dated 11/10/2023 is prejudicial to the Defendant/Applicant as the Plaintiff is likely to obtain an unjust enrichment and which will lead to loss of public funds as the University is purely funded by the Government of Kenya; that the documents furnished are sufficient explanation for the absence of the Defendant on the date when its application was dismissed for want of prosecution; that this court should exercise its discretion in favour of the deserving party and grant it time within which to comply with the Rules; that the conduct of the Plaintiff has not been good towards the Defendant in that earlier the Plaintiff's bill of costs had been fixed for directions on 28/4/2024 only for the Plaintiff to file an application dated 30/4/2024 as it was dissatisfied with the said date but then failed to serve the Defendant; that this court invokes its inherent power and re-instate the application dated 11/10/2023 for hearing and determination on merit; .that the defendants are willing to abide by any directions issued by this court.

6. The application dated 15/05/2024 was strenuously opposed by the Plaintiff/Respondent whose Managing Director filed a replying affidavit dated 20<sup>th</sup> may 2024. The same is sworn by Mr. Samuel Odhiambo Okumu who deponed inter alia: that it is untrue that Ms Omondi was lead counsel in this matter as the office of the AG was appointed a month after Ms Nyamita had filed a Memo of Appearance for the Defendant; that the Defendant has deliberately thrown the name of Ms Omondi into the application in an attempt to use her as a scapegoat for its failure and to cover up for its mischief in deliberately delaying the finalization of a matter in which they have no defence; that the application dated 11/10/2023 was set down for hearing on 24/04/24 by consent of the parties when the matter was mentioned on 14/02/2024 when both Ms Nyamita and Ms Katwa were physically in court while Ms Omondi was not in court; that Ms Katwa appeared alongside Ms Nyamita on 14/02/24 and together with the plaintiff's counsel took the date by consent; that it is ironical now for the said two counsels who were present when the date was fixed by consent to turn around and accuse Ms Omondi of failing to inform them of her intention not to be absent at the hearing and to deliberately mislead this court about the true reasons why the two were not in court during the hearing of the application yet they knew that Ms Omondi was not in any way the lead counsel; that the new dimension of Ms Nyamita being unwell is a lie and an excuse since if that was the case then her presence during the hearing was of no consequence since Ms Omondi would have been responsible over the same; that Ms Katwa has appeared in this matter in the past in the absence of Ms Nyamita (refer to proceedings of 8<sup>th</sup> may 2024) and that she too was present when the hearing date was fixed and who has not explained as to why she also did not attend court yet the date was taken in her presence as well as Ms Nyamita; that one of the orders this court made on 14/02/24 was that the deponent of the affidavit in support of the application dated 11/10/23, one Arch. John Kanyangweso was to attend court for purposes of cross-examination on the contents of his affidavit but that when the matter was called out on that day, he was not in court in breach of the orders of court and thus the application was dismissed for want of prosecution; that the lame claim of public interest in the matter should be rejected by this court since there can be no public interest that can be protected by failure to comply with the law and contractual obligations; that no prejudice will be suffered by the Defendant if the garnishee order is not lifted since it has several other accounts with KCB and Cooperative bank and in which the Defendant has in the past paid out some monies to the Plaintiff and thus the defendant is not affected in any way by the Garnishee order; that the Plaintiff is ready and willing to accept the payment as per the judgment of the court despite the fact that it is way below what it is truly owed because of the financial stress brought about by the Defendant's failure to pay and in which the Plaintiff's collateral for loans borrowed has been advertised for sale by public auction; that the instant application has no merit and should be dismissed with costs.



7. The application was canvassed by way of written submissions. Ms Ivor Nyamita, learned counsel for the Defendant/Applicant filed submissions dated 10/6/2024. It was the submission of counsel that this court should exercise its discretion to allow the application dated 15/5/2024 so as to enable the Defendant to canvass its application dated 11/10/2023 on merit. Reliance was placed in the case of *Ngugi Vs Thogo* [2021] eKLR wherein it was held that in an application for reinstatement of a court process, there is need to balance the requirement as to whether reasonable grounds have been proffered for reinstatement and the prejudice to be suffered by the opposite party if such an order for reinstatement were to issue bearing in mind at the same time that dismissal is a draconian order that drives parties away from the seat of justice and should therefore be employed sparingly. It was further submitted that the Defendant's defence raises triable issues which should be allowed to go to trial. It was also submitted that the application seeking reinstatement of dismissed application was filed without any inordinate delay. It was further submitted that the Defendant stands to suffer substantial loss if the application is not allowed whereas the Plaintiff could be cushioned by an award of costs. It was finally submitted that the garnishee order should be lifted so as to protect the Defendant from suffering great prejudice.
8. The Plaintiff's submissions are dated 31/5/2024. It was submitted that the Defendant/Applicant should make candid and frank disclosure of all material facts so as to enable the court apply its mind to the matter and that since this was not done, the application should be dismissed as the absence of the Defendant's counsel on the 24/4/2024 was not only deliberate but to delay or frustrate the prosecution of their own application yet the date had been taken by consent and that the issue of absence of Ms Omondi of the Attorney General is neither here nor there since the date was taken only in the presence of Ms Nyamita and Ms Katwa. It was further submitted that the claim of indisposition on the part of Ms Nyamita was brought about by the Defendant as a fallback position just in case the issue of absence of Ms Omondi fails to succeed. It was also pointed out that if the delay had been brought out by the absence of Ms Omondi, then an affidavit ought to have been obtained from the said Ms Omondi over the issue of her absence. It was further submitted that upon the dismissal of the application dated 11/10/2023, the Defendant opted not to move to court with haste despite being alerted by the Plaintiff and instead embarked on challenging some taxation matters and only woke up from slumber after the garnishee order nisi was granted and hence the delay was not plausible. Finally, it was submitted that the Defendant's application has been brought in bad faith and should be dismissed with costs.
9. I have given due consideration to this application, the rival affidavits and submissions filed. The issue for determination is whether the application has merit.
10. It is not in doubt that the order sought is an equitable remedy and that the court has to exercise it in a judicious and not capricious or whimsical manner. Indeed, the Defendant's application dated 11/10/2023 was dismissed by this court on 24/4/2024 for want of prosecution. It is not in dispute that the hearing date for the application had been fixed by consent of the counsels for the parties and that the Defendant's counsels present then were Ms Nyamita and Ms Katwa. The obligation is now upon the Defendant's counsels to render a plausible explanation as to why they did not attend court on the hearing date. The subject application dated 11/10/2023 was to be heard inter-partes on the 24/4/2024 as well as the presence of the deponent in the Defendant's affidavit in support of the application one Arch John Kanyangweso to be cross-examined on the averments of his said affidavit but however, there was no appearance by the said deponent as well as the Defendant's lawyers. It is trite that a party inviting the court to exercise a discretion in his favour must make a full, candid and frank disclosure of all material facts to enable the court apply its mind fully to the matter. I find the principles enunciated in the case of *Shah Vs Mbogo & Another* [1967] EA 116 regarding the exercise of discretion is relevant to the present circumstances and that the court's discretion is intended to be exercised so as to avoid



injustice or undue hardship resulting from accident, inadvertence, or excusable mistake or error but is not designed to assist a party who has deliberately sought whether by evasion or otherwise to obstruct or delay the course of justice. Hence, the explanation for absence during the hearing date on 34/4/2024 by learned counsels for the defendant must be looked at using this prism.

11. As noted above, the hearing date was taken by consent on 14/2/2024 in the presence of Ms Nyamita and Ms Katwa together with the counsel for the Plaintiff. On the date of hearing namely 24/4/2024, there was no appearance by the Defendant's counsels and the witness sought to be cross-examined leading to the dismissal of the application dated 11/10/2023. The explanation given on the part of Ms Nyamita is that she had been unwell and undergoing treatment. Curtained medical notes were availed as evidence. I have perused the said medical notes and note that the initial treatment period was from 18/3/2024 to 25/3/2024 and that the counsel was given 14 days sick off which commenced from 26/3/2024 to 10/4/2024. From 10/4/2024 to the hearing date (24/4/2024) the said counsel is deemed to have had sufficient 14 days to communicate to the other counsels as to whether she will be proceeding with the matter or inform the other counsels that she would not be attending court. It was incumbent upon the said counsel to have alerted her colleagues of her situation. Even though she later visited another health facility on 21/4/2024 where she was given a sick off up to 26/4/2024, she had some days (10/4/2024-----21/4/2024) within which to engage her other colleague Ms Katwa to take care of the matter or further still inform counsel for the Plaintiff of her inability to proceed. In fact, just making phone calls or sending e-mails to the other counsels did not cost her anything at all. Further, there is no explanation offered on the part of Ms Katwa as to why she did not attend court on the hearing date yet she too was present when the hearing date was fixed. There appears to be another twist in that the two counsels for the Defendant who were present when the hearing date was fixed have sought to shift blame upon Ms Omondi who worked at the office of the Attorney General. Even though the said Ms Omondi had been acting alongside the other counsels for the Defendant, she was not present when the hearing date was fixed and hence it was incumbent upon the other two counsels to inform her of the date. It was therefore quite disconcerting for the two counsels to turn around and blame her for failing to attend court. It is also instructive that the said counsel has not sworn an affidavit in support of the Defendant's application for reinstatement. It is further instructive that the said counsel later opted out of the matter from acting for the Defendant and left it to Ms Nyamita and Ms Katwa. Something else which after the Defendant's application dated 11/10/2023 was dismissed is that the learned counsels for the Defendant embarked on pursuing taxation matters that had been lodged by the Plaintiff and did not bother about the dismissed application and that it was not until the Garnishee Order nisi was issued that the Defendant saw the need of filing the present application. It is therefore obvious that the present application might not have been filed by the Defendant. It is quite clear to me that there was some bit of confusion on the part of the Defendant and that they should not shift any blame upon the Plaintiff herein. It is also instructive that the Defendant had at its disposal three learned counsels to prosecute the said application and that the failure of all the three to turn up in court indicates lack of diligence on their part. If they were not ready to proceed, then they ought to have communicated to the Plaintiff and the court. There is no such evidence. The sum total of all these circumstances leads me to come to the conclusion that the explanation tendered by the Defendant is not plausible to warrant this court to reinstate the dismissed application dated 11/10/2023. It is instructive that the Defendant has since filed another application dated 12/6/2024 seeking almost similar orders as those sought in the dismissed application.
12. In view of the foregoing observations, it is my finding that the Defendant's application dated 15/5/2024 lacks merit. The same is dismissed with costs to the Plaintiff.
13. The Defendant's application aforesaid having been determined, I now proceed to determine the remaining application filed by the Plaintiff/Decree holder dated 13/05/2024. The same is brought



under Order 23 Rules 1,4, and 10 and Order 49 of Rule 7(1)(b)(x) of the Civil Procedure Rules, Section 1A, 1B and 3A of the *Civil Procedure Act*. The Plaintiff/Decree holder seeks orders inter alia; that a Garnishee order nisi do issue against Equity Bank (herein after the Garnishee) directing that all monies belonging to the Judgment –Debtor held in Account Numbers 126029XXXX held at the Garnishee’s Angawa Avenue Branch, and in Account Numbers 075029XXXX, 075027XXXX and 075028XXXX all held at the Garnishee’s Bondo branch and in any other account(s) of the Judgement Debtor-Jaramogi Oginga Odinga University of Science and Technology, whether at the Garnishee’s Head Office or at any other branch of the Garnishee in the Republic of Kenya, be attached to answer to the decree, the amount unsatisfied being Kshs 195, 936, 236.95 ( Kenya shillings One Hundred and Ninety Five Million, Nine Hundred and Thirty Six Thousand, Two Hundred and Thirty Six and Ninety Five Cents); with any further interests and costs that may accrue from the date of this application until full payment as well as costs of these garnishee proceedings; that at the inter-partes or further hearing of this application, the Garnishee Order Nisi be made absolute and that the monies attached be released to the Decree holder to satisfy the decree by the payment of the decretal sum outstanding at the time of the determination of these proceedings; that costs of this application be provided for.

14. This application was supported by the affidavit of Samuel Odhiambo Akumu –the managing director of the Plaintiff /decree holder who deponed inter alia; that judgement has already been entered in favour of the Plaintiff/decree holder; that the application for re-instatement of the suit was likewise dismissed on 24/04/2024 that the decree remains unsatisfied to date; that the judgement debtor operates several accounts domiciled at the branches of the Garnishee mentioned in the application and/ or at other branches of the Garnishee not known to the applicant which are holding funds sufficient to satisfy the decree together with the costs of these garnishee proceedings.
15. The application was responded to by the Garnishee and the Defendant/ Judgement debtor. Starting with the affidavit of Ruth. A. Odundo, she swore an affidavit dated 17/5/2024 and who deponed inter alia; that the Judgement Debtor operated Bondo Branch Account Number 075027XXXX where it has sufficient funds to the tune of Kshs 195, 936, 336. 95/; that the Garnishee will be seeking to be discharged from the proceedings upon the release of the said monies as directed by the court.
16. A replying affidavit was sworn by George K. Aduda on 20/5/2024 who deponed inter alia; that he is the Chief Finance Officer of the Defendant; that the Plaintiff/decree holder has successfully frozen the Defendant/judgement debtor’s accounts 126029XXXX, 075029XXXX, 075027XXXX and 075028XXXX; that there is some mistake in that the freezing order has affected accounts that do not belong to the University but rather to individual donor funded projects such as World Bank and Belgium Government and which are specifically for research projects and that the University does not access the funds as they do not come from the Government of Kenya; that it is the Central Bank of Kenya which opens these accounts on behalf of the Government and which must be protected as per the donor requirements; that the remaining two accounts namely 126029XXXX and 075029XXXX are student fee collection accounts which are heavily budgeted under the new funding models and that they are meant to take care of the welfare of students; that the freezing of the accounts will prejudice the defendant in that it will not be able to deliver on its mandate of teaching and higher learning as well as fail to attend to a student population of 10, 000 plus 600 employees and further lose funding from the donors in addition to exposing the University to potential litigations which will affect public funds that the Plaintiff will not be prejudiced if the garnishee order is lifted.
17. The Garnishee filed a further affidavit sworn by Patrick O. Abodi who deponed inter alai; that accounts numbers 075027XXXX and 075028XXXX are special deposit project accounts approved by the Central Bank of Kenya and which are unavailable for attachment; that the other two remaining



- accounts 126029XXXX holding Kshs 60, 289,273.84 and 075029XXXX holding Kshs 14, 213, 462.18 thereby making a total sum of Kshs 74, 502, 736.02 which is available for payment to the decree holder;
18. In opposing the application, the judgment debtor argued that one ought to be subjected to a fair trial and fair administration of justice. That the irregularly obtained interlocutory judgement involves Kshs 173198001.31 and which cannot proceed undefended.
  19. The garnishee in its supplementary affidavits stated inter alia that account number 075027XXXX held Kshs 249,147,326.36(two hundred and forty nine million, one forty seven thousand three hundred and twenty six and thirty six cents) and account no. 075028XXXX held Kshs 23,604 414.04(twenty three million, six hundred and four thousand four hundred and four ). However, the garnishee stated that the said monies were as per the CBK directions for special projects and could not be used for seizures, offsets or attachments.
  20. The application dated 13/5/2024 was canvassed by way of written submissions. The parties duly filed and exchanged their submissions.
  21. On the part of the Plaintiff/Decree holder, it was submitted inter alia; that the conduct of both the Judgement Debtor and the Garnishee in the way they have gone about this matter by withholding information from the court, presenting false information and filing documents without leave of court and making contradictory dispositions on oath in a bid to aid each other in these proceedings does not deserve any indulgence from this court; that they have violated every part of the overriding objectives, and prayed that the court grants orders in terms of prayer 3 of the application dated 13/05/2024, plus costs of the application.
  22. On the part of the Garnishee, it was submitted inter alai; that the Garnishee received proper instructions regarding the nature of the accounts and that some of them hold donor funds which are not subject of attachment or distress and that the earlier version by its official was erroneous; that the bank remains a neutral party and hence it is incumbent upon the Judgement debtor and Decree holder to reach an agreement on how the sums shall be settled; that this court should exercise its discretion judiciously and factor in the interest of both litigants and also come up with modifications and specific directions to each party owing to the special circumstances of the case; that the Garnishee's cost of Kshs 50,000/ be paid from the Judgement debtor's accounts.
  23. On the part of the Defendant/Judgement debtor, it was submitted that two of the accounts with the Garnishee contain funds for World Bank special projects as well as Belgium Government funded project and which are not available for attachment. It was also submitted that the other accounts are student collection accounts meant for the welfare of students. It was finally submitted that the garnishee order has paralyzed the operations of the Defendant and that there is a likelihood of litigation against the University and hence the dire need to suspend and or lift the Garnishee Order nisi.
  24. I have considered the application dated 13/5/2024 as well as the rival affidavits and submissions. It is not in doubt that the Garnishee runs several accounts on behalf of the Defendant/ Judgement debtor which have since been garnished. It is also not in dispute that the Plaintiff has a judgement in its favour and which ought ordinarily to be given effect. It is also not in dispute that some of the garnished accounts appear to hold funds allegedly brought in by international donors and which have some restrictions regarding their usage and operations while other accounts are said to cater for students' welfare. The issue for determination is whether the application has merit.
  25. As the Plaintiff/Decree holder has already obtained a judgement which has not been set aside, he is entitled to execute the decree emanating therefrom since he is on the seat of judgement. Looking at



the averments of the Judgement debtor regarding the accounts in question, iam persuaded that the two accounts namely 075027XXXX and 075028XXXX being in respect of special projects funded by the World Bank and the Belgium Government ought not to be garnished. It is not in dispute that this country like any other in the Sub- Saharan Africa heavily rely on donor funding to generate their economic policies and activities and hence it would not augur well for this country if this court allows the order sought to garnish the said accounts. Iam therefore inclined to lift the Garnishee Order nisi on those two accounts. However, as regards the other accounts namely 126029XXXX and 075029XXXX, I find that the Judgement debtor has not given sufficient reasons why the Garnishee Order nisi should not be made absolute. Indeed, vide the affidavit of Patrick O Abodi, the said accounts totaling the sum of Kshs 74, 502,736.02 are available for payment to the Decree holder herein. I find that there will be no prejudice to the Judgement debtor as it still has other accounts with Kenya Commercial Bank and Cooperative Bank from where it can sort out the issue of the student welfare. The Plaintiff decree holder could still pursue the Judgement debtor in those other accounts in addition to attaching other assets of the Judgement debtor if need be.

26. Finally, on the issue of costs, it is my view that the costs follow the event. It is the failure of the Judgement debtor to settle the decree which has led the Decree holder to pursue these Garnishee proceedings. Further, the Garnishee who is a neutral party herein has had to incur expenses through its counsel and must be paid its costs which of course must be paid by the Judgement debtor. As the parties had not assessed their costs, the same shall have to be assessed and thereafter paid by the Judgement debtor herein.
27. In view of the foregoing observations, it is my finding that the Plaintiff's application dated 13/5/2024 has merit. The same is allowed in the following terms:
  - a. That Garnishee Order Nisi herein issued against Equity Bank Limited (Garnishee) regarding Account Numbers 126029XXXX and 075029XXXX containing a total sum of Kshs 74, 502, 736.02 (Kenya Shillings Seventy Four Million, Five Hundred and Two Thousand Seven Hundred and Thirty Six Cents Two) is hereby made absolute and that the monies attached therein be released to the Decree holder forthwith.
  - b. The Garnishee Order Nisi regarding accounts numbers 075027XXXX and 075028XXXX is hereby suspended and/or lifted forthwith.
  - c. The Judgement debtor is ordered to pay the costs of the Plaintiff/Decree holder and the Garnishee upon assessment.

Orders accordingly.

**DATED, SIGNED AND DELIVERED AT SIAYA THIS 30<sup>TH</sup> DAY OF OCTOBER, 2024**

**D. KEMEI**

**JUDGE**

**In the presence of:**

Odiero David for Plaintiff/Decree holder

Onsongo for Defendant/Judgement Debtor

Bwire for Garnishee

Ogendo Court Assistant

