



**Adventure Adrenaline Africa Limited v Hartley (Environment and Land
Appeal E001 of 2021) [2023] KEELC 16465 (KLR) (21 March 2023) (Ruling)**

Neutral citation: [2023] KEELC 16465 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KWALE
ENVIRONMENT AND LAND APPEAL E001 OF 2021**

AE DENA, J

MARCH 21, 2023

BETWEEN

ADVENTURE ADRENALINE AFRICA LIMITED APPELLANT

AND

HELLEN KAY HARTLEY RESPONDENT

RULING

Introductions

1. 1 On November 5, 2021 the Business Premises Rent Tribunal in Mombasa delivered its judgement over the dispute between the parties herein. Being dissatisfied with the same, the appellant herein lodged an appeal before this court and whose judgement was rendered on December 9, 2022. The court dismissed the appeal and further made the following orders;
 - i. That the appellant tenant shall vacate the suit premises within 90 days of the date of this judgement failure to which the landlord respondent shall be at liberty to undertake the said eviction.
 - ii. That the rent deposited in court shall be released to the respondent landlord.
 - iii. That the appellant tenant shall pay to the respondent landlord the rent payable from November 6, 2021 upto the date of delivery of the suit property in vacant possession to the landlord.
 - iv. Interest at court rates.
- 2 The appellant filed an application for review of the judgement on February 20, 2023 under certificate of urgency. I declined to certify the same urgent and the same was fixed at the registry for March 28, 2023. However, on March 3, 2023 the appellant under certificate of urgency sought for stay of execution of the decree dated March 1, 2023 which had been issued pursuant to the judgement herein. The court



did certify the application as urgent and issued the orders of stay of execution and proceeded to fix the application for hearing inter parties on March 28, 2023 as earlier fixed at the registry.

3. The respondent on March 9, 2023 filed an application under certificate of urgency seeking an expedited hearing of the applications between March 10, 2023 and March 17, 2023. This was on the basis that the landlord had pursuant to the judgement terminated her existing boarding arrangements, had nowhere to go and was in dire financial constraints to facilitate alternative accommodation.
4. The court in consideration of the application dated March 9, 2023 issued directions for all the three applications to be heard on March 14, 2023 having considered the urgency outlined by all the parties in having the matter expedited. The application dated March 9, 2023 therefore is spent.

Submissions

5. The parties appeared before me on March 14, 2022 for hearing of the two applications dated February 20, 2023 and March 2, 2023. The applications were argued orally.

Applicants Submissions

6. It is noteworthy that a search dated February 16, 2023 was produced by leave of this court. It is submitted on behalf of the applicant that the notice of termination dated November 24, 2020 was issued pursuant to the provisions of sections 4[2] and 7[1] [g] of the *Landlord & Tenants Act* (herein referred to as the *Act*) yet the Respondent had transferred the suit property to Kama Kawaida on May 14, 2021 as confirmed by the search. That the period between the notice of termination (November 24, 2020) and the transfer (May 14, 2021) was approximately above 6 months. That the notice was defective for having not attained the mandatory 1 year. It is also submitted that the Land Lord has not given evidence on how they will occupy the premises. Further that section 7(2) is a bar to a new Land Lord in this case Kama Kawaida from issuing a reference. That even assuming the notice was issued by the new landlord they were prevented by the 5 years period which must predate the notice. This was to protect the tenant from predatory landlords the key objective of the *Act*.
7. Referring to the case of *Auto Engineering Ltd Vs. M. Gonella & Co. Ltd* (1978) eKLR -Civil Appeal No. 70 of 1976 and 51 of 1977 Mr. Bryant submitted that the Landlord herein had not demonstrated a clear and firm intention to occupy the premises for a period of not less than 1 year. That no evidence was tendered in this regard considering the fact that the suit property has been transferred. Further that the only evidence given for the expedited hearing is the age of the landlord and the husband without a notice of termination of their existing arrangements such as a lease.
8. As to the stay of judgement counsel contended that while the ages were not being contested, the court is enjoined to weigh the competing interests of the appellant running business which will lose income vis a vis the Landlord. That the Applicant was not contesting the entire judgement but was pointing the inconsistency this being the last court and which was precedent setting and will affect tenants in years to come.

Respondents Submissions

9. In respect of the substantive motion for review in respect of prayer (b) of the application, Mr. Muthama learned counsel for the respondent submitted that the court was not being asked to interfere with its substantive decision to uphold the judgment of the tribunal but to allow the tenant to remain in the premises. That there is no controlled tenancy as it was terminated by both this court and the tribunal. The respondent opines that there is no basis to allow the tenant to remain in the premises.



10. It was submitted that the court was being asked to seat on appeal rather than review on the issue of transfer of the premises, Landlords intention to occupy the premises and notice since the decision of the tribunal was upheld. That the question of transfer of the property was not a new issue as it featured extensively in the proceedings since the court's ruling on stay of execution of the tribunal's judgement as well as during the substantive appeal. That from the affidavit dated March 4, 2023 it was clear that the appellant was looking for a second bite of the cherry. It is stated that the Respondent owns 60 ordinary shares of Kama Kawaida while her daughter Christina and Alissa each own 10 shares. That this was 90% ownership of the Company and therefore the suit property was still within the family of the respondent. Referring to page 28 -30 it was submitted that the court had rendered itself at great length on the issue and the transfer did not negate as the court was aware of the same
11. The court was referred to Embu High Court Civil Appeal No. 7B of 2019, *Mary Nyambura Kathiaka vs David Mwangi Muraguri* (2022)KEH 506 (KLR), Court of Appeal Civil Appeal No.211 of 19996, *National Bank of Kenya Limited vs Ndungu Njau* (1997)eKLR, Nairobi High Court Judicial Review Miscellaneous Civil Application Nos. 59 & 63 (consolidated) Republic Vs Medical Practitioners Board & Others exparte Geoffrey Muiruri King'ang'a (2021) KEHC 298 (KLR) and Court of Appeal No. 149 of 2001, *Francis Origo & Another vs Jacob Kumali Mungala* (2005)eKLR.
12. It was submitted that the scope of review is limited and very restricted. That the question of transfer of the property featured extensively in the proceedings and the ruling of the court on the application for stay pending appeal which the respondent did not appeal to the court of appeal. The issue was now *resjudicata*. This court was referred to paragraph 13(c), 12(c) of Counsels replying affidavit of November 26, 2021, annexure 'HKH 4', Copy of transfer dated May 5, 2021 and the peppercorn consideration thereof and signed by Landlord as transferor on behalf of Kama Kawaida.
13. It was further contended that the law is clear that an error apparent must be an error that not only shouts and if you go fishing for it then it's not apparent on the face of the record. The court was being asked to do a re-appraisal of the tribunal record and the court's judgment which was not the function of a review. Even assuming there is an error, a substantive error of law and fact cannot be corrected in a review.
14. Regarding failure of a termination notice to comply on the basis that the property was transferred it was urged that nothing in *Cap 301* prohibits a Landlord from transferring a property which is subject to a controlled tenancy after serving notice of termination. That if the legislation intended so nothing would have been easier than to provide as such. That a controlled tenancy runs with the title regardless of who owned the property.
15. It was submitted on behalf of the respondent that there was unreasonable delay in filing the application which was filed around the 85th day of the 90 days grace period given in the judgement. That the applicant had failed to account for this delay. Citing Nairobi High Court Judicial Review Miscellaneous Civil Application Nos. 59 & 63 (consolidated) Republic Vs Medical Practitioners Board & Others exparte Geoffrey Muiruri King'ang'a (2021) KEHC 298 (KLR) it was submitted that even a delay of one day must be accounted for. That the review was an afterthought to enable the appellant to continue trading. It was submitted that the court was misled into believing that decree was irregularly extracted which was not the case as demonstrated in the letter dated March 7, 2023, February 14, 2023 and draft received on February 15, 2023 which was not responded to prompting the Deputy Registrar to issue the same.
16. The respondent further submitted that the Landlord was desperate and still homeless living on the goodwill of friends. That the termination notice was compliant with 7(1) (G) and (11) (2) would only apply if there is a reference and there was none as at May 19, 2021 when the property was



transferred. This is a misdirection of the law. That the authorities cited by counsel for the applicant were distinguishable and related to a substantive appeal before the Court of Appeal compared to the matter before court which was a narrow one of review.

Add Bryants Rejoinder

Discussions And Determination

Preliminary Issues

17. I will address myself to an objection raised by the respondents which touches on this court's jurisdiction since without jurisdiction I cannot move one extra step.
18. The respondent raised an objection pursuant to the provisions of Order 9 Rules 5, 6 and 9 of the *Civil Procedure Rules* 2010. It was pointed that the appellants application for review was filed by the firm of Harit Sheth Advocates who were coming on record after judgement without seeking leave of the court and service of a Notice of Change of Advocates. Mr. Muthama learned counsel for the respondents submitted that Order 9 Rule 5 is couched in mandatory terms. That counsel for the appellant did not serve the respondent with the notice of change of advocates and the consent annexed to the supporting affidavit of Edwin Koech advocate and which was neither filed in court nor adopted by this court. According to the Respondent, the court had since February 20, 2023 been acting on the documents that were improperly before it, filed by a stranger and which ought to have been struck out abinitio. The court was referred to the case of Nairobi High Court Civil Case No. 1230 of 1997 *Lalji Bhimji Sanghani Builders & Contractors vs. City Council of Nairobi* (2012) eKLR where the Justice Odunga (as he then was) referring to various authorities declined to apply the provisions of sections 1A and 1B where no notice of change of advocates was filed as well as application for leave to come on record.
19. In response to the objection Mr. Bryant learned counsel for the applicant was candid to the court and admitted that there was an error on his part for the failure to serve the notice of appointment of advocates. That this was a genuine error since the intention was there as demonstrated by the affidavit of Edwin Koech Advocate sworn on February 20, 2023 for which he was ready to redeem by payment of the necessary costs to the respondents. Mr. Muthama's rejoinder was that no explanation has been given in respect of the mistake made and the explanations given from the bar ought to be rejected.
20. The applicant referred to the case of Odhiambo Oteng E003 of 2022 on the genesis of Order 9 where it was stated that, the order was intended to protect lawyers who successfully obtained judgement in running down suits against another lawyer mischievously coming in post judgement at the detriment of the previous counsel. That this was not the case in the present application as the appellant was not expecting any money from the respondent the appeal having been dismissed. Further that there was no acrimony/malafides between the former firm and Harit Sheth Advocates demonstrated by the fact that the said firm paid for the application for review and referred to receipt issued on 2023-03-03 CTS Involve Ref. E2DLHJP2. Counsel urged that the court had jurisdiction under section 3A to make orders to serve justice which is also buttressed by article 159 (2)(d). Referring further to the provisions of order 9 Rule 5, the applicant urged the same was a default clause and applied strictly the court should deem Mr. Bryant as holding the brief of the previous firm. In response the Respondent stated that it whichever way it was clear that the notice of motion was not filed by the former firm.
21. The applicant further distinguished *Lalji Bhimji Sanghani Builders & Contractors vs. City Council of Nairobi Supra* and stated that in that case there was no consent letter signed by the advocates yet in the present case a consent was duly signed except for the error as earlier admitted.



22. Order 9 is on Recognised Agents and Advocates. Rule 5, 8 and 9 state as follows;

Change of Advocate (order 9, rule 5)

Any party suing or defending by an advocate shall be at liberty to change his advocate in any cause or matter, without an order for that purpose, but unless and until notice of any change of advocate is filed in the court in which such cause or matter is proceeding and served in accordance with rule 6, the former advocate shall, subject to rule 12 and 13 be considered the advocate of the party until the final conclusion of the cause in the matter or, including any review or appeal.

Service of Notice of Change of Advocate (order 9, rule 5)

The party giving the notice shall serve on every other party to the cause or matter (not being a party in default as to entry of appearance) and on the former advocate a copy of the notice endorsed with a memorandum stating that the notice has been duly filed in the appropriate court (naming it).

Change to be effected by order of court or consent of the parties (order 9, rule 9)

Where there is a change of advocate, or when a party decides to act in person having previously engaged an advocate, after judgement has been passed, such change or intention to act in person shall not be effected without an order of the court –

- a. upon an application with notice to all parties or
- b. Upon a consent filed between the outgoing advocate and the proposed incoming advocate or party intending to act in person as the case may be.

23. Applying the above provisions to the present application and after having considered counsels submissions as highlighted above let me state firstly that it is important to appreciate the intention behind order 9. In my view looking at the entire order 9 herein the substantive intention it appears to me is safeguarding the interests of a lawyer who has completed proceedings as is the case in these proceedings to be in the knowledge that the client intends to take further action in court such as appeal or review of the final orders that were rendered in the finalised proceedings but that they will be deploying a different counsel. This must have been intended to ensure that outstanding issues or agreements between the outgoing lawyer and the instructing client are resolved at a point when the lawyer still has enough control to ensure that the client obliges as opposed to when the client is already enjoying the services of the incoming lawyer. In the latter there would be no incentive for them to settle outstanding arrangements most of which is professional fees. At the filing of the application for review a letter dated February 16, 2022 'ED-01' was attached. This letter is addressed to the firm of Kinyua Mwaniki & Wainana Advocates (herein the previous firm) by the firm of Harit Sheth herein informing them that they were taking over the conduct of this matter for purposes of the application for review of this court's judgement. The letter proceeds to request for the firms written consent by stamping and signing on the face thereof to demonstrate such consent. The previous firm obliged.

24. I do not think the provisions were intended to be utilised as a procedural technicality to strike out suits or even applications as is the case in these proceedings. I find further support in the provisions of rule 9 which provide thus; -

Change to be effected by order of court or consent of the parties (order 9, rule 9)



An application under rule 9 may be combined with other prayers provided that the question of change of advocate or party intending to act in person shall be determined first.

25. The proviso in rule 9 above is for the court to resolve the issues as to notice and the coming on record of the new advocate before anything else. All a court is required to ensure is that issues of representation are settled at the earliest opportunity. Striking out is not given as consequence for non-compliance to the provisions of order 9 especially considering that in the present case the consent was stamped and signed by the previous firm. I'm inclined to believe counsel that this was an error on the part of the advocate there being a consent that was signed. The duty of this court is to render substantial justice and pursuant to the provisions of section 3A, I will proceed to render myself on the application before court and deem the same as properly before court.

Notice Of Motion Application Dated February 20, 2023

26. The applicants notice of motion dated February 20, 2023 filed through the firm of Harit Sheth Advocates seeks the following orders;
- a. Spent
 - b. That the judgement delivered on December 9, 2022 be reviewed to the extent that the court ordered that the property be surrendered to the landlord.
 - c. Costs of this application be in the cause.
27. The application is premised upon the grounds that there is an error apparent on the face of the record in that the respondent had already sold the suit property at the time of delivery of the judgement. That the court did not make a decision on the sale of the property and hence the review. The application is supported by an affidavit sworn by Edwin Koech Advocate. It is averred that the respondent in the appeal had requested in her prayers for possession of the property occupied by the controlled tenant. That the request for occupation was dishonest as the property had already been sold during the pendency of this suit and transferred. That the same was brought to the attention of the court but was not addressed and hence amounting to an error on the face of the judgement.
28. The right to apply for review is provided for under Section 80 of the [Civil Procedure Act](#) read together with Order 45 of the [Civil Procedure Rules](#).

Section 80 provides; -

Any person who considers himself aggrieved-

- a. by a decree or order from which an appeal is allowed by this [Act](#), but from which no appeal has been preferred; or
- b. by a decree or order from which no appeal is allowed by this [Act](#) May apply for a review of judgement to the court, which passed the decree or made the order, and the court may make such order thereon as it thinks fit.

[Order 45, rule 1.] provides for Application for review of decree or order as follows;-

“1.

- (1) Any person considering himself aggrieved—
 - (a) by a decree or order from which an appeal is allowed, but from which no appeal has been preferred; or



- (b) by a decree or order from which no appeal is hereby allowed, and who from the discovery of new and important matter or evidence which, after the exercise of due diligence, was not within his knowledge or could not be produced by him at the time when the decree was passed or the order made, or on account of some mistake or error apparent on the face of the record, or for any other sufficient reason, desires to obtain a review of the decree or order, may apply for a review of judgment to the court which passed the decree or made the order without unreasonable delay.

(2)

29. The parameters for grant of orders of review was discussed in the case of *Khalif Sheikh Adan V Attorney General* [2019] eKLR where the *Learned Judge cited the Case of Republic –Vs- Public Procurement Administrative Review Board & 2 Others* (2018) eKLR and stated thus; -

“That the rules restrict the grounds for review. The rules lay down the jurisdiction and scope of review limiting it to the following grounds:

- a) Discovery of new and important matter or evidence which after the exercise of due diligence, was not within the knowledge of the Applicant or could not be produced by him at the time when the decree was passed or the order made;
- b) On account of some mistake or error apparent on the face of the record, or
- c) For any other sufficient reason and whatever the ground there is a requirement that the application has to be made without unreasonable delay.

The above is also echoed by Justice Odunga (as he then was) in the case of *Republic Vs Medical Practitioners Board & Others exparte Geoffrey Muiruri King'ang'a* (2021) KEHC 298 (KLR) referred to by the Respondents.

30. Clearly the discretion given should be exercised within the confines of the above elements. The main issue for determination therefore for purposes of this application is whether the Appellant has met the above requirements for the grant of the orders sought.

31. I then proceed to consider if there was a new and important discovery or evidence which after the exercise of due diligence, was not within the knowledge of the applicant or could not be produced by him at the time when the decree was passed or the order made. It is clear the matter being introduced should be new which means novel and never featured at all during the proceedings. The applicant sought to introduce an official search to demonstrate that the premises had been let to Kama Kawaida during the pendency of the proceedings. Is it that this search could not be applied for during the pendency of the proceedings after all the entry was made on May 19, 2021. In any event the court was fully aware of the issue. The fact that suit property was transferred was an issue that was raised during the proceedings. At paragraph 32 of this court ruling dated January 31, 2022 this court rendered itself thus; -

‘.....The Respondent clearly knew that the tenancy is in dispute and chose to transfer the suit premises to a 3rd party, let the Respondent deal with it.’

Additionally, at paragraph 28 of the judgement herein the issue of the Landlords intention to occupy as her own residence and genuineness of the same is discussed at length by this court while fully aware of the transfer and paragraph 30 this court saw no reason for overturning the tribunals decision on the same.



32. My further understanding of the above element is that the discovery though novel should be one that would completely influence the court to review its earlier decision and I do not see how the introduction of the search would change this court's decision in view of the fact that the tenant is the one in occupation. The question therefore is whether the sale of the property would in any way affect the appellant as a tenant. In my humble view, even if the lease was subsisting, the same would not stave off the respondent from disposing of the property and if there was a controlled tenancy the protection would still run. To me the solution lies in the tenant giving vacant possession and the decree holder shall sort themselves out. Submitting that the landlord has not demonstrated how they will do it is neither here nor there. I find that no new material fact has been presented before the court for consideration. The court is simply being invited to change its view and which is not the purpose for review. I am guided by the case of *Evan Bwire V Andrew Aginda* Civil Appeal No. 147 of 2006 cited in the case of *Stephen Gitbua Kimani V Nancy Wanjira Waruingi T/A Providence Auctioneers* (2016) eKLR the Court of Appeal held as follows:

“An application for review will only be allowed on strong grounds particularly if its effect will amount to re-opening the application or case afresh. In other words, I find no material before me to demonstrate that the applicant has demonstrated the existence of new evidence which he could not get even after exercising due diligence.” (emphasis is mine)

33. The other element to be considered in a review is whether there was an error apparent on the face of the record. In this regard I will be guided by the case of *Stephen Gathua Kimani –vs- Nancy Wanjira Waruingi / Providence Auctioneers* (*supra*) where it was held that section 80 gives the power of review and Order 45 sets out the rules and where the court also relied on the case of *Nyamogo & Nyamogo Advocates –vs- Kogo* (2001) 1EA 173 and had this to say:-

“An error on the face of the record can only be determined on the facts of each case. For an error of law on the face of the record to form a ground for review, it must be of a kind that stares one in the face and on which there could be reasonably be no two options. If a courts original view was a possible one, it cannot be a ground for a review even though it may be one for appeal...

34 The main point of the review is that the court has directed in its decree that the premises should be occupied by the Landlord when infact it has been transferred. The appellant urged that it was in a unique circumstance because there was no further avenue for them this being the final appellate court. It is important to note that the legislature indeed was alive to this issue and rightly included it under section 80 (b) which states ‘by a decree or order from which no appeal is allowed by this Act’. However, this is not one of the elements stipulated in Order 45 and cannot also be used as basis to supersede the elements provided.

35. In response to the respondents submission that there was nothing new in the Act stopping a Landlord to transfer their property, Mr. Bryant urged that the Landlord must go past the barrier in section 7 (2) of the Act and invited this court to invoke its original jurisdiction under the ELC Act to deal with the issue to have this matter concluded in respect of the issue of transfer instead of the appellant going back to the Tribunal to file a reference under the new landlord Kama Kawaida. It was urged that the reasons for transfer to a company that was 90% held by the Landlord and her family was not explained to the court Again, to me this would still amount to reopening the appeal and not a review. Additionally, I must add to the Respondents argument that this court is functus on the issue of the transfer of the property following the appellants decision not to appeal against it as an interlocutory matter. In my view the appellants have now come to a dead end because this court cannot reopen that issue under the



guise of a review. In the case of *Origo & Another v Mungala* (2005) 2KLR cited in *Jameny Mudaki Asava v Brown Otengo Asava & Another* (2015) eKLR and which I agree with, the court had this to say; -

“Our parting shot is that an erroneous conclusion of law or evidence is not a ground for review but may be a good ground for appeal. Once the Appellants took the option of review rather than appeal, they were proceeding in the wrong direction. They have now come to a dead end.” (emphasis is mine)

36. It has also been contended that the judgement of this court was precedent setting and would bring chaos to the industry opening room for landlords to transfer premises in the manner undertaken herein. It is trite that that every case is decided on its own facts and merits and therefore even precedents cannot be delinked from facts and circumstances of each case. Having dealt with this appeal and having perused the record of the tribunal as well as other pleadings there has been numerous cases and applications that have led to protracted litigation on these premises. I must as a court reiterate that there must be an end to litigation. In this regard the court is guided by the case of *Muchanga Investments Limited vs Safaris Unlimited (Africa) Ltd & 2 others* Civil Appeal No. 25 of 2002 (2009) eKLR 229, the court of appeal stated as follows;-

“The term abuse of court process has the same meaning as abuse of judicial process. The employment of judicial process is regarded as an abuse when a party uses the judicial process to the irritation and annoyance of his opponent and the efficient and effective administration of justice. It is a term generally applied to a proceeding, which is wanting in bonafides and frivolous, vexatious or oppressive’.

37. The last element required under order 45 is the timeliness within which an application for review is filed. The judgement of this court was delivered on December 9, 2022. The application for review was filed on February 20, 2023. This is a period of approximately two months. No reasons have been offered to this court as to why the appellant waited until the imminence of the expiry of the decree to file the present application for review. In the absence of any explanation I’m inclined to hold the view that this application was an afterthought. This court agrees and is persuaded by Justice Odunga in *Republic vs Medical Practitioners Board & Others ex parte Geoffrey Muiruri King’ang’a* (*supra*) when he states that ‘this ground largely stands or falls on whether the delay has been explained’. Assuming there was the recess, the courts were not closed, duty judges were working in the Environment & Land Court. The delay is clearly unreasonable in my view.
38. This court must address the application on stay of execution of the decree dated March 2, 2023 and filed on March 3, 2023 by the appellant through the firm of Harit Sheth Advocates. The same was vide a certificate of urgency and sought for stay of execution of the decree dated March 1, 2021 which had been issued pursuant to the judgement of this court delivered on December 9, 2022. The application is premised upon the grounds that the applicant was not consulted upon the draft decree and had not approved the same as drafted.
39. It is further alleged that an application for review by the appellant/applicant had been filed and served upon the respondent but they proceeded to extract the decree on March 1, 2023. The applicant states that it had filed the review application which was unheard and the same had disclosed certain facts which had not been brought to the attention of the court, the same include the fact that the suit property had already been sold to another party. I considered the respondent’s grounds in the notice of motion dated March 7, 2023 and the supporting affidavit of Muthama Adams Advocate, the



annextures thereto, the totality of the application for review and my discussions and findings. The said application is not merited.

40. The upshot of the foregoing discussions and findings is that both the application dated February 20, 2023 and March 2, 2023 are hereby dismissed with costs to the Respondent. The temporary orders of stay of execution issued pursuant to the application dated March 2, 2023 collapse with it.

It is so ordered.

DELIVERED AND DATED AT KWALE THIS 21ST DAY OF MARCH, 2023.

A.E. DENA

JUDGE

Ruling delivered virtually through Microsoft teams Video Conferencing Platform in the presence of:

Mr. Tym Bryant for applicants/appellant

Mr. Muthama for the Respondent

Mr. Daniel Disii Court Assistant.

