Kithinji v Karambu & another (Civil Appeal 05 of 2019)
[2022] KEHC 10597 (KLR) (30 June 2022) (Judgment)

Neutral citation: [2022] KEHC 10597 (KLR)

REPUBLIC OF KENYA

IN THE HIGH COURT AT MERU

CIVIL APPEAL 05 OF 2019

EM MURIITHI, J

JUNE 30, 2022

BETWEEN

FRANCIS KITHINJI ..... APPELLANT

AND

JOYCE KARAMBU ..... 1ST RESPONDENT

CONSOLIDATED BANK OF KENYA LTD ..... 2ND RESPONDENT

((Being an appeal from the Judgment and decree of the Hon. Mrs. Ambasi (CM) delivered on 18/12/2018 in Meru CMCC No. 290 of 2009))

JUDGMENT

Introduction

1. By an amended plaint dated 10/8/2011, The 1st respondent (the plaintiff in the trial court) sued the appellant and the 2nd respondent (the 1st and 2nd defendants in the trial court) seeking:

    a. A declaration that the plaintiff was entitled to clear the loan balance by the 1st defendant as agreed and the 2nd defendant to release the original log book of Motor Vehicle KAQ 952 E.

    b. An order of permanent injunction to stop the defendants, their agents, servants or anybody claiming through them from taking possession of Motor Vehicle KAQ 952 E or whatsoever interfering with the same.

    c. That in the alternative the 1st defendant be ordered to pay the plaintiff the claim in paragraph 12A with interest

    d. Costs and interest.

2. The 1st respondent's claim was that the appellant agreed to sell to her his motor vehicle KAQ 952 E at a consideration of Ksh.1,299,834 and they entered into an agreement to that effect. The said motor vehicle was then charged with the 2nd respondent for a loan of Ksh.788,407.50. In furtherance of the purchase of the Motor vehicle aforesaid, the 1st respondent paid to the appellant and the 2nd respondent Ksh.821,496, after which she was given possession thereof. On 7/4/2009, the 1st respondent paid the outstanding balance of Ksh.493,843.25 to clear the appellant's loan in order to enable the 2nd respondent to release the log book, but the 2nd respondent declined to transfer the money from her account to the appellant's loan account. She averred that the appellant and the 2nd respondent were demanding and harassing her to return the motor vehicle to them with the assistance of the police, without refunding the purchase price paid. She averred that she was willing to pay the sum of Ksh.493, 843.25 on condition that the 2nd respondent would release to her the original log book. She averred that she advanced to the appellant Ksh. 461,427 and later paid the 2nd respondent Ksh.360,069, together with further storage charges for the motor vehicle of Ksh.6,691 all totaling to Ksh.828,187, which amount, save for the storage charges, was partial consideration for the purchase of the motor vehicle.

3. The appellant denied the case vide his defence and counterclaim dated 2/9/2011. The appellant counterclaimed against the 1st respondent payment of Ksh.50,000 plus interest and costs of the suit.

4. The 2nd respondent equally denied the case vide its defence dated 5/8/2009.

5. Upon full hearing, the trial court, after dismissing the suit against the 2nd respondent with costs, entered judgment in favour of the 1st respondent as against the appellant with costs.

Duty of First appellate court

6. This being a first appeal, it is the duty of the court to review the evidence adduced before the lower court and satisfy itself that the decision was well-founded. In *Selle & another v Associated Motor Boat Co. Ltd & others* [1968] EA 123, this principle was enunciated thus: "...this court is not bound necessarily to accept the findings of fact by the court below. An appeal to this court ... is by way of retrial and the principles upon which this court acts in such an appeal are well settled. Briefly put they are that this court must reconsider the evidence, evaluate it itself and draw its own conclusions though it should always bear in mind that it has neither seen nor heard the witnesses and should make due allowance in this respect..."

Evidence

7. PW1, Joyce Karambu, the 1st respondent herein and a business lady adopted her statement recorded on 24/5/2015 as her evidence in chief. She stated that, "I know the defendant who we are family friends with his wife. On 6.6.2005 we executed our officers where they were to refund 401,177 exhibit 1 sale agreement on 6.6.2008. They did not refund we cancelled that agreement and executed another on 10.7.2008 exhibit 2 agreement on 10.7.2008. They failed to honour the same. Exhibit 3 - demand notice was decided to sell me a lorry at 461,427 be considered as part of payment. The total cost was 1,299,334 of which 799,407.50 was to be paid to the 2nd defendant. Exhibit 4; sale agreement 6.2.2009. I started paying to consolidated bank. Exhibit 5 banking slips. (a) 11.2.2009 – 208,344 (b) withdrawal slip. This payment was to settle arrears. The ac balance was 580,063.05 as I was informed by the manager and I would pay 57000 per month MF16. Exhibit 7 – banking in slips at 101,150. Withdrawal slips. The balance was 493,843.25 I wrote to manager of 2nd defendant. Exhibit 8 letter 7/8/2009. I had the money. Exhibit 9: Withdrawal slip 495,000 on 6.4.2009. The manager wanted to call 1st defendant first. Exhibit 10. Kithinji – would not give me the log book – manager refused to take the money. I

went home with the money. Kithinji had given me ID, Pin executed transfer form but the bank refused to sign. Exhibit 11 – executed form. I pray for my money costs and interest.

8. On cross examination by counsel for the appellant, she stated that, "we were friends. His wife and I were in the same home. In 2007 1st defendant bought a Mitsubishi Lorry KAQ 952 E with a loan from 2nd defendant. In 2008 and he was unable to pay the loan. He sold me a plot for 160,000 not 176000. I paid he did not give me a receipt. I did not pay to the bank. The lorry was taken by the bank twice and we sat from of was to agree on how to help Kithinji. My husband took up driving the lorry and then claimed it had cost him 401,477 this led us to execute the sale agreement of 10.7.2008. The sum of 401,177 was from a chama debt it does not say so in the agreement. The agreement was between 4 of us. Our husbands were not members of the Kikundi of exhibit, purchase price was 1,299,834 inclusive of bank loan. I was to pay 788,409/05 to the bank and Kithinji Kshs. 50,000 cash I did not get a receipt. I knew he had overdraft of 300,000 secured by land I don't know. I claim against Kithinji for refusing to give me the log book. I have the transfer form ID. The log book was with the bank as security. I went to the bank who called Kithinji to request if the log book could be given to me."

9. On cross examination by counsel for the 2nd respondent, she stated that, "I knew the log book was in the bank for joint registration in the 2nd defendant's names. When we were drafting the agreement, I did not include the bank in the agreements. I do not have a letter of authority by the bank to enter into agreement. The sale is for the 4 of us and consolidated bank was not a party in all the agreements. I wrote to the bank 7/4/2009 which I agreed and said I was ready to pay 493,823/20 to clear the debt. I now not dictate the debt due. I also asked them to release the log book to me. The manager told me of the balance. Court exhibit 10 from consolidated bank by the branch manager explaining balance was 493,843.25 I'm aware there are monthly banking interest charges on loans. The letter is addressed to 1st defendant and plaintiff was a 3rd party. There is no agreement with the bank but they refused to take the money. When the motor vehicle was repossessed the.....I gave the motor vehicle to my husband to go to Kitui and Mwingi. The motor vehicle was hidden in a forest and it came out as a scrap. The lorry is on land. It is not used."

10. On re-examination, she stated that, "court exhibit sale agreement 10.7.2009 1st defendant shows he owes me 461,427. Bank manager was his in law."

11. DW1 Francis Murithi Mbogori, the appellant herein and an electrician adopted his witness statement filed on 18/6/2016 as his evidence in chief. He stated that, "my motor vehicle was repossessed and I had defaulted in repayment on consolidated who financed. Defence exhibit 1 – letter of offer. Plaintiff knew the car had a loan when she bought the car. We went to 2nd defendant bank manager. He was Raphael Mutwiri. He told her to come with all the money or go to write an agreement which we did. Plaintiff was given the car by the banks credit manager. She was to pay 50,000 which she failed to do. The money vehicle had earlier been repossessed. She gave me 176,000. Defence exhibit 2: Receipt for 176,000. Joyce is still in possession of the motor vehicle to date. She claims I pay all the money she paid to the bank as I have no more. I pray for 50,000 and case be dismissed."

12. On cross examination by counsel for the 1st respondent, he stated that, "first agreement on 6.6.2008 I signed as the 4th party agreement by Kiautha, we marked as agreement for settlement of debt. I admitted owing 401,6777 owing to the plaintiff. The 2nd agreement shows I owed her 461,247 on 10.7.2008. The agreement of 6.2.2008 it was agreed plaintiff pay 788,407.5 with effect from 31.3.2009. She was to pay 208,344. I don't know if she was given a log book. Court exhibit 8 plaintiff was ready to pay 483,000. The manager did not call me. The log book is still in the bank."

13. On cross examination by counsel for the 2nd respondent, he stated that, "the bank helped me buy the motor vehicle. I signed documents. I applied through writing. I signed documents. I did not go to talk

to the manager. I used to get written statements court agreement dated 6.2.2009. The bank did not give me a balance statement. I don't have a bank document to this effect. In June 2009, the motor vehicle was repossessed by view line motor vehicle KAQ 952 E Mitsubishi FS. The balance the bank instructed him to recover 1,097,502.85 as of June 2009. The agreement did not cater for bank and other charges. The lorry ownership was in the names of myself and consolidated bank so bank was not a party to the agreements. Plaintiff opened to my other account and I was not to withdraw. I'm claiming 50,000 that is all."

14. On re-examination, he stated that, "The first agreement was because she was using the car. The next agreement was for car repairs. Total purchase price for the car was 1,299,834 1st defendant owed 461,427 and balance 788,407 was to be paid to the bank. Plaintiff was given the motor vehicle by the bank. That's all."

15. DW2 Reuben Onsando from Nairobi working with the 2nd respondent as a recovery officer, testified that, "the plaintiff had no relationship with the bank. 1st defendant had an asset finance for 1.4 million and overdraft of 250,000. He had executed a letter of offer for the 1.4 million and it was 8.5 P.A flat rate....fee 2% default was 32% per month. He agreed to these terms. On 11.1.2007 it was signed its dated 5th January. It was produced as Defence exhibit 1. A chattels mortgage was prepared between the 2 defendants. The asset was purchased. It was Lorry KAQ 952 E in defendant's joint names. The delegations of the borrower briefly was to service the loan monthly approximately 50,000 per month thereafter the log book would be released to him on full payment. The customer could not lease or sell to a 3rd party as it was for his own use. Defence exhibit 1 and chattels mortgage at clauses 4(e) (g) pages 4 and 5 which pass. Sale/disposal of chattel. Defence exhibit 3. Chattels Mortgage it was duly registered. The logbook was in joint names of the defendants. Defence exhibit 4: Log book. Defence exhibit 5: Memo of documents of security. 1st defendant had an account with us current with overdraft, loan account and arrears account which is the saving account where funds to service loan are deposited. On 6.6.2008 the arrears account was in force. Plaintiff exhibit 1 sale agreement for the executed on 6.6.2008. the 1st defendant undertook to surrender the asset. We are not parties and he was in breach with our contract. The arrears account shows a deposit of 20,000 while arrears of 17,786.95. The plaintiff claimed to have deposited 360,000 was not made in one payment but in a periodic manner. The period on 6.2.2009 is captured in the arrears account. A credit of 208,354 was made in the arrears account was regularized but it never cleared the debt but reduced the loan balance which was 536,177.75 as per the loan account, 209/20 debit in arrears account as at 28.2.2009, overdraft account was 601,650/03 owed to the bank totaling to 1,139,836/98. Plaintiff exhibit 8 letter by plaintiff to bank stating terms of sale agreement of 6.6.2008 and directing the bank to debit her account with shs. 493,843/25 and credit the same to 1st defendant. This was to take effect on 6.4.2009. She requested for the log book. As at that date 1st defendant arrears account was 505,575 debt loan, and 4489843/05 debt overdraft, 554,150/03 debit totaling over 1m due on 30.4.2009. She indicates she paid a substantial sum without details. We could only release the log book to our customer the 1st defendant. The 1st defendant never cleared the liability and the loan was growing and asset was depreciating. In 2015 we wrote off the loan as a loan. Defence exhibit 6 (a) Arrears account (b) Asset finance (loan account) (c) Overdraft account. The plaintiff's statement that she cleared the loan is not true. She could only get the log book if we held an auction to dispose off the asset."

16. On cross examination by counsel for the 1st respondent, he stated that, "1st defendant loan was serviced through the arrears account. Overdraft its one current account not arrears. Arrears account open for a loan. The chattels mortgage cannot include the overdraft, it's in the offer letter. The bank was not involved in the sale agreement. We could not claim any money paid to him by the plaintiff."

17. On cross examination by counsel for the appellant, he stated that, "I don't know if the lorry was repossessed in 2009. The bank does not care who deposits the money it only credits the money to account. Communication must be in writing and if it's not written it did not happen, thus if the branch manager gave verbal agreement it was void."

18. On re-examination, he stated that, "all comes providence must be in writing for posterity purposes. That is all."

The Appeal

19. On appeal, the appellant filed his memorandum of appeal on 14/1/2019 setting out 4 grounds of appeal as follows:

    a. The learned chief magistrate erred in law and fact by failing to find that by agreement dated 06.06.2008 the 1st respondent took delivery of the lorry Reg. No. KAQ 952 E which she bargained for and to date of the said judgment she had its possession.

    b. Though 2nd respondent indicated that appellant had bought that lorry on hire purchase from it and had not finished repaying the purchase price, and as such appellant could not have purported to sell it, the learned chief magistrate erred in law and fact in failing to appreciate that 2nd respondent relinquished their claim of the same lorry and wrote off the debt owed in connection with that lorry as evidence by 2nd respondent witness DW2.

    c. The learned chief magistrate erred in law and fact in failing to find that though the 2nd respondent denied and in fact was not a party to the sale agreement dated 06.06.2008, both the appellant and the 1st respondent indicated that they had approached the 2nd respondent then Meru Branch Manager, Mr. Mutwiri, who advised them to have written sale agreement.

    d. The learned chief magistrate erred in law and fact in holding that the sale agreement dated 06.06.2008 was void ab initio and failed to find there was no way she could reinstate both parties in position they were before that sale agreement and ordered the appellant to pay the 1st respondent Ksh.401,177 and she has possession of the motor vehicle which she wanted to buy and none is now claiming it from her.

Submissions

20. The appellant, the 1st respondent and the 2nd respondent filed their submissions to the appeal on 8/12/2021, 14/12/2021 and 8/11/2021 respectively. The appellant accused the 2nd respondent of frustrating the execution of a valid agreement between him and the 1st respondent, when it declined to heed to the 1st respondent's instructions to transfer money from her account into the appellant's loan account. He relied on the Court of Appeal case of *Margaret Njeri Muiruri v Bank of Baroda* (2014)eKR where it was held that, "it is not for the court to rewrite a contract for the parties." He prayed the court to reverse the trial court's decision by compelling the 2nd respondent to accept repayment of the loan by the 1st respondent.

21. The 1st respondent submitted that courts had no business re-writing agreement between parties and parties were bound by their pleadings, as was held in *Mohamed Muin Ahma Malik v Joseph Muiruri Githogo* (2016) eKLR and *Daniel Otieno Migore v South Nyanza Sugar Co. Ltd* (2018) eKLR. She submitted that since the 2nd respondent had written off the loan as a loss, it was estopped from raising the issue of unpaid loan and the properties given as security for the said loan. She submitted that since

the 2nd respondent had not counterclaimed against her for repayment of the loan due to it (if any) and for the requisite remedy if any against the appellant, the appeal was without merit.

22. The 2nd respondent submitted that the appellant remains indebted to it and the 2nd respondent is at liberty to enforce its right to recover the debt any time an opportunity arises, as writing off a debt does not vanquish a legitimate claim a creditor has against its debtor. To buttress that argument, it relied on the Court of Appeal case of *Nicholas Mahihu Muriithi v Barclays Bank of Kenya Limited* (2018) eKLR and *Mohamed Gulam Hussein Farzal Karmali & 2 others v C.F.C Bank Limited & another* (2006) eKLR. It submitted that since there was no contractual relationship between the 1st respondent and itself, there were no rights and obligations that existed between the 1st respondent and itself, and relied on the Court of Appeal case of *Savings & Loan(K) Limited v Kanyenje Karangaita Gakombe & another* (2015) eKLR, *Innercity Properties Limited v Housing Finance & 3 others*(2020) eKLR and *Monica Waruguru Kamau & anor v Innercity Properties Ltd* (2020) eKLR. It commended the trial court for rightly finding that there existed no case against it and there existed a legitimate claim between the appellant and the 1st respondent, and urged the court to dismiss the appeal against it with costs.

Analysis and determination

23. The issues for determination are whether there existed a valid agreement between the appellant and the 1st respondent, whose existence the 2nd respondent was aware of, and whether by writing off the appellant's debt, the 2nd respondent relinquished its claim against the subject motor vehicle.

24. The undisputed facts are that the appellant purchased the subject motor vehicle through asset financing facility from the 2nd respondent. The subject motor vehicle was duly registered in the joint names of the appellant and the 2nd respondent and the original log book and other documents were deposited with the 2nd respondent. On 11/7/2007, the appellant executed a memorandum of deposit of documents and a chattels mortgage dated 29/1/2007 which was duly registered. Subsequently, the appellant defaulted in repayment of the loan facility by the agreed installments which prompted the 2nd respondent to repossess the motor vehicle. The appellant then approached the 1st respondent to bail him out from his indebtedness to the 2nd respondent. They executed a sale agreement where it was mutually agreed that the 1st respondent would offset the loan balance, exclusive of bank and other charges, on behalf of the appellant who would reciprocally sell to her the subject motor vehicle. The 1st respondent embarked on repayment of the loan on behalf of the appellant, by making various deposits into the appellant's loan account. The 1st respondent also paid Ksh.6,691 to CMC Motor Group, being storage charges for the motor vehicle and it was released to her for use. Trouble began when the 1st respondent "wrote to the bank 7/4/2009 which I agreed and said I was ready to pay 493,823/20 to clear the debt.....but they refused to take the money." When the bank refused to take the money alleging that the appellant had no authority to sell the subject motor vehicle, the 1st respondent had no choice but to go home with her money, and commence this proceedings.

25. According to the appellant, he and the 1st respondent "...went to 2nd defendant bank manager. He was Raphael Mutwiri. He told her to come with all the money or go to write an agreement which we did. Plaintiff was given the car by the banks credit manager. She was to pay 50,000 which she failed to do. The money vehicle had earlier been repossessed. She gave me 176,000. Defence exhibit 2: Receipt for 176,000. Joyce is still in possession of the motor vehicle to date."

26. DW2 testified that, the delegations of the borrower briefly was to service the loan monthly approximately 50,000 per month thereafter the log book would be released to him on full payment."

27. The 2nd respondent, in its defence, contends that it declined to act on the 1st respondent's instructions to transfer Ksh. 493,843/25 to the appellant's loan account because, the 1st respondent wanted the security documents to be released to her.

28. It is trite law that contracts only affect parties to them as was held by the Court of Appeal in *Agriculture Finance Corporation v Lengetia Ltd & Jack Mwangi* [1985] eKLR (Hancox, Nyarangi JJA & Platt Ag JA) that, "As a general rule, a contract affects only the parties to it, and cannot be enforced by or against a person who is not a party, even if a contract is made for his benefit and purports to give him a right to sue or to make it liable upon it."

29. The appellant acknowledged that he had defaulted in repayment of the loan and he indeed admitted his indebtedness to the bank when he stated that, ""my motor vehicle was repossessed and I had defaulted in repayment on consolidated who financed."

30. The 1st respondent readily agreed that she knew that the original log book was in the 2nd respondent's custody and that the 2nd respondent was not a party to the sale agreement. When cross examined by counsel for the appellant, she stated that, "The log book was with the bank as security."

31. When she was cross examined by counsel for the 2nd respondent, she stated that, "I knew the log book was in the bank for joint registration in the 2nd defendant's names. When we were drafting the agreement, I did not include the bank in the agreements. I do not have a letter of authority by the bank to enter into agreement. The sale is for the 4 of us and consolidated bank was not a party in all the agreements."

32. The appellant testified that, "plaintiff knew the car had a loan when she bought the car."

33. In *Innercity Properties Limited v Housing Finance & another ; Josephine Mukuhi & another (Interested Parties)* [2020] eKLR (D. S. Majanja J) observed thus, "The interested parties' case is that they purchased their apartments from the plaintiff and that they have paid the purchase price and are in possession thereof. Quite apart from the fact they do not have any claim to be litigated against the defendants which would entitle them to an injunction, they have not shown that they have a legal claim against the Bank. Since the Bank is the Chargee, it must give its consent to the plaintiff to sell the property. The interested parties have not shown that they received the Bank's consent to the purchase the apartments or that they paid the Bank any money."

34. With the admitted indebtedness by the appellant to the 2nd respondent, and the admitted knowledge by the 1st respondent of the joint ownership of the subject motor vehicle by the appellant and the 2nd respondent, this court finds that the purported sale agreement of the subject motor vehicle between the appellant and the 1st respondent was void ab initio, because the consent of the 2nd respondent, which was a co-owner of the subject motor vehicle, was not sought and/or granted prior to the execution of the said agreement. If this court were to compel the 2nd respondent to release to the 1st respondent the original log book and the duly executed transfer form in her favour, then the 2nd respondent would continue to be kept away from its money duly owed to it by the appellant.

35. I respectfully agree with the trial court in its judgment that, "Looking at the agreement, it is clear that the same was void ab initio. The 1st defendant had no business whatsoever re-loaning the motor vehicle knowing very well he was bound by the chattels mortgage he had signed with the 2nd defendant. It is correct the 2nd defendant has no business being enjoined in this suit. Nor was he at liberty to release the log book to the plaintiff as demanded while the loan was still outstanding. It is trite law that ignorance of the law is no defence, and the plaintiff cannot purport to have thought she entered into a binding agreement to buy a vehicle that was already financed and held as security."

36. On the second issue of the effect of a write-off, the Court of Appeal in *Nicholas Mahihu Muriithi v Barclays Bank Kenya Limited* [2018] eKLR (Musinga, Ouko, Kiage JJ.A) pronounced itself on this issue as follows:

> " From the evidence presented by the respondent in the form of the Central Bank of Kenya Prudential Guidelines, we are indeed persuaded that in banking terms, debts are classified into categories depending on their performance. They are either: normal debts, watch debts, substandard debts, doubtful debts or loss. The latter, in which the appellant's debt fell, constitutes, as the name implies, a loss to the bank, which are considered uncollectible or of such little value that their continued recognition as assets is of no use to the bank. Because the debt in this dispute was a loss to the respondent, at that stage it wrote it off. Was the appellant absolved from his obligation under the charge or loan agreement? A bad debt that has been written -off does not suggest the absence of a legitimate claim against the debtor whose debt is being written-off. It is done for purposes of taxation and bookkeeping and only if there are no or only slim chances of recovering the debt. See Mohammed Gulamhussein Farzal Karmali and Another V C.F.C. Bank Limited and Another (2006) eKLR. But if the debtor's financial status improves, nothing stops the creditor from pursuing and recovering the debt.
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> The Supreme Court of India in Salim Akbarali Nanji V Union Of India & Ors , Civil Appeal No. 6715 of 2004 has explained this banking concept thus:
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> > "It is no doubt true that amounts advanced by banks must be recovered. Such debts should not be permitted to become none (sic)-performing assets. However, one cannot lose sight of the realities of the situation. Having regard to the nature of banking business, it is possible that the bank may commit an error of judgment in advancing funds to a particular party or industry.....The write off is only an internal accounting procedure to clean up the balance sheet and it does not affect the right of the creditor to proceed against the borrower to realise the dues."
>
> It follows therefore that by writing- off the debt owed to it by the appellant, the respondent did not absolve the former from liability and the respondent was not barred from following up recoveries."

37. This court finds that the 2nd respondent's write off of the appellant's debt did not either affect its right to recover the same or absolve the appellant from liability.

38. The 1st respondent testified that she paid the appellant the sum of Ksh.50,000 in cash, although she was not given a receipt. This court takes that as proof on a balance of probabilities that the said sum was duly paid to the appellant.

39. The upshot from the foregoing analysis is that the appeal is wholly without merit and it is accordingly dismissed. The trial court in its judgment allowed the 1st respondent's claim in whole. That in essence allowed the 1st respondent to have both possession and ownership of the subject motor vehicle and still get a refund of her money.

Orders

40. Accordingly, for the reason set out above, the court finds no merit in the appeal and it is dismissed.

41. The respondents shall have the costs of the appeal.

Order accordingly.

DATED AND DELIVERED ON THIS 30TH DAY OF JUNE, 2022

EDWARD M. MURIITHI

JUDGE

Appearances:

M/S Mwenda Kaumbuthu & CO. Advocates for the Appellant.

M/S Mwirigi Kaburu & Co. Advocates for the 1st Respondent.

M/S Wambugu & Muriuki Advocates for 2nd Respondent.