



Salaries and Remuneration Commission v AON Kenya Limited Trading as AON Heiwitt International & 2 others (Miscellaneous Application E1138 of 2020) [2022] KEHC 16101 (KLR) (Commercial and Tax) (24 November 2022) (Ruling)

Neutral citation: [2022] KEHC 16101 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)**

COMMERCIAL AND TAX

MISCELLANEOUS APPLICATION E1138 OF 2020

WA OKWANY, J

NOVEMBER 24, 2022

BETWEEN

SALARIES AND REMUNERATION COMMISSION APPLICANT

AND

AON KENYA LIMITED TRADING AS AON HEIWITT INTERNATIONAL 1ST RESPONDENT

PARKER RANDALL CONSULTING EAST AFRICA LIMITED 2ND RESPONDENT

MUCMAR MANAGEMENT CONCEPTS LIMITED 3RD RESPONDENT

RULING

Background

1. On or about March 7, 2016, the applicant invited eligible consultants to respond to a request for proposals (RFP) for tender NoSRC/RFP/PJE/03/2015-2016 for consultancy to undertake job evaluation for jobs in the public service (SRC/7/2016-Research institutions, public universities and Tertiary education institutions sector), the parties herein thereafter signed a contract on May 17, 2016.
2. The Respondents commenced the work pursuant to section 151(1) of the *Public Procurement and Asset Disposal Act* 2015. The Applicant’s accounting officer appointed a Contract Implementation Team (CIT) to work with the Respondents Project Management Officer (PMO) to manage contract 1 and contract 2, which were two separate contracts to be managed independently,
3. On May 24, 2016, the Claimants held a meeting with the Respondent to discuss and operationalize the contracts. The Claimants raised concern on the number of institutions to be covered in Contract 1,



4. On May 26, 2016, the Claimants wrote to the Respondent requesting for a Variation of the Contract 1 price since there was an increase in the scope of works from the envisaged 45 institutions estimated in the tender document to 150 institutions. The Respondent responded vide their letter dated May 30, 2016.
5. The Respondent's submitted their Concept paper, Inception report and Job Evaluation Handbook on June 16, 2016. The Respondents reviewed the documents and observed that there were shortcomings that needed to be addressed and the same was shared with the Claimants.
6. The parties herein thereafter exchanged correspondence over a wide array of concerns in the implementation of the contract including the changes in the staff for job evaluation project, which the Respondents alleged, was a material deviation from the Claimants' technical bid, the main basis on which the Respondent evaluated the Claimants bid favorably.
7. The parties were unable to resolve their differences amicably and on August 17, 2016, the Respondent's Procurement department terminated the contracts by a written notice.
8. The 1st, 2nd and 3rd Respondents commenced Arbitral proceedings against the Applicant before the Arbitral Tribunal of Charles Kanjama Esq. After considering the parties' pleadings, the evidence and the submissions, the Arbitrator made his decision vide a Final Arbitral Award dated July 28, 2020 in favor of the Respondents who were the Claimants before the Arbitral Tribunal.
9. The Arbitrator's ruling precipitated the filing of the application dated October 12, 2020 which is the subject of this ruling. In the said application, the Applicant, who was the Respondent before the Tribunal, seeks orders to set aside the Arbitral Award dated and published on July 28, 2020. The Applicant also seeks the costs of the Application.
10. The application is supported by the affidavit of the Commission Secretary Ms Ann Gitau, and is premised on the grounds that: -
 - i. The learned Arbitrator acted in excess of his jurisdiction and/or powers by making an award which award was not contemplated by the parties in the Contracts between the Applicant and the Respondents.
 - ii. The Arbitral Award is contrary to the public policy of Kenya as the Award sanctions payment from public funds for work not done by the Respondents.
 - iii. The Arbitral Award is contrary to public policy of Kenya as the same sanctions payment from public funds for work which was not satisfactorily performed by the Respondents.
11. The 1st and 2nd Respondents opposed the application through the Replying Affidavit sworn by the 1st Respondent's Manager and Head of Legal Services Ms Rachael Mwenda who states that the Arbitrator considered all the matters before him and concluded as follows:-

“3.4111 I am therefore guided by Clause 5(B) of the Project Administration which speaks on the Reports as follows:

The Reports listed in Appendix C "Consultants Reporting Obligations" shall be submitted in the course of the assignment and will in addition to the Reports set out in Clause 4B constitute the basis for the payments to be made under Clause 4. The Client shall give feedback on all Reports within 30 working days from the Submission date. If there is no feedback from the Client within 30 working days, the Consultant shall consider the Report as final.



3.4.112 Failure to give feedback on the re-submitted documents was a breach on the Respondent's part and I agree with the Claimants that failure to give feedback signified that work was completed.”

12. The 2nd and 3rd Respondents contend that the moment the Applicant failed to give a feedback on the re-submitted documents, the Reports and documents were final and satisfactory. According to the Respondents, it is plain and obvious that the issues raised in the present application are substantially similar to the matters raised before the Arbitral Tribunal. They state that this application is an attempt to clothe the court with appellate jurisdiction against the decision of the Arbitral Tribunal, which jurisdiction is non-existent.
13. The respondents maintain that the Arbitrator arrived at the correct verdict in finding that they had substantially performed specified obligations up to the termination date as per the contracts and are entitled to compensation for work done and services rendered to the respondent.
14. It was the respondents' case that the purported termination by the Applicant amounted to breach of contract and that the Respondents were entitled to full pay for the services rendered.
15. The 3rd Respondent opposed the application through the Grounds of Opposition dated December 17, 2020 wherein it sets out the following grounds: -
 1. The true essence of the Application is an Appeal against the Award disguised as an Application to set aside.
 2. The Court lacks jurisdiction to hear an Appeal over an Arbitral Award.
 3. The Application goes contrary to the Policy and Laws requiring finality of Arbitral Awards.
 4. There is no demonstration whatsoever and no particulars given on how the Arbitrator exceeded his jurisdiction.
 5. The Award issued conformed with the Law.
 6. The Applicant seeks to have the Court re-examine matters of fact which the Court lacks jurisdiction to.
 7. The Applicant contradicts itself when on one hand it alleges that payment sought is for work not done whereas at Paragraphs 7 and 8 of its supporting Affidavit, it acknowledges that indeed some work was done.
 8. The Arbitrator was in order to award compensation on the basis of quantum meruit.
 9. The Application is an extension of the Applicant's stance where it is acting under the mantra "can't pay, won't pay"
 10. The Arbitrator contrary to the assertion of the Applicant did not at any time hold that the work done by the Respondent was unsatisfactory.
16. Parties canvassed the application by way of written submissions which I have considered. The issues for determination are as follows:-
 - i. Whether this Court has jurisdiction to interfere with the Arbitral Award.
 - ii. Whether the learned arbitrator acted in excess of his jurisdiction and/or powers by making an award which was not contemplated by parties in the contract.



- iii. Whether the arbitral award is contrary to the public policy of Kenya.

Jurisdiction and Finality of Arbitral Awards

17. The court's jurisdiction to set aside arbitral awards is provided for under Section 35 (1) and (2) of the *Arbitration Act* (hereinafter, "the Act") as follows:-
 1. Recourse to the High Court against an arbitral award may be made only by an application for setting aside the award under subsections (2) and (3).
 2. An arbitral award may be set aside by the High Court only if—
 - (a) the party making the application furnishes proof—
 - i. that a party to the arbitration agreement was under some incapacity; or
 - ii. the arbitration agreement is not valid under the law to which the parties have subjected it or, failing any indication of that law, the laws of Kenya; or
 - iii. the party making the application was not given proper notice of the appointment of an arbitrator or of the arbitral proceedings or was otherwise unable to present his case; or
 - iv. the arbitral award deals with a dispute not contemplated by or not falling within the terms of the reference to arbitration or contains decisions on matters beyond the scope of the reference to arbitration, provided that if the decisions on matters referred to arbitration can be separated from those not so referred, only that part of the arbitral award which contains decisions on matters not referred to arbitration may be set aside; or
 - v. the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, unless that agreement was in conflict with a provision of this Act from which the parties cannot derogate; or failing such agreement, was not in accordance with this Act; or
 - vi. the making of the award was induced or affected by fraud, bribery, undue influence or corruption;
 - (b) the High Court finds that—
 - i. the subject-matter of the dispute is not capable of settlement by arbitration under the law of Kenya; or
 - ii. the award is in conflict with the public policy of Kenya.
18. The parties were in agreement that Section 35 of the *Arbitration Act* gives this Court the mandate to set aside arbitral award as long as the Applicant satisfies the Conditions set therein. The applicant argued that it satisfied the conditions set out in the said section as its application is based on the ground that the Arbitrator acted in excess of his jurisdiction by making an award that was not contemplated by the parties in their Contract. According to the Applicant, the Arbitrator dealt with a dispute not contemplated by or not falling within the terms of the reference to arbitration. It was therefore the applicant's case that the Arbitrator acted in excess of his jurisdiction as follows:-



- i. The Arbitrator made an error in assessing the Value Of the work done by the Applicant and imposed a methodology of "percentage of completion of works" to assess the value of work done which criteria was not disclosed in awarding compensation for work done and unpaid;
 - ii. The Learned Arbitrator made a finding that the work done by the Respondents was not satisfactory, but he still went ahead and awarded the Respondents amount for which works were done unsatisfactorily;
 - iii. The Learned Arbitrator made a finding that breach of the contracts by the Respondents affected the quality of work submitted by the respondents. In Paragraph (page 19) of the Award, the Arbitrator concluded thus: "I am more persuaded by the evidence of the Respondent and agree that the Claimant breached the terms of the contracts by replacing personnel without written approval from the Respondent. It is also clear that the change in personnel subsequently affected the quality of work submitted by the Claimants" but nevertheless went ahead to award the Respondents;
 - iv. Further, the Learned Arbitrator, after analyzing the evidence presented before him, reached a conclusion that the absence of experts during trainings affected the quality of work. In paragraph 3.4.104 (page 24) of the Award, the Learned Arbitrator made a finding thus: "I will in this regard and that the absence of the required experts during the trainings affected their quality. The trainings were therefore partially and not fully consistent with the contractual Obligations"
 - v. The contracts did not contemplate payment for work which was not satisfactorily performed as provided for in Clause 15.3 (a) Of the Contracts which expressly states that payment should be made for work which is satisfactorily done. The clause provides thus: "Upon termination of the Contract pursuant to clauses 15.1 or 15.2, the client shall make the following payment to the Consultant: - (b) fees for services satisfactorily performed prior to the effective date of termination. The Applicant herein vide letter dated 22M July 2016 to notify the Respondent of the performance shortcomings for both contracts that required remedy within 14 days which never happened hence the termination of the Contract.
19. The Applicant faulted the Arbitrator for going against the provisions of Section 29(5) Of the Arbitration Act which states that "In all cases, the arbitral tribunal shall decide in accordance with the terms of the particular contract and shall take into account the usages of the trade applicable to the particular transactions" whilst Clause 15.3 (a) of the Contract between the parties stipulates that upon termination of the contract payment shall be made for services satisfactorily performed.
20. It was submitted that despite the finding that the works were not satisfactorily performed, the Arbitrator went ahead to award compensation to the Respondents thus acting outside and beyond the jurisdiction conferred to him by the Contract. The Applicant faulted the Arbitrator for making an award in favour of the Respondent despite his own finding that the works were not done satisfactorily. It was further submitted that payment would only be done if the works performed are to the satisfaction of the Client.
21. On their part, the Respondents argued that the Application falls short of the threshold set under Section 35 (2)(a) of the Act and that there exists no evidence to support the grounds under Section 35 (2)(b). They contended that the Arbitrator the Arbitral Tribunal empirically tested the evidence that was presented by all the parties and was satisfied that the work was performed by the Respondent



pursuant to the contract awarded to it. Reliance was placed on the decision in [Kenya Tea Development Agency Ltd & Others v Savings Tea Brokers Ltd \[2015\] eKLR](#) where it was held:-

“...the jurisdiction of the Arbitrator is tethered by the arbitration agreement, reference and the law. The express words used in the arbitration agreement or as interpreted with reference to the subject matter of the contract will determine whether a claim is based on tort was contemplated by the agreement or falls within the terms or scope of the reference to arbitration. Even where general, broad, generous and elastic words are used in arbitration agreement or reference to arbitration, courts will still interpret them by reference to the subject matter of the contract...”

22. The issue that the court has to grapple with is whether the Arbitrator went beyond the scope of his mandate in determining the dispute. My understanding of the Applicant’s argument is the Arbitrator misconstrued/misinterpreted the terms of the parties’ agreement by making an award in favour of the Respondents yet he had not done the work satisfactorily.

23. Courts have held that the Arbitrator’s discretion as stipulated in the contract is not subject to replacement by the court’s jurisdiction. This is the position that was taken in the case of [Matrix Business Consultants Limited & 4 others v Safaricom Limited \[2020\] eKLR](#) where the court stated as follows on the interpretation of the contract by Arbitrator: -

“In my view the issue of termination notices, the manner of service and whether the termination was valid were matters entirely within the purview of the matters framed for determination by the Arbitrator and whether the Arbitrator misconstrued the provisions of agreements were matters for him to decide. In this respect I agree with the observation of Ransley J. in [Mabican Investments Limited & 3 others v Giovanni Gaidis & Others](#) NRB HC Misc Civil Application No 792 of 2004 [2002] eKLR where he held that a court will not interfere with the discretion of an arbitration even if it is apparently a misinterpretation of a contract, as this is the role of the Arbitrator. To interfere would place the court in the position of a court of appeal, which the whole intent of the Act is to avoid. The purpose of the Act is to bring finality to the disputes between the parties.”

24. Guided by the holding in the above cited case and the principle of finality of arbitral awards, I find that this court cannot be called upon to deliberate on the issue of whether or not the Arbitrator misinterpreted the terms of the contract in awarding compensation to the Respondents.

Public Policy

25. On public policy, the Applicant submitted that it is an Independent Commission established under Article 230 of the [Constitution](#) and Section 20 (1) of the [Salaries and Remuneration Commission Act](#) and further, that it gets its funding from the Government of Kenya through Parliamentary allocation. The Applicant argued that its funds, are by their very own nature, public funds as defined by Section 2 of the [Public Finance Management Act](#) and Section 2 of the [Exchequer and Audit Act](#).

26. According to the Applicant, public funds must be utilized prudently and in a responsible manner. It was submitted that the Award is in conflict with the public policy of Kenya for the following reasons:-

a. The Respondent/Applicant did not give approval for the variation of the contract price, the Award was beyond the prescribed limit and the Respondent failed to prove otherwise, thus, the Award was in conflict with public policy under Section 47 of the [Public Procurement and Disposal's Act](#) and Rule 31 of the [Public Procurement and Disposal Rules](#);



- b. At that point the Contractor ought to have halted the process awaiting the Respondent's approval. The Final Award is therefore contrary to Public Policy as it is contrary to and in conflict with mandatory statutory provision of Section 47 *Public Procurement and Disposal Act*; c, It amounts to unjust enrichment of the Respondent herein who breached their contractual obligations by under-performing/ unsatisfactorily performing and hence against public policy;
 - c. It allows the Respondent to ignore and escape its legal obligations under the Contract to perform to expected standard; e, It encourages a party to ignore its legal and contractual obligations with impunity and in fact rewards the same;
 - d. It is injurious to the national and economic interest of Kenya as it discourages the creation of a conducive environment for investment in Kenya;
 - e. The honorable Arbitrator admits in paragraph 53.25 that the Applicant herein incurred expenses in the form of trainings conducted and the incidental costs of transport and conference facilities, it thus only just that a party who incurs a costs on the account of another or in line of performance of an obligation on behalf of another should be compensated. It is against public policy and justice not to compensate such a party;
 - f. The Arbitrator does not give an account of how he arrives at the amount awarded to the Respondent herein or any supporting documents and/or site visits and only claims that the same is compensation for work and services rendered to the respondent
 - g. The arbitrator imposed methodology that was not disclosed to the parties during the conduct of the arbitration in arriving at the award to the Respondent or which the parties had no opportunity to provide any input on in relation to its correctness. The arbitrator failed to give reasons upon which his decision/award is based as required under Section 32(3) of the *Arbitration Act*. Reference was made to the decision;
 - h. The Award of Kshs 26,665,550.00 is injurious to the national and economic interests of Kenya as taxpayer funds will be used to settle the Award if it is not set aside and further since the work was not performed satisfactorily by the Respondent.
27. The Applicant cited the decision in *Glencore Grain Ltd v TSS Millers* 606 where it was held that: -
- “A contract or arbitral award will be against the public policy of Kenya in my view if it is immoral or illegal or that it would violate in clear unacceptable manner basic legal and/or moral principles or values in the Kenyan Society. It has been held that the word "illegal" here would hold a wider meaning than just "against the law". It would include contracts or contractual acts or awards which would offend conceptions of our justice in such a manner that enforcement thereof would stand to be offensive.”
28. The Applicant also cited the decision in the case of *Christ for all Nations v Apollo Insurance co Ltd* (2002) EA 366 where Ringera, J, (as he then was) considered the concept of public policy from the prism of Section 35 and held that: -
- “An award could be set aside under section 35(2) (b) (ii) Of the *Arbitration Act* as being inconsistent with the public policy of Kenya if it is shown that it was either (a) inconsistent with *the Constitution* or to other laws of Kenya, whether written or unwritten or (b) Inimical to the national interest of Kenya or (c) contrary to justice or morality.



29. The Respondents submitted that in order for the Applicant to succeed in setting aside the award on the basis that it is against public policy, it needed to show that the award is inconsistent with the Constitution or other laws of Kenya, whether written or unwritten or inimical to the national interest of Kenya or contrary to justice or morality. Reference was made to the decision in Mall Developers Limited v Postal Corporation of Kenya ML Misc No 26 of 2013 [2014] eKLR where it was held that: -
- “Public policy must have a connotation of national interest. It cannot mean fairness and justice where the claimant and Respondents are the only ones entitled to be affected by the decision of the Arbitrator.”
30. The Respondents argued that the Applicant did not demonstrate how the decision by the Arbitrator would negatively, affect, impact or infringe rights of 3rd parties and thus offend public policy. It was the Respondents’ case that public policy dictates that parties to a contract should honour their contractual obligations under the doctrine of *pancta sunt servanda*. They therefore contended that the Applicant’s contention that the settling the award will be injurious to national and economic interests as taxpayers’ funds will be used should not suffice as both parties voluntarily entered into the contract and agreed to be bound by any outcome of arbitration.
31. My finding is that the mere fact that the Applicant is a public body whose funds come from the public coffers does not preclude it from settling awards made against it by any Tribunal or court. I say so because Article 27 (1) and (2) of the Constitution provides for the equality of parties before the law. The said Article stipulates that:-
1. Every person is equal before the law and has the right to equal protection and equal benefit of the law;
 2. Equality includes the full and equal enjoyment of all rights and fundamental freedoms;
32. In Mall Developers Limited v Postal Corporation of Kenya (supra) the court observed that:-
- “Public policy must have a connotation of national interest. It cannot mean fairness and justice as was submitted by the parties herein as it was only the Claimant and the Respondent who were individuals entitled to be affected by the decision of the Arbitrator. They did not both demonstrate to this court how the decision by the Arbitrator would negatively affect, impact or infringe the rights of third parties and thus offend public policy.”
33. In Kenya Shell Limited v Kobil Petroleum Limited [2006] eKLR, the Court of Appeal, addressed the effect of section 35 of the Arbitration Act, as follows:-
- “An award could be set aside under section 35(2) (b) (ii) of the Arbitration Act as being inconsistent with the public policy of Kenya if it is shown that it was either (a) inconsistent with the Constitution or to other laws of Kenya, whether written or unwritten or (b) Inimical to the national interest of Kenya or (c) contrary to justice or morality.”
34. In Open Joint Stock Company Zambenzstony Technology v Gibb Africa Limited [2001] the court held as follows on public policy: -
- “I may perhaps add that public policy, in my view, generally refers to the set of stoic-cultural, legal political and economic values, norms and principles that are deemed so essential that no departure there from can be entertained. Public policy acts as a shield for safeguarding



the public good, upholding Justice and morality and preserving the deep rooted interest of a given society.”

35. From the holding in the above cited cases, it is clear that in order to prove that an award is against the public policy, the applicant has to demonstrate that it is inconsistent with the Constitution or any written law, inimical to the national interest of Kenya or contrary to justice and morality. My finding is that the mere fact that the Applicant disagrees with the findings of the Arbitrator on the issue of the performance of the contract does not mean that the resultant award is against policy. I find that the Applicant did not tender any evidence to show that the Arbitrator’s decision rises to the level of a violation of public policy so as to warrant the setting aside of the award. I further find that the mere fact that the applicant considers the Award to be for a large sum of money does not necessarily mean that the Respondents were not entitled to the amount awarded by the Arbitrator or that the award is against public policy.

36. It is to be noted that when parties agreed to subject the differences arising out of their agreement to arbitration, they were also aware of their duty to be bound by the outcome of the Arbitration process, the doctrine of finality of awards as stated at Section 10 of the Arbitration Act and the limited intervention that the courts have in respect to such awards. The Supreme Court rendered itself on the subject of finality of awards and the court’s limited role in the case of Geo Chem Middle East v Kenya Bureau of Standards (2020) eKLR as follows: -

“Having so stated, we must reiterate that arbitration is meant to expeditiously resolve commercial and other disputes where parties have submitted themselves to that dispute resolution mechanism. The role of Courts has been greatly diminished notwithstanding the narrow window created by Sections 35 and 39 of the Act. To expect arbitration disputes to follow the usual appeal mechanism in the judicial system to the very end would sound a death knell to the expected expedition in such matters and our decisions in Nyutu and Synergy should not be taken as stating anything to the contrary.”

37. It is also trite that justice cuts both ways and in the instant case, it could as well have been the Applicant coming out victorious in the Arbitration. In my considered view, the challenge on the Award made by the Applicant herein is clearly on issues that fall within the purview of an appeal and not the setting aside of an award that is limited to the narrow confines of circumstances highlighted in Section 35 of the Arbitration Act. I am reminded of the wise words of Ringera J. (as he then was) in Christ for All Nations (supra) where he stated that: -

“Justice is a double edged sword. It sometimes cuts the plaintiff and at other times the defendant. Each of them must be prepared to bear the pain of justice’s cut with fortitude and without condemning the law’s justice as unjust...in my judgment this is a perfect case of a suitor who strongly believed that the arbitrator was wrong in law and sought to overturn the award by invoking the most elastic of grounds for doing so. He must be told clearly that an error of fact or law or mixed fact and law or of construction of a statute or contract on the part of the arbitrator cannot by any stretch of legal imagination be said to be inconsistent with the public policy of Kenya. On the contrary, the public policy of Kenya leans towards finality of arbitral awards and parties to arbitration must learn to accept awards, warts and all, subject only to the right of challenge within the narrow confines of Section 35 of the Arbitration Act.”



38. Rtd. Chief Justice DK Maraga amplified the above position in his dissenting opinion in *Synergy Industrial Credit Limited v Cape Holdings Limited [2019] eKLR* where he stated that:-

Awards should be impervious to court intervention as a matter of public policy. Unwarranted judicial review of arbitral proceedings will simply defeat the object of the *Arbitration Act*. The role of courts should therefore be merely facilitative otherwise excessive judicial interference with awards will not only be a paralyzing blow to the healthy functioning of arbitration in this country but will also be a clear negation of the legislative intent of the *Arbitration Act*.

In commercial transactions, disputes are often about money, and more often than not, large sums of money. “[A]nd where money is concerned there are not many good losers...” In an adversarial system as ours, to open unwarranted doors to court intervention in arbitral proceedings, as the Singaporean Court of Appeal observed in the case of *AKN & Another v ALC and Others* and other appeals (supra) “through the ingenuity of counsel,” we shall have appeals on literally all issues “disguised and presented as ... challenge[s] to process failures during the arbitration.” And we know what that means: arbitral awards or decisions on them shall be subject to court challenges on every issue. Arbitration will therefore be an extra cog in the gears of access to justice through litigation or “a precursor to litigation.” By the time the court determines the issue, the matter will have dragged in court for years. Arbitrations will thus prolong dispute resolution and be self-defeating. In such a scenario, it would be more efficacious to abandon arbitration altogether and litigate all disputes in courts of law.”

39. I need not belabor the point concerning the court’s restricted role in arbitral awards in this ruling but hasten to say that having regard to the findings and observations that I have made in this ruling, I find that the application dated October 12, 2020 is not merited and I therefore dismiss it with no orders as to costs.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 24TH DAY OF NOVEMBER 2022.

W A OKWANY

JUDGE

In the presence of: -

Mr. Shago for Mumbo for applicant.

Ms Kiiru for Thuita for 1st respondent.

Mr Maruti for 3rd respondent.

Ms Wambu for Kanjama for 2nd respondent

Court Assistant- Sylvia

MISCELLANEOUS APPLICATION No E1138 OF 2020	0
---	---

