REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

AT MALINDI

CIVIL SUIT NUMBER 3 OF 2018

FAST TRACK

MOTION CITY LTD.....PLAINTIFF/RESPONDENT

VERSUS

IDB CAPITAL LTD.....1ST DEFENDANT/APPLICANT

NDUTUMI AUCTIONEERS.....2ND DEFENDANT/RESPONDENT

Coram: Hon. Justice R. Nyakundi

Otieno B. N. advocates for the Plaintiff/respondent

Kamotho Maiyo & Mbatia advocates for the 1st defendant/applicant

RULING

The applicant, **IDB Capital Limited**, by a notice of motion under certificate of urgency dated 07.07.2020 pursuant to Order 50 Rule 1 and Order 45 Rule 1 of the Civil Procedure Rules 2010, Article 159 (2) of the Constitution, Section 1A, 1B, 3, 3A, 63 (e), 80, 99 and 100 of the Civil Procedure Act seeks orders in terms of prayer No. (2), (3), (4), (5) and (6):-

1. Spent

2. That this Honorable Court be pleased to review, amend, vary and/or set aside the Ruling delivered on 15.10.2019.

3. That this Honorable Court be pleased to review, amend, vary and/or set aside the temporary order of injunction issued vide the Ruling delivered on 15.10.2019.

4. That this Honorable Court be pleased to issue directions on case conference to facilitate the expeditious hearing and determination of the main suit.

5. That this Honorable Court be pleased to grant such other or further order as it may deem just and expedient based on the special circumstances of this matter.

6. That the costs of this application provided for.

The notice of motion is based on the grounds (A) to (M) on the face of it as well as a supporting affidavit sworn on 07.07.2020 by one **Rebecca A. Kinyanjui** in her capacity as the Company Secretary and Head, Legal Department of the 1st defendant/applicant Company duly authorized and seized of the facts relating to this case on behalf of the company.

The Plaintiff/Respondent opposed the application through a Replying affidavit sworn on 28.07.2020 by **Samson Chome Ngallah** the Head of Operations of the respondent Company stating that the application lacked merit and is frivolous

Brief Facts

The plaintiff/respondent obtained two loans from the 1st defendant/applicant secured by two debentures over its moveable assets and a legal charge over L.R. No. Subdivision Number 725 (Original Number 162/2) of Section Number IV Mainland North, Kilifi and L.R. No. Subdivision Number 726 (Original Number 162/3) of Section Number IV Mainland North, Kilifi registered in the name of one of its directors and guarantors, **Fredrick Tsofa Mweni**. The plaintiff/respondent defaulted in the payment of the said loans at which point the 1st defendant/applicant seized and carted away the Plaintiff's goods of services and/ or trade, work objects and or machineries and equipment crippling its operations and occasioning it insurmountable loss. The 1st defendant/applicant herein also created a charge over the aforementioned plaintiff/respondent's parcels of land.

At that point the 1st defendant/applicant filed a notice of motion application seeking an injunction which upon an interparties hearing was granted by this court on 18.10.2018. However in a strange turn of events the orders issued by this court were never obeyed by the 1st defendant/applicant even after having been served.

plaintiff/respondent, again, on the 25th of April 2019 the plaintiff then filed another Notice of Motion application and this court in its ruling dated 15.10.2019 issued a temporary restraining order against the 1st Defendant/Applicant and urged them to obey the court's order dated 18.10.2018 and return the aforementioned tools of trade. The defendants then sought leave of this court to file an appeal against the orders issued on 18.10.2018, and amended it on in February 2019 but never filed the appeal to date.

The 1st defendant/applicant now comes before this court seeking review of the orders of this court citing Article 159 (2) of the Constitution, Sections 1A, 1B, 3A, 63 (e), 80, 99 and 100 of the Civil Procedure Act Cap 21 Laws of Kenya, Order 45 rules 1, 3 and Order 51 rule 10 (2) of the Civil Procedure Rules.

1st Defendant/Applicant's Written Submissions

The 1st defendant/applicant through counsel **Mr.Kabaru** in his submissions dated 20.07.2020 and filed on 23.07.2020, argued that Section 80 of the Civil Procedure Act (Cap 21, Laws of Kenya) gives this court the power to review its decision pursuant to its discretionary jurisdiction. Counsel also submitted that there were facts that had not been considered by this court when it delivered its ruling dated 15.10.2019.

Counsel submitted that the plaintiff/respondent had knowingly and of its own free violation, executed a Charge and Further Charge in favor of the Applicant wherein it conferred upon the Applicant the right to exercise Statutory power of sale over the charged securities in the event that it failed to honor its loan repayment obligations in order to settle the accrued arrears of the plaintiff/respondent to wit it had admitted to and issued cheques for the same which were dishonored on presentation for payment and that the plaintiff/respondent remains and continues to default on the said loan.

Counsel also submitted that the orders of this court dated **15.10.2019** had abated and that the plaintiff/respondent was in default by taking away the legal and contractual remedy conferred upon the Applicant for addressing the default as the order has annulled the sale of the charged property in order to remedy the respondent's default.

They submitted that the order dated 15.10.2019 exceeded the jurisdiction conferred by Section 104 of the Land Act No.6 of 2012 as a borrower who seeks to restrain a Chargee in the exercise of its Statutory Power of Sale must not be in default of its contractual obligation otherwise the court would be rewarding the borrower for its iniquitous behavior. They further submitted that where the borrower is not disputing the validity of the Charges and Debenture the court should not restrain the Chargee as in doing so the court would be rewarding the contract for parties. He submitted that the defendant's Statutory Power of Sale had already crystallised.

They further submitted that a Chargee will not be restrained from exercising its Statutory Power of Sale merely because the Borrower objects to the manner in which the sale is being arranged unless he pays the amount claimed. They also submitted that a Chargee will not be restrained merely because the borrower disputes the amount due. They submitted that the court had a duty to protect the financier from unscrupulous borrowers. They submitted that the order illegally and wrongfully diminished the sanctity of a valid commercial transaction to the detriment of the applicant. They submitted that the court has a constitutional obligation to facilitate the fulfilment of contractual obligations as a matter of good policy and that when a property is given as security for a loan it becomes a commodity for sale and is subject to sale in case of default.

For these submissions Counsel relied on the cases of **Samuel Kamau Macharia & Another v Kenya Commercial Bank Limited & 2 Others [2012] eKLR (SC Appl. No.2 of 2011)**, **Spero Holdings Limited v Co-operative Bank of Kenya Limited & Another [2016] eKLR (HCCC No.38 of 2016)**, **Elizabeth Wanjiku Kariungi v Equity Bank (Kenya) Limited [2017] eKLR (HCCC No.206 of 2017)**, **Wabwaka Trade Ltd v Diamond Trust Bank Ltd [2014] eKLR (ELC No.5 of 2013)**, **Kenya Commercial Bank Ltd v Pamela Akinyi Ochieng' (Civil Appeal No.114 of 1991)**, **Mrao Ltd v First American Bank of Kenya & 2 Others [2003] eKLR (CA No.39 of 2002)**, **Daima Bank Limited (In Liquidation) v David Musyimi Ndetei [2018] eKLR (Civil Appeal No.171 of 2010)**, **National Bank Limited v Anaj Warehousing Limited [2015] eKLR (SC. Pet. No.36 of 2014)**, **Jim Kennedy Kiriro v Equity Bank (K) Limited [2019] eKLR (HCCC No.47 of 2018)**, **Geoffrey Wahome Muotia v National Bank of Kenya [2019] eKLR (HCCC No.23 of 2015)**, and **African Highland Produce Limited v John Kisorio [2001] eKLR (CA No.264 of 1999)**.

Plaintiff/Respondent's Written Submissions

Mr. Otieno who appears for the plaintiff/respondent submitted that the defendants have deliberately failed to comply with the court orders issued for return of all the equipment and machines that they unlawfully took and or charted away from the applicant's premises. Counsel's contention is that by the disobedience of the court orders, respondent is in contempt calling for sanctions on the aforesaid orders issued on 18th October, 2018 and again on 15.10.2019. Counsel submitted that section 80 of the Civil Procedure Act and Order 45 Rule 1 of the Civil Procedure Rules embodied the legal principles on review of an order or decree and that the applicant must satisfy the following; there must be discovery of new and important matter which after exercise of due diligence was not within its knowledge, there was a mistake or error

apparent on the face of the record, any other sufficient reasons and application must have been made without undue delay.

Counsel further submitted that the grounds raised by the applicant were on fact grounds of appeal and not review and as such do not warrant the review of the said order. He submitted that the issues raised by the applicant had in fact already been exhaustively dealt with in the court's ruling dated 18.10.2018 and the applicant had not filed any appeal against the ruling. He urged this court to hold that the applicant had not met the threshold of set under the law to warrant a court to review its orders.

For these submissions counsel referred this court to the cases of **Francis Njoroge v Staphen Maina Kamore [2018] eKLR, Nasibwa Wakenya Moses v University of Nairobi [2019] eKLR** and **Kapsiran Clan v Kasagur Clan [2018] eKLR**.

Issues For Determination

On the face of the 1st Defendant/ Applicant notice of motion together with submissions by the respective counsel the following issues form subject matter of this application: -

1) ***Whether the conditions for reviewing of this court's ruling dated 15.10.2019 have been met by the applicant.***

2) ***Whether the Defendant/Applicant's Statutory Power of Sale has crystallized.***

Analysis And The Law

1) Whether the conditions for reviewing of this court's ruling dated 15.10.2019 have been met by the applicant.

I have considered the notice of motion, affidavits by the applicant and the respondent for and against grant of review, my task is to consider whether the applicant has satisfied the threshold set in the above authorities. Order 45, Rule 1(b) is clear that for the court to review its decision, certain requirements should be met. This section provides as follows:

> ***"(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) A party who is not appealing from a decree or order may apply for a review of judgment notwithstanding the pendency of an appeal by some other party except where the ground of such appeal is common to the applicant and the appellant, or when, being respondent, he can present to the appellate court the case on which he applies for the review."***

The aforesaid rule is based on section 80 of the Civil Procedure Act, Cap. 21 Laws of Kenya which states as follows:

> ***"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 judgment to the court which passed the decree or made the order, and the court may make such order thereon as it thinks fit.***

Under Section 80 of the Civil Procedure Act, the court has unfettered discretion to make such order as it thinks fit on sufficient reason being given for review of its decision which discretion should be exercised judiciously and not capriciously.

In the case of **Evan Bwire V Andrew Aginda Civil Appeal No. 147 of 2006 cited fin the case of Stephen Githua 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."***

Similarly, in the case of **Nyamogo & Nyamogo v Kogo (2001) EA 170 cited in Veleo (K) Limited** the court held as follows:

"An error apparent on the face of the record cannot be defined precisely or exhaustively, there being an element of undefinitiveness inherent in its very nature and it must be determined judicially on the facts of each case. There is a real distinction between a mere erroneous decision and an error apparent on the face of the record. Where an error on a substantial point of law stares one in the face and there could reasonably be no two opinions, a clear case of error apparent on the face of the record would be made out. An error which has to be established by a long drawn process of reasoning on points where there may conceivably be two opinions can hardly be said to be an error apparent on the face of the record. Again, if a view adopted by the court in the original record is a possible one, it cannot be an error apparent on the face of the record even though another view was possible. Mere error or wrong view is certainly no ground for review though it may be one for appeal"

Thirdly, the court has to consider if there is sufficient reason to review the court's earlier ruling. The applicants have not elaborated any sufficient reasons to warrant a review of the court's ruling. In the case of **Sadar Mohamed V Charan Singh and Another** it was held that

"Any other sufficient reason for the purposes of review refers to the grounds analogous to the other two (for example error apparent on the face of the record and discovery of new and important matter"

The fourth condition that the applicant has to satisfy under order 45 of the Civil Procedure Rules is whether the application has been made without undue delay. The Ruling sought to be reviewed was delivered in October 2018 and October 2019 whereas the application for review was made in July 2020. Whereas eight months appears not to be unreasonable, failure to explain the delay may nevertheless cause the delay to be construed as unreasonable. See the case of **Abdulrahman Hassan V National Bank of Kenya Ltd. The Applicant has not in the instant application explained the delay in filing for review.**

I have also carefully considered the submissions of the applicant and the respondent and do find any basis for the applicant's contention that the application is based on the fact that this court did not consider crucial evidence. Even if it were so, the same is not a ground for review but it is a ground for appeal as failure to analyze evidence is not a ground for review.

Furthermore the issues raised by the Applicant were extensively deliberated and determined by my brother the **Honourable Justice Korir** in the ruling dated 18.10.2018 as well as in my ruling dated 15.10.2019 and I do not see any mistake or error apparent on record in the said rulings. Whether the applicant shall suffer irreparable injury or will be highly prejudiced by the rulings is a matter for the Court of Appeal as it is clear that the applicant is dissatisfied with the decisions of this court and can only appeal against the decisions.

Additionally, the applicant raises issues already canvassed and determined in the previous two decisions of this court with no explanation as to why it has failed to obey any of the orders issued by this court. Moreover, the other issues canvassed by the applicant can be considered at the hearing of the main suit which neither party seems to be in a hurry to prosecute.

From the applicant's application, there is no new and important matter that could not be produced by the applicant at the time when the Ruling was made. Indeed, all the issues raised in the present application were same ones raised when the application was canvassed and upon which the court arrived at its ruling and which can still be dealt with at the hearing of the main suit.

The upshot is that I find that the Application has not met the threshold for review of this court's rulings dated 18.10.2018 and 15.10.2019.

2) Whether the Defendant/Applicant's Statutory Power of Sale has crystallized.

Secondly, the question is whether as correctly submitted by counsel for the applicant the exercise of the 1st defendant/applicant statutory power of sale had matured. On this issue I reiterate my earlier disposition in my ruling dated 15.10.2019.

It is not in dispute that the mortgage contract was only enforceable once the requisite statutory notice under Section 90 (1) of the Land Act to redeem the property must be complied with by the 1st Defendant as against the respondent and guarantors. This issue was extensively submitted by the applicant earlier on before my brother **Justice Korir** in October 2018 and again in my ruling in October 2019 and has been submitted as a ground in the instant application. The 1st defendant is yet to show that the statutory power of sale had arisen in its favor to put up the suit property for sale. The conduct of the 1st defendant falls squarely within the principles in the case of **Elizabeth Wambui Njuguna –vs- Housing Finance Co. of Kenya Ltd [2006] eKLR** where the court held that:

"…. the omission to serve a valid statutory notice is not an irregularity or impropriety to be remedied in damages. It is fundamental breach of the statute, which derogates from the chargor's equity of redemption."

By virtue of the fiduciary relationship between the mortgagee and mortgagor under Section 96 (2) of the Land Act there is mandatory notice of right of redemption which explicitly prohibit the purported sale and from effecting any transfer of the suit land. I again make reference to the importance of this provision to the principle articulated in the case of **Albert Mario Cordeiro & Another v Vishram Shamji [2015] eKLR** where the court rendered itself thus:

"Before exercising the power to sell the charged land, the charge shall serve on the charger a notice to sell in the prescribed form and shall not proceed to complete any contract for sale of the charged land until at least forty days have elapsed from the date of the date of the service of the notice to sell." Further in the case of Palmy Company Limited vs Consolidated Bank of Kenya [2014] eKLR that:

"As far as I am aware, this requirement of a notice to sell under Section 96(2) of the Land Act, and that the charge shall not proceed to complete any contract for sale of the charged land until at least forty days have elapsed from the date of the service of the notice to sell, are still points of judicial debate. Some courts have dealt with that requirement for instance in MALINDI ELC

COURT LAND CASE NO. 1'B' OF 2014 JOSIAH KAMANJANJENGA v HOUSING FINANCE CORPORATION OF KENYA & ANOTHER, Angote J. stated that: Having analyzed the chronology of events, I take the view that the auctioneer's fees is only payable once the bank gives to the auctioneer lawful instructions. Section 96 (2) of the Land Act stipulates that the bank cannot exercise its power to sell the charged property until at least 40 days have lapsed.

Although the mortgage debt remains unpaid there is no question that the outlined legal position sanctioned under Section 90(1) - 96 (2) of the Land Act 2012 was not followed by the 1st Defendant's bank. Its effect is to deprive the Plaintiff/Respondent its rights under the mortgage deed. It is trite, that the power of sale and appointment of an administrator are all powers converged on the 1st Defendant/Applicant and exercisable under the legal instrument but with notice or demand to the applicant. This validity and exercise of power by the 1st Defendant in accordance with the dictates of Law was not extensively ventilated in October 2018 before **Hon. Korir J** nor appropriately tested in the 2nd application but has been submitted in the instant application.

Further the circumstances of the company being placed under receivership or it is at the stage where the directors are still in control cannot be resolved by the conflict of evidence on affidavit by the claimants to the suit. On the issue of receivership what the Supreme Court said in **Samuel Kamau Macharia & Another vs Kenya Commercial Bank Ltd & 2 Others [2012] eKLR** while making reference to the case of **Omondi & Another v National Bank of Kenya & 2 Others [2001] KLR 579** equally applies to the applicant's case where it was held:

"A provision in a debenture empowering the receiver to bring an action in the name of the company who assets charged was merely an enabling provision, investing the receiver with a capacity to bring such an action, and did not divest the company's directors of their power to institute proceedings on behalf of the company provided that the proceedings did not interfere with the receiver's function of setting in the company's assets or prejudicially affect the debenture holder by impelling the assets."

Further

"And although it is true that the appointment of a receiver manager has the effect of rendering the board of directors functus officio, it does not destroy the corporate existence and personality of the company. That appointment makes the directors unable to act in the name of the company but, as I understand the law, it does not make them in their capacity as members equally disabled."

It is quite obvious from the facts of this case that there are serious issues that ought to be ventilated based on the proprietary interest of the suit property and the illegal manner the 1st Defendant/applicant has moved to exercise the statutory power of sale and that can only happen at the hearing of the main suit.

Finally, this application will be incomplete without mentioning the mandatory injunction issued by the court in very clear terms on 18.10.2018 and again confirmed on 15.10.2019 as follows:

"That an order of mandatory injunction is hereby issued compelling the 1st and 2nd Respondents to return all the equipment and machines that they unlawfully took and or charted away from the applicant's property namely;

- ***Wheel loader KHMA 996J***
- ***Nine (9) rails***
- ***Four (4) big cutting discs***
- ***Spanners and pliers***
- ***Hanger support rods among others"***

The Court of Appeal reiterated the principle that must be followed on the issue of mandatory injunction in **Kenya Breweries Ltd & Another v Washington O. Okeyo [2002] eKLR** held:

"A mandatory injunction can be granted on an interlocutory application as well as at the hearing, but in the absence of special circumstances, it will not normally be granted. However, if the case is clear and one which the court thinks ought to be decided at once or if the act done is a simple and summary one which can be easily remedied, or if the defendant attempted to steal a march on the plaintiff on a mandatory injunction will be granted on interlocutory application."

Applying these principles to this case a mandatory injunction was issued against the respondent to return equipment and machinery charted away from the applicant premises in their original condition in order prevent them from any intermeddling, alienation, wastage, transfer, assignment, sale or in any other way dealt to the detriment of the applicant.

From the record, it is well established that the defendants though ordered by a writ of mandatory injunction have continued to neglect and act in disobedience to satisfy the orders of the court. By the reason of wrongful detention and the seizure of equipment and machinery the applicants have suffered loss and damage and is unable to continue its operations to allow for repayment of the loan since the goods were seized from the period of the court order of 18th October 2018 are yet to be returned.

I am unable to agree with the view taken by the defence counsel that the reason on non-compliance was as a result of the applicant not also continuing to repay the loan instalment. Whatever might have been the case I reiterate that the original entry and the carrying away of the goods was found to be unlawful. I can find nowhere in the affidavit by the respondent proof by way of tangible evidence reasons for disobeying such a clear mandatory injunction to restore the particularized equipment and machinery to the applicants. I note that the

defendants have not complied with the orders to return the goods forcibly taken away from the premises of the plaintiff unlawfully.

The blatant conduct of disobedience of court orders should not go unpunished in a democratic and constitutional society which believes in the rule of law and fair administration of justice. In the case of **Teachers Service Commission v Kenya National Union of Teachers & 2 others I [2013] eKLR** is on point of this issue where the Judge held:

> ***"The reasons why courts will punish for contempt of court then is to safeguard the rule of law which is fundamental in the administration of justice. It has nothing to do with the integrity of the judiciary or the court or even the personal ego of the presiding judge. Neither is it about placating the applicant who moves the court by taking out contempt proceedings. It is about preserving and safeguard the rule of law."***

The maintenance of the rule of law is governed among others to preserve the integrity and sanctity of the court process. The breadth of the subject matter, was expounded in the persuasive case **Housen v Nikoaisen [2002] 2 SCR,** held that:

> ***"It is fundamental to the administration of justice that the authority of decisions be scrupulously respected by all courts upon which they are binding. Without this uniform and consistent adherence, the administration of justice becomes disordered, the law becomes uncertain, and the confidence of the public in it undermined. Nothing is more important than that the law as pronounced …. Should be accepted and applied as our tradition requires; and even at the risk of that fallibility to which all judges are liable, we must maintain the complete integrity of relationships between the courts."***

It was the 1st defendant's obligation to show that the mandatory order to return the equipment and machinery unlawful carried away has been complied with as the order was unconditional. To this court's dismay the same order has not been complied with and yet the Defendant's come before this court seeking to execute their Statutory Power of Sale while it is abundantly clear from the 1 st defendant/applicant's counsel that the existence of the mandatory order was within their knowledge to obey and fulfil its requirement but blatantly opted for disobedience.

This court doubts the appropriateness of such a blatant disobedience of court orders. In the persuasive case of **Elia Kundiona v the People [1993] ZR** the legal position on the rationale of punishing disobedience of court orders is well set out in line with the above cited case of **Housen (supra)** as follows:

> ***"Contempt of this kind are punished not for purpose of protecting the court as a whole or the individual Judge of the court from a repetition of attack but for protecting the public and especially those who either voluntarily or by compulsion are subject to the Jurisdiction of the court, they will view if the authority of the tribunal was undermined or impugned. It would not be a legitimate object of punishment for an aggrieved Judge to seek solely to vindicate his personal honor or sate his wrath. It is the public which must be protected against loss of confidence and respect of courts engendered by acts calculated to undermine authority as to expose the contempt … A Judge should act of his own motion only when it is urgent or imperative to act immediately. In all he should not take it upon himself to move. He should leave it to the Attorney General or to the other party aggrieved to make a motion in accordance with order 52 of the Supreme Court Rules. The reason is so that he should not appear to be both prosecutor and Judge for that is the role which does not become him well …."***

Against the background of issues raised by the applicant the status quo on the state of affairs during the period succeeding the lapse of the temporary orders of injunction must be weighed against the conduct of the respondent whose action may have disabled the operations of the company. The nature of the rights which the respondent asserts and the practical consequences of the plaintiff company being under receivership though it may sound a weak point this was sufficient to justify the granting of an interlocutory injunction. The applicant has also raised a serious and arguable case on the real risk of the assets charted away by the defendant which have not been returned since making of the order by the court.

I find the dillydallying of Counsel in this matter distasteful as the same has been in court since 2018 with one application after another over the same issues while failing to properly prosecute the main suit which will be able to determine all the issues raised.

Desposition

For the above reasons, I exercise discretion in favor of the respondent and extended the orders of injunction against the applicant for enforcement of the mortgage agreement.

For avoidance of doubt here are the orders of this court;

1. ***That parties shall take a date within 20 days of this ruling for case conferencing and hearing of the main suit.***

2. ***That the rest of the issue shall be raised and addressed during the hearing of this suit.***

3. ***That Costs of this application be in the course.***

DATED, SIGNED AND DELIVERED AT MALINDI THIS 22ND DAY OF MARCH 2021

.....

R. NYAKUNDI

JUDGE

NB: ***This Judgment is dispatched electronically to the respective emails of the advocates in the matter.***

info@otienobn.co.ke

info@kmlaw.co.ke