



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

AT BOMET

CIVIL APPEAL NO. 4 OF 2020

MICHAEL RONO.....APPELLANT

VERSUS

TIRGAGA TEA FACTORY LTD.....1ST RESPONDENT

KENYA TEA DEVELOPMENT AGENCY HOLDINGS LIMITED.....2ND RESPONDENT

(Being an Appeal from the Judgment of Hon. P. Achieng – Senior Principal Magistrate’s Court

Civil Suit Number 7 of 2019 delivered on 30th April 2020 by L.N KINIALE – Principal Magistrate)

MICHAEL RONO.....PLAINTIFF

VERSUS

TIRGAGA TEA FACTORY LTD.....1ST DEFENDANT

KENYA TEA DEVELOPMENT AGENCY HOLDINGS LIMITED.....2ND DEFENDANT

JUDGMENT

1. Judgment in the trial court was entered on 30th April 2020 where the court held that the Plaintiff’s claim could not succeed because there was no evidence to show that the Plaintiff procedurally registered additional tea bushes with the 1st Defendant besides the 875 which were duly registered. The court further held that the Plaintiff had failed to prove his case against the Defendants on a balance of probabilities and therefore dismissed his suit with costs.

2. Being dissatisfied with the Judgment and Decree, the Appellant vide a Memorandum of Appeal dated 28th May 2020 appealed to this court on the following grounds:-

(i) **THAT** the trial Magistrate erred on the burden of proof by failing to appreciate that the Appellant proved his case on a balance of probabilities.

(ii) **THAT** the trial Magistrate erred in failing to critically analyse the evidence consequently failed to weigh the Plaintiff’s case against that of the Defendants.

(iii) **THAT** the trial Magistrate erred in failing to take into account and in favour of the Appellant, the fact that the Defendants through DW 1 admitted as follows:-

(i) That the Defendants had failed to carry out tea census every five years after the last census/verification in the year 2009.

(ii) That it was possible that the Plaintiff increased his tea bushes over time.

(iv) **THAT** the trial Magistrate misdirected herself on the regulations governing the planting of tea bushes and registration of leases between a grower and other farmers, particularly when the Crops Act No. 16 of 2013 did not contain provisions governing leases of tea bushes unlike the former Tea Act Cap 343 which was repealed by the Crops Act.

(v) **THAT** further the trial Magistrate erred to take into account and in favour of the Appellant the fact that the form relating to leases and adopted as Defendants' evidence, was formulated during the month of December 2018 and could not therefore be taken in favour of the Respondents' case and against that of the Appellant.

(vi) **THAT** on the issue of falsification which is actually fraud of tea deliveries, the trial Magistrate failed to appreciate that the onus of proving the falsification fell upon the Respondents who failed to discharge the burden to the standard required in allegations of fraud in civil cases.

(vii) **THAT** the trial Magistrate erred in law in failing to make a finding on the Appellant's claim for damages.

(viii) **THAT** in the premises, the trial Magistrate misdirected herself on points of law and fact and consequently arrived at an erroneous decision.

3. The Appellant therefore prayed amongst others that the decision of the trial court be quashed and Judgment be entered in favour of the Appellant as prayed for in the Plaint.

4. The Appellant also filed a Supplementary Record of Appeal dated 26th January 2021 where he attached a copy of an advice slip issued by the 1st Defendant.

5. Being a first appellate court, this court has a duty to re-evaluate the evidence on record and arrive at its own conclusion. As stated by the Court of Appeal in **Okeno – Vs – Republic (1972) EA 32:-**

“An appellant is entitled to expect the evidence as a whole to be submitted to a fresh and exhaustive examination and to the appellant's court own decision on the evidence. The first appellate court must itself weigh conflicting evidence and draw its own conclusions. It is not the function of the first appellate court merely to scrutinize the evidence to see if there was some evidence to see if there was some evidence to support the lower court's findings and conclusions; it must make its own findings and conclusions. Only then can it decide whether the magistrate's findings can be supported. In doing so, it should make an allowance for the fact that the trial court has had the advantage of hearing and seeing the witnesses”

See also **Selle & Another Vs. Associated Motor Boat Co. Ltd and Others (1968) EA 123.**

The Plaintiff's case

6. Through the further Amended Plaint dated 4th July 2019, the Plaintiff prayed for Judgment against the Defendants for the sum of Kshs.3,452,092.80 being tea bonus for the financial year 2017/2018 and general damages for breach of contract.

7. It is the Plaintiff's case that he was a registered tea farmer who supplied tea leaves to the 1st Defendant. That in the financial year 2017/2018, the Plaintiff supplied tea leaves to the 1st Defendant and that the 1st Defendant is managed by the 2nd Defendant as its agent.

8. That in the fiscal year 2017/2018, the Plaintiff supplied green leaf with a net cumulative weight of 111,869.60 kilogrammes to the 1st Defendant. Thereafter, the 1st and 2nd Defendants issued the Plaintiff with Advice slips dated September 2018 showing the aforementioned cumulative weight and the tea bonus earning of Kshs.3,778,231.65 less bank loan of Kshs.326,138.85 thus remaining with Kshs.3,452,092.80 as the Plaintiff's rightful tea bonus. The Plaintiff avers that the 1st and 2nd Defendants have maliciously withheld the Plaintiff's bonus without any justifiable cause.

9. The Plaintiff claimed that he owns 6000 tea bushes planted in his two acre farm and has further leased 47,800 bushes from other farmers. The particulars of the farmers and tea bushes are listed in paragraph 6A of the Plaint. The Plaintiff averred that he entered into lease agreements with the listed farmers and the agreed rent was paid in cash. The Plaintiff further averred that the 1st Defendant had previously honoured and paid the Plaintiff's delivery of tea produce for the year 2015/2016 and 2016/2017.

10. The Plaintiff averred that the Defendants' claim of falsification of production of tea leaves was false, malicious and an afterthought. Further that the Defendants had declined to pay him his proceeds despite the fact that the same were delivered and appropriate entries made.

The Defendant's case

11. The Defendants' denied the Plaintiff's averments in the Plaint and stated that they invited the Plaintiff vide a letter dated 12th October 2018 to appear before the 1st Defendant's Management Committee on 24th October 2018 to address issues of inconsistencies on his green leaf production and delivery which amounted to green leaf falsification. The Defendants further stated that the Plaintiff did not address the green leaf falsification leading to the 1st Defendant paying him what was rightfully due to him.

12. It is the Defendants' case that any valid lease agreement between farmers had to be registered with the Tea Factory as per the provisions of the Tea Act (now repealed). It was their case that none of the alleged leases were registered and are therefore invalid.

13. The Defendants averred that the expected payments contested in the suit are not the same payments made for the production for the Financial Year 2015/2016. That verification of green leaves delivery was a continuous process.

14. It was the Defendants' case that in the event that falsification was suspected, payment was suspended and an inquiry/verification process was undertaken to establish the reason for the bump in the recorded yields and a farmer in such a situation is invited to defend the unusually high yields: a procedure which was adhered to in this instant case. That upon completion of the inquiry, the Plaintiff's purported subject yields were found to have been falsified and deductions were made accordingly.

15. The Defendants therefore prayed that the suit be dismissed with costs.

16. Both the Plaintiff and Defendants filed their written submissions which the Court considered in delivering its Judgment which is now the subject of this appeal.

17. The Appeal was canvassed by way of written submissions. Both parties filed their respective submissions.

The Appellant's submissions

18. In his submissions dated 26th February 2021, the Appellant in regards to the 1st and 2nd grounds of appeal submits that the evidence on record clearly shows that he is a tea farmer and supplied 111,869.80 kilograms of tea leaves to the 1st Respondent. He states that the weight of the tea leaves was proved through the payslip he produced in court as exhibit 2. That the 2nd Respondent agreed to the production of all the payslips of the financial year 2017/2018. The Appellant further submits that that the Respondents did not contest the payslips issued by the 1st Respondent in 2019 which he filed in court as the Supplementary Record of Appeal which showed the substantial kilograms of tea leaves supplied by the Appellant.

19. The Appellant submits that the Respondent's witness DW 1 admitted in cross-examination that they failed to conduct tea census for the Appellant after five years and further admitted that the Appellant increased his tea bushes over the years. That DW 1 produced the official format form of lease agreement dated 7th December 2018 which in all circumstances was introduced after the close of the financial year 2017/18. The Appellant further submits that he produced uncontested lease agreements as exhibit 1 when there was no format or style of writing agreements of lease from the Respondents. That the new format of lease agreements was later introduced by the Respondents as from 7th December 2018 and therefore cannot affect the lease agreements of the Appellant.

20. It is the Appellant's submission that neither the Appellant nor the 1st Respondent's employees were arraigned in court for falsification of tea leaves and that further, the Respondents did not contest the sale of tea leaves by the Appellant as testified by the daily receipts of the tea leaves.

21. In respect to ground 3 of the Memorandum of Appeal, the Appellant referred the court to the testimony of DW 1 at page 522, paragraph 10 and submitted that the Respondents did not carry out tea census. The Appellant further submits that that from the evidence of DW1, it was clear that he increased his tea bushes to 6000 in his two acre farm and further leased several acreage of tea bushes as evidenced by the lease agreements that he produced. That the Respondents agreed upon the production of all exhibits by the Appellant and therefore the lease agreements were genuine. That DW 1 admitted that the Appellant increased tea bushes by way of lease and planting of new tea bushes and that they had failed to carry out a tea census since the year 2009. The Appellant therefore asserted that the supply of 111,869 kilograms of tea leaves in the financial year of 2017/2018 is justified and legal.

22. In regard to ground 4 of the Memorandum of Appeal, the Appellant submits that there is no provision in the Crops Act No. 16 of 2013 to compel a tea farmer to register leases of tea bushes before it is accepted by the Respondents. The Appellant further submits that the trial Magistrate misconstrued the Crops Act by adhering to the rule of registration of leases which is not supported by the Crops Act itself and that the registration regulation cannot supersede statutory law.

23. With respect to ground 5 of the Memorandum of Appeal, the Appellant submits that the form relating to the leases and adopted as the Respondents' evidence was formulated on 7th December 2018. That the said form was produced by the Respondents after payment of bonuses and tea earnings of the 2017/2018 financial period. That DW1 was unable to produce any form of lease for the year 2017 to justify their allegations that that form of lease was in force during the previous years.

24. The Appellant further submits that the Respondents did not contest the production of lease agreements that he produced hence the trial magistrate misconstrued the Crops Act by favouring the evidence of the form of lease produced by the Respondents. That the said lease agreements were acceptable by the Respondents and as a result of the said leases, the Respondents paid all the monthly tea earnings to the Appellant and even issued daily sale receipts that were produced as exhibit no. 3.

25. On ground 6 of the Memorandum of Appeal, the Appellant submits that the trial magistrate failed to appreciate that the onus of proving the falsification of tea fell upon the Respondents who failed to discharge the burden to the standard required in allegations of fraud in civil cases. That the Respondents produced Termination Letters in respect of the 1st Respondent's staff but which the Appellant had no nexus as he was not their employee. The Appellant further submits that the Respondents did not particularize fraud of tea falsification and failed to prove the same at the set standard in civil cases. The Appellant relied on the case of **Civil Appeal No. 326 of 2017-Nairobi, Kirie & Anor' Vs Sammy Magera** to support his submission.

26. On ground 7 of the Memorandum of Appeal, the Appellant submits that if he succeeds in this Appeal, he is justified to be awarded damages arising from breach of contract by the Respondents. The Appellant specifically prays to be awarded damages of Kshs.1,500,000 and relies on the case of **HCC No. 01 of 2016-Migori, Speed Wall Building Technologies Ltd Vs The County Government of Migori**.

27. The Appellant therefore prays for the Orders listed in paragraph 8 of the Memorandum of Appeal.

Respondents' submissions

28. In their submissions dated 10th March 2021, the Respondents submit that the Appellant intentionally omitted the Respondents' exhibits as produced at the lower court the same being the Respondents Supplementary list and Bundle of Documents dated 18th October 2019. The Respondents have quoted and placed reliance on Section 112 of the Evidence Act to urge the court to draw an adverse inference on the Appellant's failure to include such crucial evidence. They further submit that the Record of Appeal is incomplete and therefore the same is incompetent.

29. In response to ground 1 and 2 of the Memorandum of Appeal, the Respondents submit that their witness explained leaf falsification. The witness elaborated that all tea bushes have an average weight of green leaf that they can produce per year. This average is derived by conducting various audits of the total green leaf produced and comparing the same with the number of tea bushes that have produced the said total green leaf weight. That leaf falsification at times happens with the assistance of staff of the tea factories who are responsible for recording weight of the green leaf delivered by the farmer. That such staff may falsely increase green leaf weight for the farmer when recording, which weight was different from the actual weight of the green leaf delivered. That when such leaf falsification is discovered, action is taken against the said staff and the farmer and such action may include the staff being dismissed after all steps are taken into consideration, and the farmer being asked to repay, sums he or she may have unlawfully received due to the falsification.

30. The Respondents submit that the process of leasing tea bushes was elaborate. If anyone was desirous of leasing tea bushes, one would be required to fill in the standard tea bush form. That all tea bushes intended for lease would have to be verified before the duly filled lease form can be registered with the Tea Factory Company. After verification and registration, the leased tea bushes would thereafter be accredited to the account of the lessor.

31. The Respondents submit that the Appellant was called to explain the origin of his alleged weights but was unable to explain where the extra weight had emanated from.

32. The Respondents submit that they have proved their case on a balance of probabilities and the fact that the Respondents did not oppose the production of the payslip as the Appellant's evidence in the trial court does not amount to admission that the Appellant was entitled to the said amount. The Respondents have placed reliance on the cases of **Gianchore Tea Factory Co Ltd Vs Oyagi Ontomwa (2015) eKLR and Paul Korir & 32 Others Vs Tirgaga Tea Factory Co Ltd & 7 Others (2019) eKLR** to support their submission.

33. In response to ground 3 of the Memorandum of Appeal, the Respondents submit that notwithstanding the absence of tea census/verification in the year 2009, the Appellant was required to communicate to the 1st Respondent concerning the increased tea bushes so that the 1st Respondent could conduct an inspection and issue a Verification Certificate leading to the beginning of a contract. The Respondents further submit that they outlined before the trial court the procedure followed on how a person becomes a tea grower or farmer.

34. The Respondents submit that the provision for registration of a tea grower had been incorporated in the Crops Act which had repealed the Tea Act. It is the Respondents submission that anyone who wishes to be a tea grower and thereafter supply tea to a tea factory must be duly registered. That if a farmer is to add the number of tea bushes in addition to the already registered tea bushes, then he must have the additional tea bushes registered and provide the same details to the tea factory. That failure to do the same would be in contravention of the law.

35. The Respondents submit that Appellant duly registered 875 tea bushes which were duly verified and a Verification Certificate issued to him. That the Appellant has totally failed to prove that he registered extra tea bushes with the 1st Respondent.

36. In response to grounds 4 and 5 of the Memorandum of Appeal, the Respondents submit that the sample lease agreement produced before the trial court was the one that has always been used. That because tea is a protected crop, the registration of every tea farmer and their respective number of tea bushes, and the process of leasing tea bushes were similar.

37. The Respondents submit that at cross-examination, the Appellant confirmed that the leases he purports to rely on did not conform to the sample lease agreement produced by the Respondents. The Respondents further submit that that the Appellant confirmed that before any lease for tea bushes is registered, the tea bushes must be verified by a duly registered field service agent who will then affix his stamp to confirm the number of tea bushes being leased. The Respondents relied on the case of **Abraham Muriithi Njeru Vs Nicholas Mwaniki & Another (2016) eKLR** to support their submission.

38. It is the Respondents submission that the trial court upheld the law in holding that in absence of evidence to show that the Appellant procedurally registered additional tea bushes with the 1st Respondent besides the 875 duly registered, the Appellant's claim cannot succeed.

39. In response to grounds 6 and 7 of the Memorandum of Appeal, the Respondents submit that the Appellant having instituted the case against the Respondents bore the legal burden of proof and the same never shifted to the Respondents. That the Appellant also bore the evidential burden and the same would only shift to the Respondents after a prima facie case has been established. They cite **James Ritei Katita Vs Harchi Tranjan Dhampal S Chawla & 2 Others (2017) eKLR** to support this submission.

40. The Respondents submit that in the absence of a verification certificate issued, the Appellant could not claim the figure of Kshs.3,452,092.68. It is the Respondents submission that the Appellant did not discharge his burden of proof of establishing how the said sum was arrived at.

41. Finally, the Respondents submit that they had demonstrated in both fact and law that the Appeal was devoid of merit as the Appellant did not prove his case on a balance of probabilities. That the Appellant was asking the court to sanction attempted theft pursued under the weight falsification scheme. The Respondents pray that the appeal be dismissed with costs.

Analysis and determination.

42. I have considered the Record of Appeal dated 28th September 2020 in its entirety, the Supplementary Record of Appeal dated 26th January 2021, the Appellant's Written Submissions together with the list of Authorities both dated 26th February 2021, and; the Respondents Written Submissions dated 10th March 2021 together with the accompanying Authorities. I find that this Appeal raises only two issues for my determination namely:-

(i) Whether the Lease Agreements regarding the extra tea bushes were valid.

(ii) Where the Appellant proved his case on a balance of probability.

43. From the onset, it is not in dispute that the Appellant is a tea farmer. The Appellant is registered under registration number KAP0250465 and supplies tea leaves to the 1st Respondent. It is also not in dispute that the Appellants verified tea bushes were 875. The only issue in contention is the validity of the lease agreements that the Appellant used to explain the high yields of tea delivered to the 1st Respondent.

44. The Appellant stated that he had leased 47,800 tea bushes from various farmers and attached the lease agreements as exhibits. The Appellant further stated that the lease amounts were paid in cash and that the lessors had no issues with the Appellant. The Appellant during cross-examination stated that he did not know that there were forms to fill when leasing out land.

45. The Respondent's witness, Mr. Emilio Nyagah (DW1) who is the Unit Manager of the 1st Respondent filed a lengthy witness statement, (in the bundle of documents produced by consent) detailing that the process of registering tea farmers, verifying tea bushes and generally maintaining records of green leaf delivery. In the statement produced by consent, he stated that any farmer has the right and capacity to increase the number of tea bushes registered to him or her by either purchase of additional farms which must undergo the process of registration or lease a farm that has mature tea bushes.

46. DW1 explained the process of leasing as follows:-

(i) The lessee is required to sign an independent agreement with the lessor of the tea farm

(ii) Following the signing of this agreement, both are required to present themselves to their respective tea factory and have the agreement registered with the tea factory.

(iii) Once the said lease is registered with the company, the number of tea bushes in the said leased farm shall then be attributed to the total number of tea bushes that the lessee of the tea farm has in his or her own farm.

(iv) That if the said process is not followed, the alleged tea farms shall remain unregistered and shall remain tea bushes of the lessor.

47. The Respondents' witness produced a copy of a Sample Lease Agreement. The witness also said that farmers do not prepare their own Lease Agreements. The Respondents witness equally confirmed during cross-examination that the format for lease agreements has always existed and he produced the same as an exhibit. It is salient to note that the said copy of lease agreement was not challenged by the Appellant.

48. A detailed look at the Lease Agreements reveals that some of the lease agreements were not properly executed. Other lease agreements revealed inconsistent dates with the pleadings and finally the Appellant was a witness to several lease agreements where he is the Lessee.

49. That notwithstanding, the Appellant confirmed during cross-examination that he had 875 bushes. The said bushes were verified but he was not given a verification certificate. In their bundle of documents, the Respondents produced a Verification Certificate dated 26th November 2009 verifying the aforesaid 875 tea bushes. The Appellant subsequently got a Permit to operate a Tea Nursery dated 7th December 2009.

50. It is the Respondents evidence that after every five years, the 1st Respondent conducts a tea census where they count all the tea bushes owned by the farmers who supply the 1st Respondent. At the end of the exercise they are able to know the level of production by determining the total weight of green leaf divided by the total number of bushes. The Respondents further testified that the average was 1.4 kilogrammes per bush per year. The Respondents were categorical that since 875 bushes were registered, that his supply for the year 2017/2018 would have been 1225 kilogrammes. They further submitted that the Appellant's alleged cumulative weight of 111, 869 kilogrammes per year would have meant that each tea bush produced 127 kilogrammes per year which is more than the Appellant's own alleged 3 kilogrammes per bush per year.

51. It is important to note that the Respondents witness (DW1) during cross examination confirmed that they had not conducted census every five years and that it could be possible that the Appellant increased his tea bushes over time. This court finds that failure to conduct census as per the stipulated period by the 1st Respondent does not prevent the Appellant from notifying the 1st Respondent of his additional tea bushes for the same to be verified and registered. However, the admission is significant as it supports the claim by the Appellant that he had increased his tea bushes. What is glaring is the huge difference between the increase and the verified bushes.

52. The Respondents stated that due to the unusually high yield of tea, the Appellant's payment after being duly notified was stopped pending investigation.

53. The Respondents produced an Audit Report submitted on 20th November 2018 that revealed fraudulent increment of recordings of delivered tea leaves. That following the audit and investigations, the 1st Respondent conducted a hearing of farmers implicated in the audit report. According to the Report, the Appellant could not elaborate how he acquired the abnormal weight.

54. The Crops Act which was in force at the time that the Lease Agreements were allegedly being entered into provided for registration of every tea farmer with a small scale tea factory where they deliver tea. While it is true that the Crops Act does not contain provisions governing leases of tea bushes, an intended party to a contract in this case, the 1st Respondent does indeed need to be notified on the existence of the said contract so as to inform their participation or non-participation.

55. At the time of the execution of the lease agreements, Section 14 of the Act provided for the registration of a tea farmer with the tea factory that he/she intends to deliver tea to. The Appellant had himself registered as a tea farmer then had his 875 bushes verified and registered. This court finds that the Appellant was aware by conduct, of the requirement for registration and verification of tea bushes.

56. With regard to the lease agreements, there is no evidence on record to show that the 6000 tea bushes that the Appellant produced were verified and registered. There are no verification certificates to show that the 1st Respondent indeed went to the farms and counted the tea bushes to ascertain their number. There is also no evidence on record to show that the aforementioned bushes were registered so that the said tea bushes could be debited to the Appellant's account. The Appellant also confirmed during cross examination that he did not have verification certificates with respect to the tea bushes in the leased farms.

57. The doctrine of privity of contract applies in this case. A Contract cannot confer rights or impose obligations on any person other than the contracting parties, a contract cannot be enforced by or against a third party, which the 1st Respondent clearly is. The effect of this legal principle is that only parties who are privy to a contract can sue to enforce its terms. This position was held in the Court of Appeal case of **Agricultural Finance Corporation Vs Lengetia Limited and Another (1985) eKLR** where the court held that:-

“As a general rule, a contract affects only the parties to it and cannot be enforced by or against a person nor a party even if the contract is made for his benefit and purports to give the right to sue or to make him liable upon it”.

The 1st Respondent therefore cannot be bound to a contract that they are not privy to.

58. I therefore find the lease agreements to have been valid as between each lessor and the Appellant but invalid and unenforceable as between the Appellant and the Respondents for want of the requisite procedure of verification and registration.

59. The Respondents have argued that the Appellant failed to exonerate himself from tea leaf falsification which action amounts to fraudulent conduct. I have carefully perused the voluminous Record to see whether the Respondents raised a counterclaim on their claim of falsified tea leaf weight or pleaded fraud. They did not. I have also not seen any effort to prosecute the issue of fraud which indeed would require a higher standard of proof. As stated in **Vijay Morjaria Vs. Nansigh Madhusingh Darbar & Anor (2000) eKLR**:-

“It is well established that fraud must be specifically pleaded and that particulars of the fraud alleged must be stated on the face of the pleading. The act to be fraudulent must of course be set out and then it should be stated that these acts were done fraudulently.”

It is also settled law that fraudulent conduct must be distinctly alleged and distinctly proved, and it is not allowable to leave fraud to be inferred from the facts.”

I will therefore not delve into this issue which is beyond the scope of this appeal.

Conclusion

60. In conclusion, having carefully reviewed and considered the evidence on record, the grounds of appeal and the rival submissions of the parties, I have come to the finding that the Appellant did not prove his case on a balance of probability.

61. Consequently, the Appeal is dismissed.

62. On costs, owing to the relationship between the Appellant and the 1st Respondent, and bearing in mind the 1st Respondent's failure to conduct a tea census for the relevant period, and further; the admission that the Appellant may have marginally increased his tea bushes, I exercise discretion not to grant costs.

63. Each party shall therefore bear their costs both in the lower court and in this appeal.

64. Orders accordingly.

JUDGMENT DELIVERED, DATED AND SIGNED THIS 30TH DAY OF SEPTEMBER, 2021.

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R. LAGAT-KORIR

JUDGE

Judgment delivered electronically to the parties as per their consent at the following email addresses:-

M/s Tengekyon & Koske & Co. Advocates for the Appellant - tengekyonkoskeco.advocates@yahoo.com

M/s Milimo Muthomi & Company Advocates for the Respondent - info@millimomuthoni.co.ke