



**Sifuna v Mulaya & another (Environment & Land Case 280 of 2015)
[2023] KEELC 20351 (KLR) (28 September 2023) (Ruling)**

Neutral citation: [2023] KEELC 20351 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 280 OF 2015
OA ANGOTE, J
SEPTEMBER 28, 2023**

BETWEEN

HON DAVID K SIFUNA PLAINTIFF

AND

EMILY KIVALI MULAYA 1ST DEFENDANT

NELSON MUTURI DUMBEIYA 2ND DEFENDANT

RULING

1. By a Notice of Motion dated 2nd June, 2023, the Plaintiff/Applicant seeks the following orders:
 - a. That pending hearing and determination of the Application filed herein the herein the honourable court be pleased to stay and/or suspend the execution of the judgment delivered on 18th May, 2023.
 - b. That pending the hearing and determination of the intended Appeal by the Plaintiff/Applicant, the honourable court be pleased to stay/ or suspend the execution of the judgment delivered herein on 18th May, 2023.
 - c. That costs of and incidental to this Application be costs in the intended Appeal.
2. The application is based on the grounds on the face of the Motion and supported by an Affidavit of even date sworn by David Kinisu Sifuna, the Plaintiff herein. According to the Plaintiff, his case against the 2nd Defendant was dismissed on 28th October, 2021 and that he filed an application to reinstate it on 13th December, 2021 which was dismissed on 30th September, 2022.
3. The Plaintiff deponed that the matter proceeded for hearing of the 2nd Defendant/Respondent's Counterclaim and an adverse judgment delivered against him without his participation on 18th May, 2023 ordering transfer of the suit property to the 2nd Defendant; that the trial court granted a stay of



execution of 30 days which lapsed on 17th June, 2023 and that he filed a Notice of Appeal without delay on 22nd May, 2023.

4. He deposed that the he will suffer substantial loss as the property constitutes his matrimonial home; its just and fair that any orders concerning the same be made after hearing both parties and that based on the facts of the case, the documents he has and the applicable law, he has a strong case against the 2nd Defendant's Counterclaim with a probability of success.
5. According to the Plaintiff, he has a constitutional right to appeal; that he will be prejudiced if stay is not granted as the 2nd Defendant may transfer the suit property rendering the appeal nugatory; and that it is just and fair to grant the orders so as to preserve the suit property pending the outcome of the appeal.
6. It is the Plaintiff's/Applicant's case that the 2nd Defendant/Respondent is in possession of the Title to the suit property and will suffer no prejudice; that he has filed this application to preserve the status quo and prevent further prejudice and loss to himself; and that he is willing to abide by any terms and conditions the court issues for the grant of the orders sought.
7. In response to the application, the 2nd Defendant/Respondent filed his Replying Affidavit sworn on 12th June, 2023 where he deposed that the Plaintiff filed an application for stay of proceedings and delivery of judgment in this matter vide Court of Appeal Application No. Nairobi E054 of 2023 which was transferred to Mombasa and that he filed an Affidavit therein casting aspersions on the court, to which he filed a corresponding Affidavit to set the record straight.
8. The 2nd Defendant deponed that when the application came up for hearing in the Court of Appeal, judgment herein had been delivered and the Plaintiff/Applicant applied to have the application therein converted to an application for stay of execution of the judgment in this matter under Rule 33 of the Court of Appeal Rules.
9. It was deponed that the Court of Appeal however explained that that could only happen in the event of hearing of an appeal and the court ordered a withdrawal of his application; that immediately and within minutes of the order of the Court of Appeal, the Plaintiff served him with the application herein and that although the Plaintiff filed the Notice of Appeal on 22nd May, 2023, the same was not served on him and he only saw it after it was filed as an annexure in this Application, yet the rules require that it be served within 7 days of filing.
10. According to the 2nd Defendant, the Plaintiff/Applicant having abandoned his application for injunction dated 17th December, 2004, he cannot seek to stay execution or an injunction after judgment.
11. The 2nd Defendant/Respondent listed a list of matters decided in various courts in which he was awarded properties whose value totals to approximately KShs. 465 Million as proof that he is a man of means; that the sale of any of these properties or a portion thereof is sufficient to reimburse/compensate the Plaintiff should his Appeal succeed and that in any event, he has no intention to sell the suit property and the same would remain in his possession until the Plaintiff/Applicant has exhausted all avenues of appeal.
12. According to the 2nd Defendant/Respondent, as a pre-condition for stay, the Plaintiff/Applicant ought to start paying rent on the suit property as the rights to the suit property have now been determined; that it is only fair that the Plaintiff pays rent so that he can derive some benefit from the suit property as he has been reaping benefits from the land known as Trans-Nzoia/Kapomboi/193 whose title he took from him and that once the Plaintiff starts paying rent, he can then pursue all revenues of appeal up to the Supreme Court should he wish.



13. The 2nd Defendant deposed that the Plaintiff/Applicant counselled his wife to file a fresh suit in Mombasa, HCCC No. E041 of 2023 where she has obtained an injunction in frustration of the judgment of this court; that the Plaintiff sent a text message to the 1st Defendant stating that she was left out of the Mombasa suit for a reason and that the text message is proof that the Plaintiff/Applicant is behind the fresh suit in Mombasa.
14. In further response to the application, the 2nd Defendant filed Grounds of Objection of even date. He reiterated the averments in his Replying Affidavit and in addition accused the Plaintiff of material non-disclosure in relation to the fresh suit in Mombasa.
15. The 2nd Defendant averred that the Plaintiff signed the undertaking dated 14.2.2014 willingly and without coercion, undue influence or threats; that under that undertaking, he was to unconditionally execute transfer of the property or the 2nd Defendant would summarily cause execution through the court process; that seeking to stay execution is introducing a condition precedent to execution of the undertaking and that courts do not rewrite agreements for parties but can only enforce them, as happened in the judgment herein, or set them aside.
16. The 2nd Defendant also filed an Affidavit sworn on the 12th day of June, 2023 by Sarah Vihenda, his personal friend and sugarcane farmer, who deponed that on average, the income from sugarcane farming for a 50 acre piece of land per year in Kitale is approximately KShs. 8,750,000.
17. On 4th July, 2023 the 2nd Defendant/Respondent filed a Further Affidavit again reiterating the averments in his earlier responses. He informed the court that the Plaintiff/Applicant had filed a Statement of Admission in the Mombasa suit seeking to re-litigate the matters in this suit and that the Plaintiff/Applicant is only obsessed with the loss of the suit property but does not appreciate the loss he (the 2nd Defendant) has suffered.
18. According to the 2nd Defendant, had he received the full amount of the purchase price for the Kitale land in 2014, he would have invested in property which would have appreciated, yet the Plaintiff expects to only pay the principal amount after 10 years even though he understands the phenomena of growth in value in land. The 2nd Defendant finished by stating that going by market rates, he has lost rent on the suit property amounting to nearly KShs. 8.5 Million from the year 2015.
19. Finally, and in response to all the documents filed by the 2nd Defendant, the Plaintiff/Applicant filed a Further Affidavit sworn on 10th July, 2023 in which he deponed that the 2nd Defendant's responses are among other things frivolous, baseless and irrelevant as they seek to bring irrelevant matters in proceedings in other cases and that the application in the Court of Appeal was withdrawn as per the orders of that court and it cannot be a basis for denying him orders sought herein.
20. That in event, it was deponed by the Plaintiff, the Affidavit sworn in the Court of Appeal matter was only meant to inform the court and not cast aspersions as alleged and that in fact, when judgment herein was issued, he informed this Court of the Court of Appeal matter and was granted 30 days stay to sort it out and file a formal application for stay in this court.
21. The Plaintiff/Applicant further deposed that the 2nd Defendant is inciting this court against him; that he is a stranger in all the matters mentioned by the 2nd Defendant and the alleged properties he has acquired, which he should be content with and desist from unjustifiably acquiring the Plaintiff/Applicant's property and that his only interest is to safeguard his matrimonial property which he has a constitutional right to do.



22. The Plaintiff averred that that the suit in Mombasa, HCCC No. E041 of 2023 is a different suit filed in a different court and division; that his wife is an adult of sound mind with legal representation in the suit she filed and that her decision to sue should not be used as a basis to deny him the orders sought.
23. According to the Plaintiff, it is inappropriate to lift documents from other suits without the parties' consent as it offends the right to a fair hearing under Article 50 of *the Constitution*; that it is not true that he sent any text message to the 1st Defendant herein and the that the annexure does not show the number that sent the text message to the 1st Defendant.
24. The Plaintiff/Applicant reiterated that the 2nd Defendant/Respondent has nothing to lose while he is at risk of losing his matrimonial property and will suffer irreparable damage if stay is not granted and that it is in the interest of justice that he is heard in his own matter and be granted the orders sought.

Submissions

25. In his oral submissions, the Plaintiff submitted that under Order 42 Rule 6 of the Civil Procedure Rules, he is only supposed to demonstrate that he stands to suffer substantial loss and that the Application was filed on time; that the suit property constitutes his matrimonial home that he has been in occupation for over 25 years and all his children were born there and that the suit property has sentimental attachment incapable of any monetary compensation even if the 2nd Defendant can pay.
26. The Plaintiff submitted that the Application was filed within reasonable time as the judgment was delivered on 18th May, 2023; that the title to the suit property is in the custody of the 2nd Defendant and this constitutes sufficient security and that the suit property continues to appreciate in value.
27. The Plaintiff relied on the case of Joel Kibet Koech vs Aaron Kiplagat Kamoing & Another, Civil Appeal No. E049 of 2021 where the court of Appeal granted stay on grounds that the Appeal would be rendered nugatory because the suit property comprised a family home.
28. The 2nd Defendant submitted that every case must be treated on its own merit; that the Plaintiff willingly offered his property as security against performance of his obligations and agreed to a summary process in case of default; that the court is now enforcing the security offered and that the Plaintiff knows that he can make good any claim and that the Plaintiff cannot now claim sentimental value as this is introducing new issues to subvert performance of the contract.
29. The 2nd Defendant argued that the Plaintiff is making millions from sugarcane farming on Trans-Nzoia/Kapomboi/193; that he will continue to reap these benefits as they wait on the appeal; that he is not deriving any benefit from the suit property because he cannot use the house whose title he holds and has in fact suffered loss for 9 years and that consequently, the grant of the orders of stay is not in the interest of justice.
30. The Defendant contended that if indeed the Plaintiff is ready to abide by any terms and conditions of stay, he should pay rent until the Appeal is determined; that as it is, the Plaintiff is benefitting from both properties and that further, the Plaintiff is seeking for the Judge in Mombasa to overthrow this court's judgment.
31. The Plaintiff responded to the submissions by stating that conditions are given by the court and he is ready to abide by any that the court gives; that there is no better security than the title itself and reiterated that the property is appreciating; that parcel number Trans-Nzoia/Kapomboi/193 has never been rented as there is a home on that land and that there is also a restriction that was placed on the land by the owner.



Analysis and Determination

32. Having carefully considered the pleadings and rival submissions by the parties, the sole issue arising for determination by this court is whether the Plaintiff has satisfactorily discharged the conditions warranting the grant of stay of execution pending Appeal.
33. The law concerning stay of execution pending Appeal is found in Order 42 Rule 6 of the Civil Procedure Rules, 2010 which stipulates as follows:
- “(1) No Appeal or second Appeal shall operate as a stay of execution or proceedings under a decree or order Appealed from except in so far as the Court Appealed from may order but, the Court Appealed from may for sufficient cause order stay of execution of such decree or order, and whether the Application for such stay shall have been granted or refused by the Court Appealed from, the Court to which such Appeal is preferred shall be at liberty, on Application being made, to consider such Application and to make such order thereon as may to it seem just, and any person aggrieved by an order of stay made by the Court from whose decision the Appeal is preferred may apply to the appellate Court to have such order set aside.”
- (2) No order for stay of execution shall be made under sub rule (1) unless-
- (a) the Court is satisfied that substantial loss may result to the Applicant unless the order is made and that the Application has been made without unreasonable delay; and
- (b) such security as the Court orders for the due performance of such decree or order as may ultimately be binding on him has been given by the Applicant.”
34. From the above provision of the law, there are three conditions for granting of stay order pending Appeal under Order 42 Rule 6 (2) of the Civil Procedure Rules which are:
- i. The Court is satisfied that substantial loss may result to the Applicant unless stay of execution is ordered;
- ii. The Application is brought without undue delay; and
- iii. Such security as the Court orders for the due performance of such decree or order as may ultimately be binding on him has been given by the Applicant.
35. What is clear also is that the grant of orders of stay of execution is subject to the court’s discretion. In the exercise of its discretion, the court is guided by the provisions of the Civil Procedure Rules enumerated above, as well as the considerations that have been laid out in case law, and in particular the case of *Butt vs Rent Restriction Tribunal* [1982] KLR 417 where the Court of Appeal stated thus;
- “1. The power of the court to grant or refuse an application for a stay of execution is a discretionary power. The discretion should be exercised in such a way as not to prevent an appeal.
2. The general principle in granting or refusing a stay is; if there is no other overwhelming hindrance, a stay must be granted so that an appeal may not be rendered nugatory should that appeal court reverse the judge’s discretion.



3. A judge should not refuse a stay if there are good grounds for granting it merely because in his opinion, a better remedy may become available to the applicant at the end of the proceedings.
4. The court in exercising its discretion whether to grant [or] refuse an application for stay will consider the special circumstances of the case and unique requirements. The special circumstances in this case were that there was a large amount of rent in dispute and the appellant had an undoubted right of appeal.
5. The court in exercising its powers under Order XLI rule 4(2)(b) of the Civil Procedure Rules, can order security upon application by either party or on its own motion. Failure to put security for costs as ordered will cause the order for stay of execution to lapse.”

36. A background of the matter herein is that the application herein relates to the Judgement delivered by this court on 18th May, 2023. The suit was initiated by way of Plaint by the Plaintiff against the two Defendants. The 1st Defendant filed a Statement of Admission to the Plaint while the 2nd Defendant opposed the Plaint and filed a Counter-Claim. The Plaintiff’s suit was dismissed for want of prosecution, and the court proceeded to hear the 2nd Defendant’s counter claim.
37. The suit 2nd Defendant’s suit is centred around an undertaking by the Plaintiff who assumed the 1st Defendant’s debt of KShs. 5,500,000 owed to the 2nd Defendant. Under the said undertaking, the Plaintiff deposited with the 2nd Defendant the title to his property in Mombasa, the suit property herein.
38. In the undertaking, the Plaintiff promised to pay the money owed to the 2nd Defendant on or before 31st December, 2014 and in default, he would execute the transfer of the suit property to the 2nd Defendant, failure to which the 2nd Defendant/Respondent would undertake summary proceedings to seek enforcement in court.
39. The court found in favour of the 2nd Defendant, and ordered for the transfer of the suit property in the name of the 2nd Defendant. The Plaintiff, aggrieved with the Judgment of the court, filed a Notice of Appeal dated 19th May, 2023. The Plaintiff then filed the application herein seeking a stay of execution of the judgment and decree of the court pending the determination of the Appeal.
40. The purpose of the application for stay of execution pending Appeal is to preserve the subject matter in dispute so that the rights of the Appellant who is exercising his undoubted right of Appeal are safeguarded and the Appeal, if successful, is not rendered nugatory.
41. That notwithstanding, the three conditions set out at Order 42 Rule 6 of the Civil Procedure Rules must apply in conjunction and not individually, such that the absence of one of these conditions will affect the exercise of the discretion of the court in granting stay of execution. The court must therefore consider each condition and see whether the circumstances of the case neatly fit those scales.
42. In the present application, the Applicant contends that he will suffer substantial loss if stay is not granted. What amounts to substantial loss was expressed by the Court of Appeal in the case of Rhoda Mukuma vs John Abuoga [1988] eKLR where the court stated that;

“Substantial loss is what has to be prevented by preserving the status quo because such loss would render the Appeal nugatory.”



43. It has been held before that substantial loss does not mean the ordinary loss which every judgment debtor suffers, but rather, something in addition to that. It is therefore not enough for the Applicant to state that he will suffer substantial loss. He is obligated to go further and show the substantial loss that he stands to suffer if the Respondent executes the decree.

44. In *Century Oil Trading Company Ltd vs Kenya Shell Limited* as cited in *Muri Mwaniki & Wamiti Advocates vs Wings Engineering Services Limited* [2020] eKLR, the court proffered the following definition of substantial loss:

“The word 'substantial' cannot mean the ordinary loss to which every judgment debtor is necessarily subjected when he loses his case and is deprived of his property in consequence. That is an element which must occur in every case and since the Code expressly prohibits stay of execution as an ordinary rule it is clear the words 'substantial loss' must mean something in addition to all different from that. Where execution of a money decree is sought to be stayed, in considering whether the applicant will suffer substantial loss, the financial position of the applicant and that of the respondent becomes an issue. The court cannot shut its eyes where it appears the possibility is doubtful of the respondent refunding the decretal sum in the event that the applicant is successful in his appeal.”

45. The court in *James Wangalwa & Another vs Agnes Naliaka Cheseto* [2012] eKLR similarly opined that the process of execution alone does not amount to substantial loss. It stated as follows:

“11. No doubt, in law, the fact that the process of execution has been put in motion, or is likely to be put in motion, by itself, does not amount to substantial loss. Even when execution has been levied and completed, that is to say, the attached properties have been sold, as is the case here, does not in itself amount to substantial loss under Order 42 Rule 6 of the CPR. This is so because execution is a lawful process. The applicant must establish other factors which show that the execution will create a state of affairs that will irreparably affect or negate the very essential core of the Applicant as the successful party in the appeal. This is what substantial loss would entail...”

46. Indeed, the court has to balance the interests of the Applicant who is seeking to preserve the status quo pending the hearing of the appeal so that his appeal is not rendered nugatory, and the interests of the Respondent who is seeking to enjoy the fruits of his judgment. In other words, the Court should not only consider the interests of the Applicants, but has also to consider the interests of the Respondent who has been denied the fruits of his Judgment. It was stated by Kuloba, J in *Machira T/A Machira & Co Advocates vs East African Standard* [2002] eKLR that:-

“To be obsessed with the protection of an Appellant or intending Appellant in total disregard or flitting mention of the so far successful opposite party is to flirt with one party as crocodile tears are shed for the other, contrary to sound principle for the exercise of a judicial discretion. The ordinary principle is that a successful party is entitled to the fruits of his judgment or of any decision of the Court giving him success at any stage. That is trite knowledge and is one of the fundamental procedural values which is acknowledged and normally must be put into effect by the way Applications for stay of further proceedings or execution, pending Appeal are handled. In the Application of that ordinary principle, the Court must have its sight firmly fixed on upholding the overriding objective of the rules of



procedure for handling civil cases in Courts, which is to do justice in accordance with the law and to prevent abuse of the process of the Court.”

47. As to whether the Plaintiff will suffer substantial loss, he averred that he stands to suffer irreparable loss as the suit property is his matrimonial home in which he has lived for over 25 years, and that all his children were born in that house; that he has sentimental attachment to the house and that he struggled to pay for it after law school.
48. According to the Plaintiff, the suit property is not just a piece of land to him, but his family home. In response, the 2nd Defendant dismissed these claims saying that the Plaintiff willingly gave the property as security, and therefore he cannot raise the issue of sentimental value at this point.
49. Although in most cases sentimental value has been held not to constitute substantial loss, I think this may be one of those cases where the reverse is true. This was also the case the Rhoda Mukuma vs John Abuoga [Supra] case where the court held that:-

“In this case, the issue between the parties was whether the land was sold or leased. If the plaintiff is right that the land was sold, and specific performance in transferring the land is ordered, to be evicted from the land at this stage would obviously imperil the plaintiff. A great outlay of capital has been extended and the plaintiff would lose the home her husband, herself and her family have built up since 1967. It is obvious that the plaintiff would suffer substantial loss. But it is said that the appeal has no chance of success. We do not subscribe to that view. There is a serious argument which might go either way. The order ought to be made on terms that the plaintiff secures the costs of the appeal and the mesne profits ordered by the High Court.”
50. It is common knowledge that the Judgment being executed was delivered without the Plaintiff’s participation. The Judgment directed that the suit property be transferred to the 2nd Defendant. This court notes that although the 2nd Defendant has informed this court that he has no intention of selling the suit property, there is no guarantee that indeed that will remain the position.
51. It is clear that the Plaintiff’s main goal is safeguarding his matrimonial home in which he has lived with his family for more than 25 years pending the hearing of the appeal. If execution proceeds and the appeal succeeds, the suit property would essentially have been put out of reach of the Plaintiff and his family. It is not in doubt, that therefore, the Plaintiff will suffer substantial loss in the event the 2nd Defendant executes the Judgment of the court and the appeal succeeds.
52. The Judgment sought to be appealed against was delivered on 18th May, 2023 whereas the present application was lodged in June and was first before the Court for directions on 7th June, 2023. There’s a period of about 19 days between the delivery of the Judgement and the time the present application came up before this court.
53. Bearing in mind that on the date of delivery of Judgement, the Plaintiff/Applicant had sought the court’s indulgence to seek directions from the court of Appeal on the application that was pending before it in Mombasa, and that it is only after the Court had ordered the same to be withdrawn that the present application was filed, and considering also that it was filed before the expiry of the 30 days stay of execution granted by this court, the filing of the current application in June does not constitute an unreasonable delay.



54. The last condition under Order 42 Rule 6 (2) (b) of the Civil Procedure Rules is the provision of security. In the case of *Aron C. Sharma vs Ashana Raikundalia T/A Rairundalia & Co. Advocates and 2 others* (2014) eKLR the court explained the purpose of furnishing security as follows:-
- “The purpose of the security needed under Order 42 is to guarantee the due performance of such decree or order as may ultimately be binding on the Applicant. It is not to punish the judgment debtor ... Civil process is quite different because in civil process the judgment is like a debt hence the Applicants become and are judgment debtors in relation to the Respondent. That is why any security given under Order 42 Rule 6 of the Rules acts as security for due performance of such decree or order as may ultimately be binding on the Applicants. I presume the security must be one which can serve that purpose.”
55. The issue of security is discretionary and it is upon the court to determine the same. In *Focin Motorcycle C Ltd vs Ann Wambui Wangui* [2018] eKLR it was stated that:
- “Where the applicant proposes to provide security as the Applicant has done, it is a mark of good faith that the application for stay is not just meant to deny the respondent the fruits of judgment. My view is that it is sufficient for the applicant to state that he is ready to provide security or to propose the kind of security but it is the discretion of the court to determine the security. The Applicant has offered to provide security and has therefore satisfied this ground of stay.”
56. In his submissions, the Plaintiff argued that the Title for the property is in the custody of the 2nd Defendant, a fact the 2nd Defendant/Respondent has admitted. The Plaintiff further submitted that he made offers to the 2nd Defendant of depositing the amount owed into an interest earning account, or alternatively deposit the Title of Trans-Nzoia/Kapomboi/193 as security, and that both offers were rejected.
57. The 2nd Defendant has decried the fact that the Plaintiff has been in possession of the Trans-Nzoia property as well as the suit property, basically deriving benefits from both properties, and that he has been deprived from earning any benefits from the suit property when ideally, he should have taken possession of the same on 1st January, 2015. The 2nd Defendant has proposed that the Plaintiff/Applicant do pay him rent on the suit property, and the same to be back dated to 1st January, 2015.
58. The 2nd Defendant respondent averred that the property could fetch rent at KShs. 100,000/- per month were it to be rented out, and that from the 1st day of January, 2015 when he should have come into possession thereof to the date of the Judgment, he would have earned somewhere in the vicinity of KShs. 10,100,000/- in rent.
59. The court did not make any order for mense profits or payment of rent for the period the Plaintiff has been in possession of the suit property. Indeed, the issue of loss of rent or business was never raised by the 2nd Defendant during trial.
60. In any event, how will the court determine the payable rent when no evidence was led in that respect? Consequently, it is too late in the day for this court to venture into the issue of whether the 2nd Defendant is entitled to the lost rent, and if the Plaintiff should pay to the 2nd Defendant rent as security for the due performance of the decree.



61. Considering that the 2nd Defendant is in possession of the title to the suit property, and in view of the fact that the suit property has been appreciating in value and continues to appreciate, an order for security for the due performance of the decree is not necessary.
62. The upshot is that the Plaintiff's Notice of Motion application dated 2nd June, 2023 is allowed as follows:
 - a. There shall be a stay of execution of the Judgment of this Court dated and delivered on 18th May, 2023 pending the hearing and determination of the Plaintiff's appeal.
 - b. The costs of the application will be borne by the Plaintiff.

DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 28TH DAY OF SEPTEMBER, 2023.

O. A. ANGOTE

JUDGE

In the presence of;

Mr. Sifuna for Plaintiff

Mr. Muturi for 2nd Defendant

