



REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
AT THE MILIMANI LAW COURTS
IN BANKRUPTCY CASE NO 10 OF 2007

AND

IN THE MATTER OF BANKRUPTCY ACT CAP 53 OF THE LAWS OF KENYA

JUDGMENT

1. The background of this cause is that the Debtor herein, Gerald Odhiambo Lamba filed the Petition dated the 30th January 2007 on 2nd February 2007. In the said Petition, he had sought orders that a Receiving Order be made in respect of his estate.
2. In support of his Petition, the Debtor filed his Declaration of His Inability To Pay Debts, Verifying Affidavit, Statement of Affairs consisting of Lists "A- L" all dated 30th January 2007 and supporting documents thereof. The creditors were listed in his Statement of Affairs. A Certificate of Compliance was issued on 2nd February 2007.
3. Upon hearing the said Petition on 6th February 2007, the court ordered that a Receiving Order do issue against the Estate of the Debtor and copies thereof be sent to the office of the Official Receiver of the Government of Kenya thereof to all District Registries of the High Court.
4. The cause was fixed for Public Examination of the Debtor on 13th February 2015. On 22nd May 2015, the court read him the facts and reserved the judgment herein.
5. In his sworn evidence, the Debtor stated that he came from Nyanza Province in Gem, Siaya County. He said that he was aged sixty four (64) years and that his wife was a house wife who sold "mboga". He said they had four (4) children.
6. The eldest was born in 1978 while his last one was born in 1990. He averred that save for the first born, all the other children were university students studying outside the country. He said that his children were all being educated by his brother's children and that since 2007 to date, he had not paid a single coin towards their education.
7. He stated that when he left government in 1995, he was given a golden handshake of Kshs 40,000/=. In addition to the sum of Kshs 300,000/= that he got after he sold a plot at his home in Gem, he bought two (2) matatus. Unfortunately, the first Motor Vehicle Registration No KAG 973W that was insured by M/S United Insurance Company Limited was involved in an accident on 3rd August 1998. Two (2) passengers sustained fatal injuries while about eight (8) passengers were injured.
8. As a result thereof, several civil claims were filed against him. M/S United Insurance Company Limited started paying the claims but as it was slow in settling the decretal sums, warrants were issued for attachment of his properties. It was his evidence that majority of the decree holders had been paid and that only a balance of about Kshs 400,000/= was outstanding.
9. The second Motor Vehicle Registration No KAN 525 L was involved in an accident that occurred on 6th August 2003. Eight (8) passengers died on the spot. M/S Invesco Assurance Company Limited which had insured the claims that arose out of the said accident also started paying the

- claims but went under Receivership. It was his evidence that the outstanding balance of the claims could not be more than Kshs 200,000/=.
10. He told the court that he saw an advertisement in the newspapers to the effect that M/S Matatu Owners Association took over the liabilities of Invesco Assurance Company Limited. He stated that he was in the process of forwarding the judgments to enable it settle the same.
 11. It was his evidence that his wife was the one who paid rent and supported him. However, as he had been employed as a Clinical Officer before he left, he said that sometimes he got *locum* where he was paid between Kshs 300/= or Kshs 1,000/=. He was hopeful that his child in France might complete his education in the next four (4) years, the one in the United States of America in the next two and a half (2½) years while the one in Makerere would be finishing his studies in August 2016.
 12. He therefore prayed that he be allowed to liquidate the outstanding sum of about Kshs 600,000/= which was subject to verification, in monthly installments of Kshs 1,000/=.
 13. The Debtor was categorical that the monthly payments of Kshs 1,000/= to the Official Receiver's offices was a temporary measure and that once he obtained sufficient funds, he would pay it all to the Official Receiver to settle the debt and clear his mind. The Official Receiver was agreeable to him paying the said sums as it submitted that it was better than nothing.
 14. Upon hearing the Petition herein, the court was satisfied that the Debtor had satisfied it that he was deserving of and entitled to the orders that he had sought. Accordingly, the court hereby adjudges the Debtor bankrupt for a period of three (3) years whereupon he may apply for his discharge.
 15. It is so ordered.

DATED and DELIVERED at NAIROBI this 16th day of June 2015

J. KAMAU

JUDGE