



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

MILIMANI COMMERCIAL & ADMIRALTY DIVISION

CIVIL CASE NO.547 OF 2004

NJOROGE REGERU.....PLAINTIFF/APPLICANT

-VERSUS-

WANDA BAIRD AS THE ADMINISTRATOR OF THE ESTATE OF

THE LATE GEORGE NEIL BAIRD.....1ST DEFENDANT/RESPONDENT

WANDA BAIRD.....2ND DEFENDANT/RESPONDENT

-AND-

NJAMA WAMBUGU 1ST INTERESTED PARTY

GULABCHAND SAMJI SHAH 2ND INTERESTED PARTY

KANAAIYALAL MOHANLAL PANDYA 3RD INTERESTED PARTY

RULING

INTRODUCTION

1. There are three applications before the Court for determination. The same will be dealt with concurrently as they are interrelated.

THE 1ST INTERESTED PARTY'S APPLICATION

2. The first Application is the 1st Interested Party's Notice of Motion dated 15th December 2011. It is expressed to be brought under the provisions of Sections 38, 44 and 48 of the Civil Procedure Act, as well as Order 22 Rules 69, 70(1) & (2), 77(1) and 79 of the Civil Procedure Rules, 2010.
3. The application sought for the following orders:-

1. *That the sale of the premises L.R No. 217 (Original Number 179/20)/IV/MN to the interested party/applicant at the public auction held on the 22nd August 2011, confirmed and made*

absolute.

2. *That this honourable court be pleased to issue a certificate confirming the interested party/applicant as the purchaser of the premises L.R No. 217(Original Number 179/20)/IV/MN public auction (sic) held on the 22nd August 2011 and the said sale as absolute.*
3. *That leave be granted to the interested party/applicant to deposit the balance of the purchase price on the sale and purchase of the premises L.R No. 217(Original Number 179/20)/IV/MN public auction held on the 22nd August 2011, in court.*
4. *That costs of the application be provided.*

4. The application was supported by the affidavit of **NJAMA WAMBUGU**, the 1st Interested Party herein, and sworn on 15th December 2011 as well as his supplementary affidavit sworn on **22nd October 2014** and filed on even date.
5. He averred that he was the highest bidder at the public auction held on the 22nd August 2011 which was conducted by Stephen Karanja Kangethe T/A Dalali Traders. He further averred that he paid the 25% deposit and was ready and willing to deposit the balance thereof in court. It was also his assertion that he had already been issued with a certificate of sale by the auctioneer conducting the sale confirming him as the highest bidder at the said auction and hence the purchaser.
6. It is his case that the title to the said premises passed to him as the purchaser upon the fall of the hammer at the said public auction. It was further his case that the said sale had not been set aside by this court.
7. He therefore urged the Court to allow the prayers sought in his application.

THE PLAINTIFF'S APPLICATION

8. The Second application is the Plaintiff's Notice of Motion dated 15th May 2012. It was expressed to be brought under the provisions of sections 1A, 1B, 3A and 98 of the Civil Procedure Act, Sections 64 and 65 (h) of the Registration of Titles Act (now repealed), as well as Order XXII Rule 70 (1), 79, 80 and Order LI Rule 1 of the (Old) Civil Procedure Rules.
9. The Application sought for the following orders that:-

1. *The Sale by Public Auction of the Property Comprised in Title Number CR 217 (Original Number 179/20) Mtwapa Creek, Kilifi District on 22nd August 2011 to Mr. Njama Wambugu by M/s Dalali Traders be made absolute.*
2. *The Court be pleased to direct that the Deputy Registrar of the High Court of Kenya at Milimani be nominated in place of WENDY JANE BAIRD the Registered Owner of the property comprised in Title Number C.R Number 217 (Original Number 179/20) Mtwapa Creek, Kilifi District to forthwith execute the Transfer and/or any instrument of transfer in favour of Njama Wambugu.*
3. *The Registrar of Titles in Mombasa or any of his authorized registrars do dispense with the production of the Original Certificate of Title or Grant in respect of the property comprised in Title Number C.R Number 217 (Original Number 179/20) and forthwith do all necessary acts for the registration of the transfer thereof to Njama Wambugu and issuance of a Certificate of Title or Grant in favour of Njama Wambugu.*
4. *The Judgement Debtor do forthwith hand over vacant possession of the property comprised in C.R Number 217 (Original Number 179/20) to Njama Wambugu.*
5. *The Purchase Monies aforesaid being the sum of Kshs. 7,900,000/= be paid out in the following Order of priority as per the Settlement of Terms adopted by the Court on 21st July 2010 presided over by Lady Justice Mugo.*
 - a) *The Sum of Kshs. 2,467,294.95 as at 4th June 2007 together with interest thereon at 12% per annum until payment in full.*

- b) The Sum of Kshs. 250,000/= to Dalip Singh Obhrai.*
 - c) The Sum of Kshs. 1,000,000/= to Gulabhand Samji Shah.*
 - d) The Balance to be paid to the Judgement Debtor.*
- 6. That the Court be pleased to make any further orders as it deems mete and just.*
- 7. The Costs of this Application be awarded to the Decree-Holder.*

THE PLAINTIFF'S CASE

10. The Application was supported by the affidavit of KITHINJI MARETE filed herein on **5th September 2011**, the Further Affidavit of NJOROGE REGERU sworn on **30th May 2014** and filed on even date, as well as his 2nd Further Affidavit sworn on **1st October 2014** and filed on **2nd October 2014**.
11. The Plaintiff averred that the Property Comprised in Title Number C.R Number 217 (Original Number 179/20), (herein the suit property) which property is immoveable was sold to Njama Wambugu on 22nd August 2011. The sale was by Public Auction pursuant to an Order of this court made in execution of its decree, the execution of which the Judgment-Debtor had stalled on numerous occasions.
12. It was the Plaintiff's case that the purchaser was desirous of obtaining the requisite completion documents so as to take possession of the property. It was also the Plaintiff's case that since the Judgment Debtor was allegedly outside the Court's jurisdiction and given her conduct over the years it was imperative that the Court do nominate its Deputy Registrar to execute the requisite Transfer of Title and all other documents necessary for the transfer of the property to the purchaser.
13. The Plaintiff therefore urged the Court that it was in the interests of justice that the Prayers sought in this Application be granted.

THE DEFENDANTS' CASE

14. The 1st and 2nd Defendant's opposed the applications vide the Replying affidavits sworn by **Victor C. Mwachinameli** on **21st July 2014** and filed on 22nd July 2014. The affidavits were virtually similar.
15. The Defendants' case was that the Plaintiff lacked locus standi to urge this court to declare the purported sale absolute. According to them the Plaintiff in these proceedings is pursuing the claim in his personal capacity.
16. On the issue of sale by public auction, the Defendants averred that the auction contravened the auctioneers' rules. It was their view that there was no basis of setting the reserve price, whereas the auction was carried on the 22nd August, 2011, and the undervalued professional valuation was made on the 7th March, 2008. They further averred that on the purported date and time of the auction, no auction took place and that the purported auction is just a means to hoodwink this Honourable Court.
17. It was the Defendants' contention that no evidence had been adduced to prove that the 1st interested party indeed purchased and paid 25% of the purchase price on the purported auction day. The Defendants averred that the conditions of sale were not adhered to as no money had ever been deposited in court, either the 25% or the balance of the purchase price within the stipulated period.
18. It was also the Defendants' contention that the property was grossly undervalued as at 7th March, 2008 culminating to the reserve price of the purported auction sale price. According to the Defendants, if given an opportunity with this Honourable Court's conditions as it may impose, they are capable of selling the property at the prevailing market price and clear the claimants herein to the last penny. The Defendants' case therefore is that the purported sale/auction was null and void.

19. In view of the foregoing, the Defendants urged the Court that it was in the interest of justice that the purported sale should not be upheld.

THE 2ND INTERESTED PARTY'S CASE

20. The 2nd Interested Party opposed the application and in particular the proposed distribution set out in prayer 5 thereof. He filed the Grounds of Opposition dated **24th January 2014** and swore a Replying affidavit on **6th March 2014** and filed it on **10th March 2014**.
21. He averred that he had a registered first legal Charge over the suit property herein dated 31st August 1995. Under the said legal Charge, the secured amount of Kshs. 1,529,510 was to be repaid in quarterly instalments of Kshs. 125,000 together with interest thereon at the agreed rate of 24% per annum from 1st August, 1995 until payment. It is the 2nd Interested Party's position that the first legal Charge has not been discharged. Further, on 31st August 1995, he consented to a Second legal Charge by Dalip Singh Obhrai over the same suit property for a sum of Kshs. 250,000.00 and which Second Charge has also not been discharged.
22. He further averred that the amount outstanding and due to him as at 31st January, 2014, computed on simple interest basis, was Kshs. 8,687,616.80 and continued to accrue interest at 24% per annum until payment in full. Mr. Shah noted that he was aware that the suit property was sold to the first interested party at a public auction on 22nd August 2011 in whose favour a caveat dated 7th October, 2011 had been registered against the Title to the property claiming purchaser's interest.
23. It was his case that he was opposed to the proposed distribution of the proceeds as stated in prayer 5 of the application his reason being that, as a secured creditor, he was entitled to receive the sale proceeds in accordance with the provisions of the first legal Charge and in priority to the Plaintiff. On the other hand, he argued that the Plaintiff was an unsecured creditor and was not entitled to receive the sale proceeds from the sale of the suit property in priority to him as a secured creditor.

PLAINTIFF'S REPLY

24. In reply to the 2nd Interested Party, the Plaintiff averred that a determination had to be made on distribution of the purchase monies being Kshs. 7,900,000/= and/or the priority of settlement of the Defendants debts owing to the Plaintiff, the 2nd and the 3rd Interested Parties. The Plaintiff also noted that a search on the suit property revealed the registration of a Charge dated 31st September, 1995 in favour of the 2nd Interested Party for Kshs. 1,000,000/- and not Kshs. 1,529,510/=. There was also a 2nd Further Charge in favour of the 3rd Interested Party for an unspecified amount and a caveat dated 7th October, 2011 by the 1st Interested Party.
25. It is the Plaintiff's position that in view of the foregoing, the correct apportionment of the amount realized from the sale of the subject property, as per the applicable law, should be as set out in his Application dated 15th May, 2012 as follows:-

(i) The Plaintiff - Kshs. 2,467,294.95 together with interest thereon at 12 % per annum from 4th June, 2007 until payment in full.

(ii) The 2nd Interested Party- The loan amount of Kshs. 1,000,000/= and interest thereon not exceeding Kshs. 1,000,000/=.

(iii) The 3rd Interested Party- The loan amount of Kshs. 250,000/= plus interest thereon not exceeding Kshs. 250,000/=.

(iv) The balance be paid to the Judgment Defendants.

26. It is also the Plaintiff's case that in as much as the secured creditors are entitled to receive the proceeds of the sale in priority to him, the circumstances of this case necessitate distribution of the

- sale proceeds in a lawful and equitable manner as set out above.
27. In reply to the Defendants, the Plaintiff disputed the allegation that the suit property had been undervalued. He averred that he had obtained a Report and Valuation of the suit property dated 15th August, 2011. Attached to his affidavit and marked “NR-1” a copy of the said Report and Valuation dated 15th August, 2011. As per the valuation carried out in 2011, the open market value of the suit property was Kshs. 12,300,000/=. According to the Plaintiff, the Defendant has not adduced evidence in support of the alleged value of the suit property at Kshs. 25 Million.
28. It was the Plaintiff’s assertion that the suit property was advertised for sale by public auction on 22nd August, 2011 in the Daily Nation published on 8th August, 2011. Subsequently, the suit property was sold by public auction on 22nd August, 2011 to the 1st Interested Party at Kshs. 7,900,000/=. A deposit thereof of Kshs. 1,975,000/= being 25 % of the purchase price was paid to the auctioneer at the fall of the hammer.
29. It was further his assertion that it was a term of the sale that the balance of the purchase price be paid to this Honourable Court within 15 days from the date of the sale which was on 22nd August, 2011. However, by an Application dated 19th August, 2011 and filed on 22nd August, 2011, the Defendants sought to stay payment of the proceeds of the auction pending hearing and determination of the said Application. Therefore, owing to the aforesaid application, the balance of the purchase could not be paid to the Court as required. The hearing of the application did not proceed.
30. On the issue of secured creditors, it is the Plaintiff’s case that whereas it is true that the 2nd and 3rd Interested Parties are secured creditors entitled to receive payment prior to him, the Court has power to re-open the charges securing the debt owing to the Interested Parties and to distribute the proceeds of sale equitably given the circumstances of this case.
31. On the issue of valuation, the Defendants maintained that the only valuation was the one dated 7th March 2008. According to them, the valuation dated 15th August 2011 was an afterthought and designed to fit the timings of the purported application. It was also the Defendant’s assertion that since the application filed on 22nd August 2011 has never been heard, there was nothing stopping the Plaintiff from complying with the conditions of sale as ordered by the Court, requiring him to deposit the balance of the purchase price in Court.

THIRD INTERESTED PARTY’S APPLICATION

32. The third application was the 3rd Interested Party’s application dated 23rd January 2014 and filed on 24th January 2014. The application was expressed to be brought under the provisions of Order 1 Rule 10 (2), Order 51 Rule 1 of the Civil Procedure Rules, 2010 as well as Sections 1A and 1B of the Civil Procedure Act. The application sought for orders that:-

1. *Spent*
2. *The purchase price of Kshs. (sic) realised following the sale of the property known as Plot No. MN/IV/217, C.R.17187 which is registered in the name of the 2nd Defendant be distributed to the 2nd defendant’s secured creditors in priority to the plaintiff who is an unsecured creditor.*
3. *The costs of this application be provided for.*

33. The application was supported by the affidavit of **Kanaiyalal Mohanlal Pandya**, the 3rd Interested Party herein, and sworn on 23rd January 2014. He has described himself as the executor of the Estate of Dalip Singh Obhrai who had a registered second legal Charge over the suit property, dated 31st August 1995. It is his case that the estate of the deceased has an interest in the proceeds of sale and he is therefore opposed to the proposed distribution of the proceeds. His contention is that as a secured creditor, the deceased is entitled to receive the sale proceeds in accordance with the provisions of the Charge and in priority to the Plaintiff.
34. This application is in essence a reply and opposition to the Plaintiff’s application dated 15th May 2012 and in particular to the mode of distribution of the sale proceeds of the suit property. Therefore, the application will be dealt with in addressing the Plaintiff’s and Interested Party’s

application which are almost similar.

LEGAL ANALYSIS

35. I have considered the various pleadings in this matter, the affidavits in support and opposition to the applications and the written submissions by Counsel. Having done so, I take the following view of the matter.
36. I will begin with the preliminary issue of whether or not the Plaintiff has *locus standi* to bring the current suit and application.
37. The brief facts of how the Plaintiff became involved in this matter are as follows. The Plaintiff formerly practiced law in the Firm of Messrs Salim Dhanji and Company Advocates up to and until 30th November, 2002 when the said Firm was dissolved. Prior to the dissolution of the said Firm, the Plaintiff, as the Partner in charge of litigation, had personal conduct of various matters on behalf of the Defendants. He successfully handled the matters that they were eventually determined in favour of the Defendants.
38. The firm of Salim Dhanji & Company Advocates by a statement of account dated 17th November, 2000 to the Defendants, requested for payment of fees for the professional services rendered in the sum of KShs. 2,909,269/=. However, the Defendants failed to settle the fees or any part thereof. Upon dissolution of the Firm effective from 30th November, 2002, it was agreed that the Plaintiff would retain the files relating to the Defendants and also, take such steps to recover the legal costs owing to the said advocates. The Defendants were invited to instruct the Plaintiff's law firm to take over the conduct of their matters but they declined. This prompted the Plaintiff to file High Court Miscellaneous Application No. 529 of 2004 whereat the Advocate-Client costs were taxed and assessed at KShs. 1,628,263.00 and a Certificate of Taxation was issued on 5th August, 2004. I believe these are the circumstances justifying the Plaintiff's position in this matter.
39. The Defendants have not disputed that they were represented by the firm of Salim Dhanji & Company Advocates and that Mr. Njoroge Regeru acted for them while practising in the said firm. Their case is that the Advocate-Client Bill of Costs was filed by Njoroge Regeru & Co. Advocates for Salim Dhanji & Co. Advocates without any authority and/or instructions. Further, the subsequent proceedings reverted to him in his individual capacity, which according to the Defendants is a fatal/defective act incapable of any cure. The Defendants did not refer to any law to support this allegation of defectiveness on the part of the Plaintiff to institute the suit in his capacity.
40. The Defendants position is that there is no evidence of the dissolution of the firm of Salim & Dhanji. I will not belabour on the issue of dissolution of the said firm. The logical presumption is that the said firm was dissolved, if not so, the Defendants are called upon to rebut that fact, which they have failed to do. In any case, if the firm was indeed not dissolved these proceedings wouldn't have gone on for this long without an objection from the said firm.
41. The Defendants have also raised the issue that there is no proof to the effect that the Plaintiff was a partner in the dissolved firm. There is nothing on record to show that the Plaintiff was a partner in the dissolved firm but even then it is clear that the Defendants are raising this issue a bit late in the day. The Plaintiff filed a Bill of Costs against the Defendants through his firm over ten years ago and the Defendants did not raise this issue. In any event, the Defendants, as I earlier stated have not disputed the fact that the Plaintiff conducted the matters on their behalf.
42. It is the Plaintiff's case that to-date, the Certificate of Taxation has not been altered and there is no dispute as to retainer. It is also his case that no other advocate practicing in the Firm of Salim Dhanji & Company Advocates before its dissolution has claimed from the Defendants legal costs for the same professional services rendered by the Plaintiff. The Plaintiff's argument is plausible; indeed the 'dissolved' firm has not claimed any legal fees from the Defendant. Besides, it does not appear to me that the Defendants are denying being indebted to the Plaintiff. In that case it seems to me that the issue of *locus standi* as raised by the Defendants is a futile battle.
43. I now turn to the substance of this matter. The main issue herein is whether or not the sale of the suit property by way of public auction was done in a proper manner as required by law.
44. The Defendants' case is that the public auction never took place and that if it did, it was not in compliance with the law. As to whether or not a public auction took place, I think the Certificate of sale issued to the 1st Interested Party is sufficient evidence that an auction took place. It is not

- enough for the Defendants to merely allege that there was no auction without any substantive evidence. It is also double speak for the Defendants to aver that there was no auction and at the same time raise allegations as to how the purported auction was not in compliance with the law.
45. As regards compliance with the law, it is the Defendants' case that the auctioneer contravened the provisions of the Auctioneers Act as there was no valuation done on the Defendants' property 12 months prior to the purported public auction on 22nd August 2011. It is therefore the Defendants' position that the property was sold at an undervalued price as the same was sold based on the valuation dated 7th March 2008. On the other hand the Plaintiff produced a valuation dated 15th August 2011 to show that the auction was based on a current valuation. The Defendants are of the view that this is a fabricated report as it was never in the Court record and was only produced after they raised the issue of valuation. Unfortunately, there is nothing to prove the Defendants' allegation or speculation. They did not produce any evidence to show that the report was a fabrication.
46. I have perused the valuation report dated 15th August 2011 which indicates that the property was valued at Kshs. 12,300,000/= and the forced value was Kshs. 9,200,000/=. The Property was apparently sold at Kshs. 7,900,000/=. The conditions of sale as given by the Court on 5th April 2011 were that the highest bidder would be declared the purchaser. (*see clause 3 therein*). In the said clause it was provided that the officer conducting the sale or the court had the discretion to decline the acceptance of the highest bid if the price offered appeared to be clearly inadequate. It is obvious that the Auctioneer conducting the sale accepted the highest bid as reasonable by issuing a Certificate of sale and this Court has also never declined acceptance of the highest bid.
47. I have perused the Defendants' application dated 19th August 2011 and filed on 22nd August 2011 in which the Defendants challenged the auction. However, the Defendants did not necessarily challenge the fact that the property was sold for Kshs. 7,900,000/=. Their contention was that the property was valued at over Kshs. 20,000,000/=. However, they failed to produce any valuation report to confirm the said value.
48. As for the conditions of sale set by this Court with regard to the auction, it is not in dispute that the Plaintiff was required to deposit 25% of the purchase price as well as the balance thereof in Court. This was however not complied with. The Plaintiff's case is that the Defendants had filed an application on 2nd August 2011 to stay the deposit of the said proceeds of the sale in Court. The application has not been prosecuted to date. In that case I agree with the Defendants' argument that there was nothing stopping the Plaintiff from complying with that condition. No wonder, the 1st Interested Party has prayed for an order that he be allowed to deposit the requisite amounts in Court.
49. I will reiterate the conditions of the sale at Clause 8 as provided by the Defendants in their written submissions as follows:

***“...in default of payment of the balance of the purchase money within the period allowed, the property shall be re-sold after the issue of a fresh notification of sale. The deposit after defraying the expenses of the sale, may, if the court thinks fit, be forfeited to the government and the defaulting purchaser shall forfeit all claim to the property or any part of the sum for which it may be subsequently sold.*”**

It has already been established that the Plaintiff did not deposit any monies of the purchase price within the required time and this was in breach of the conditions of sale which were mandatory. Besides the Certificate of sale issued to the purchaser (the 1st interested party) was to the effect that the 1st interested party would be declared the purchaser subject to complete payment of the purchase price. The 1st interested party never completed the purchase price by depositing the balance in Court within the required time. In addition, the Memorandum of sale states that the interested party had paid the sum of Kshs. 1,975,000/= by way of deposit to the High Court, which is not the case.

50. In light of the foregoing, I am compelled to find that the auction of 22nd August 2011 was not in compliance with the law and particularly the conditions of sale as set by the Court. The same is therefore declared null and void. Moreover, no prejudice will be occasioned to the purchaser as the

title to the suit property has not been transferred to him.

51. The other issue for this Court's determination was the mode of distribution of the proceeds from the sale of the suit property. It is the 2nd and 3rd interested parties' case that as secured creditors they should be given priority in distributing the proceeds of sale over the Plaintiff who is an unsecured creditor. It is trite that a secured creditor ranks in priority over an unsecured creditor. With regard to a Charge as is stated in the book "Land Law" by Nigel P. Gravells, 3rd edition-

"The advantage of such real security is that, even if the borrower becomes insolvent, the lender, as a secured Creditor, will take priority over the general unsecured creditors of the borrower ..."

The Plaintiff has not contested the fact that the 2nd and 3rd interested parties are secured creditors and that they rank in priority over him. His case is that the court has power to re-open the charges securing the debt owing to the Interested Parties and to distribute the proceeds of sale equitably given the circumstances of this case.

The Plaintiff cannot seek to claim the amount owed to him together with interests and ask that the 2nd and 3rd interested parties who are actually secured creditors be paid the principal amount without interest. This will not be equitable. However, considering that the sale of the suit property was ordered by the Court to satisfy the decree in favour of the Plaintiff, this court is of the view that it would not be just and fair to disentitle the plaintiff of a share of the proceeds just because he was an unsecured creditor. It is also trite that court orders are not issued in vain and in that case it would be appropriate that the decree in favour of the Plaintiff is satisfied as was intended by the court. However, this will now be done in an equitable manner considering the debts owed to the 2nd and 3rd interested parties. After all, the Plaintiff was well aware of the charges against the suit property.

52. It is not in dispute that there are two charges against the suit property in favor of the 2nd and 3rd interested party respectively. However, the Defendants have objected to the claim advanced by the 2nd and 3rd interested parties. The Defendants case is that the interests therein are unconscionable. The Defendants did not elaborate on this allegation. It is clear from the 2 charges in favour of the 2nd and 3rd interested parties that the monies advanced to the Defendants was to attract interest at the rate of 24% per annum. The court can therefore not rewrite this agreement between the parties.

53. In the upshot, the following are the Court Orders:-

- a. ***The three Applications herein are not allowed for the reason that the auction in question has been declared a nullity.***
- b. ***The Plaintiff to conduct a fresh auction in compliance with the law and any conditions to be provided by the Court.***
- c. ***The Plaintiff, the 2nd and 3rd interested parties to jointly advertise the suit property for sale within 30 days from the date of this ruling and after a proper valuation of the said property.***
- d. ***The purchaser to deposit 25% of the purchase price in Court immediately after the auction.***
- e. ***The balance of the purchase price to be deposited in Court within 30 days from the date of the auction.***
- f. ***The parties herein, that is the Plaintiff, the 2nd and 3rd interested parties to attend the Court for formal proof to establish the amounts due and owing to them within 10 (ten) days from the date of the auction.***
- g. ***Thereafter this Court shall make a determination on the equitable distribution of the sale proceeds from the suit property.***
- h. ***Costs shall be in the cause.***

Orders accordingly.

READ, DELIVERED AND DATED AT NAIROBI THIS 12TH JUNE DAY OF JUNE 2015

E. K. O. OGOLA

JUDGE

PRESENT:

Mr. Kimani holding brief for Ngonde for the Plaintiff/Applicant

No appearance for the Defendants/Respondents

Ondieki holding brief for Njenga for 1st Interested Party

Ogado holding brief for Njenga for 2nd and 3rd Interested Parties

Teresia – Court Clerk