



**REPUBLIC OF KENYA**

**IN THE HIGH COURT OF KENYA**

**AT NAIROBI (MILIMANI COMMERCIAL COURTS)**

**Civil Suit 2123 of 2000**

**INDUSTRIAL & COMMERCIAL DEVELOPMENT**

**CORPORTION (ICDC).....**

**PLAINTIFF**

**VERSUS**

**NURU CHEMISTS LIMTIED ..... 1<sup>ST</sup> DEFENDANT**

**JAMES MASITA ISABOKE ..... 2<sup>ND</sup> DEFENDANT**

**REBECA NYANCHAMA NYAKUNDI ..... 3<sup>RD</sup>**

**DEFENDANT**

**RULING**

The plaintiff filed a suit seeking for a liquidated sum of Ksh.5,117,645/80 from the defendants. The sum is in respect of a loan advanced to the defendants pursuant to a loan agreement entered into, between the plaintiff and the defendants. The defendants filed a defence denying liability.

The plaintiff filed a notice of motion seeking for summary judgment against the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendants as specified in the plaint. This application is based on the grounds that the defendants' defence is a sham as the defendants are indebted to the plaintiff pursuant to a loan agreement dated August 2000, and the indebtedness is admitted.

The supporting affidavit by Isacc Buddy Mogaka gives further details of how the loan was granted, it was guaranteed by the 2<sup>nd</sup> and 3<sup>rd</sup> defendants. They failed to pay the loan which stood at Ksh. 5,117,645.80 as at 31<sup>st</sup> August 2000 attracting interest at 24%% per annum.

The defendants despite having been served with this Notice of Motion have not filed a replying affidavit. Accordingly the plaintiff's application is allowed and summary judgment is entered against the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendants as prayed. Costs to the plaintiff.

**RULING READ AND SIGNED THIS 30<sup>TH</sup> DAY OF JUNE 2009.**

**M.K. KOOME**

**JUDGE**