



REPUBLIC OF KENYA

**IN THE HIGH COURT OF KENYA**  
**AT NAIROBI (NAIROBI LAW COURTS)**

**Civil Case 2232 of 2007**

**JACK AND JILL LTD ..... PLAINTIFF**

**VERSUS**

**TESCO CORPORATION LTD ..... DEFENDANT**

**RULING**

**COURT AS BEFORE**

1. “By consent, the defendant to pay the plaintiffs Ksh.12. m on or before 17 March 2008.
2. That the defendant to sign a formal lease with the plaintiff on or before the 17 March 2008. In default of signing the lease the defendant will give the plaintiff vacant possession of the premises.
3. That the defendant is to pay the plaintiff costs to be agreed upon and if not agreed to be taxed by the court.
4. That this matter be mentioned on the 16 April 2008 Wednesday 9.00 a.m. to confirm compliance.”
5. Costs in cause for 6.3.08 mention.

Signed O.Omogeni for Omongoi & Co. Advocates for plaintiff

C/o Okongo Omogeni & Co. Advocates

Signed Migiro Maria for the defendant

C/o Odera Obar & Co. Advocates for the defendant.

6.3.08

Application granted and orders accordingly.

M.A. Ang’awa

Judge

6.3.08

Position of file

1. Parties have compromise suit.
2. 1.2 m to be paid by defendant

Lease to be signed by defendant all by Monday 17.3.05.

3. Formal proof Wednesday 16.4.08 at 9.00 a.m. to confirm compliance.

M.A. Ang'awa

Judge

16.4.08

Coram: Hon. Lady Justice M.A. Ang'awa, J.

Court clerk: Mulinge

Okongo Omogeni & Co. Advocates for the plaintiff/applicant – present

Odera Obar & Co. Advocates for the defendant/respondent – present

O. Omogeni for plaintiff/applicant

M. Migiro for the defendant/respondent

O. Omogeni – The defendant have given two cheques which have been returned

Cheque No.004390 – 15.3.08 Ksh.1.2 million (banked 17.3.08 – returned refer to drawer.

Cheque No.004391 – 31.3.08 Ksh.0.600 – banked 1.4.08 returned refer to drawer.

M. Migiro – That is so. I also confirm the lease agreement has not been signed.

Court Directions

1. The consent entered on 6 March 2008 be executed forthwith  
according to law.

**M.A. ANG'AWA**

**JUDGE**