



Awadh & 34 others v Registered Trustees of Teleposta Pension Scheme (Environment and Land Case Civil Suit 739 of 2007) [2022] KEELC 13631 (KLR) (13 October 2022) (Judgment)

Neutral citation: [2022] KEELC 13631 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT AND LAND CASE CIVIL SUIT 739 OF 2007
OA ANGOTE, J
OCTOBER 13, 2022**

BETWEEN

SALIM AWADH & 34 OTHERS PLAINTIFF

AND

REGISTERED TRUSTEES OF TELEPOSTA PENSION SCHEME .. DEFENDANT

JUDGMENT

1. By a Plaint dated 25th October, 2007, the Plaintiffs are seeking for the following reliefs as against the Defendant:
 - a. An order of Permanent Injunction to restrain the Defendant whether by themselves and/or through Teleposta Pension Scheme, its servants, agents, representatives, advocates, auctioneers or any of them or otherwise howsoever be restrained by a temporary order of injunction from doing the following acts or any of them that is to say from advertising for sale, disposing or selling by public auction, tender, bids or private treaty howsoever at any time completely by conveyancing, transfer or any sale concluded by auction, private treaty leasing, selling or otherwise howsoever interfering with the Plaintiffs/Applicants peaceful and priority right to purchase houses known as C6, H6, C7, M5, B2, L2, H1, H3, L3, G, H8, C4, 15, J8/3, B10, B7, M8, G7, L12, J2/2, D6, L5, J10/2, C3 and D2 Jogoo Road Flats and A1, A5, B1, B4, B13, B15, B18, B20, C7 and C3 Elgeyo Marakwet Road Flats pending the hearing and determination of this suit.
 - b. Spent-An order of Temporary Injunction to restrain the Defendant, its servants and agents from issuing, threatening, eviction and/or otherwise interfering with the Plaintiffs' quiet enjoyment of the suit premises Jogoo Road Flats pending the determination of this suit and or until further orders of the Honourable Court.



- c. A declaration that the decision of the Defendant not to offer the Plaintiffs the first priority or no offer at all to purchase the flats situated within Jogoo Road is unlawful, discrimination and is ultra vires the Defendants terms and/or conditions of offer of its houses and the same is for rescinding. A declaration that the Defendant is estopped through the doctrine of equitable estoppel from alienating the Plaintiffs priority to purchase their respective houses.
 - d. An order of permanent injunction restraining the Defendants, its servants and/or agents from threatening to evict and/or otherwise interfere with the Plaintiffs quiet and peaceful possession of the suit premises situated at Jogoo Road.
 - e. An order of specific performance compelling the Defendant to issue a letter of offer to the Plaintiffs in respect of the suit premises within Jogoo Road.
 - f. Costs of the suit to be borne by the Defendant.
 - g. Any other relief that this Honourable Court may deem fit to grant.
2. This suit was instituted by 35 Plaintiffs whose case was that at all material times, the 1st -25th Plaintiffs are and have been tenants in the Defendants' houses located along Jogoo Road while the 26th to 35th Plaintiffs are and have been tenants in the Defendant's houses located along Elgeyo Marakwet Road (herein known as the suit properties).
 3. The Plaintiffs averred in the Plaint that vide the letters of 26th April, 2002 and 25th October, 2002, the Defendant offered its various houses for sale to members of its scheme, including the Plaintiffs, in which the right to purchase the houses was first allocated to the staff occupying the premises on the terms therein.
 4. It was averred by the Plaintiffs that upon receipt of the letters of offer, they filled the prescribed form A and duly forwarded it to the management of the Defendant anticipating a response on the same; that the decision to offer the houses for sale to the Plaintiffs was arrived at after serious deliberation and that it was an express condition that the houses be disposed off and the occupants be given priority over other purchasers.
 5. The Plaintiffs averred that contrary to their expectations and in breach of the contract, the Defendant decided to offer the subject houses for sale to other persons and that the Defendant has unilaterally increased the rent.
 6. Other particulars of breach by the Defendant include purporting to alienate the Plaintiffs' priority right of purchasing their respective houses and offering them for sale to other persons and refusing to accept rent from the Plaintiffs. It was averred by the Plaintiffs that their families have been living in the houses and have no alternatives and that they are willing to make payments to secure the first opportunity to purchase the suit properties.
 7. Vide its Defence of 10th February, 2009, the Defendant denied the Plaintiffs' averments stating that its letter of 25th October, 2003 was merely an expression of interest by the Defendant to the occupants of its houses requesting them to confirm interest in purchasing the houses and that the letter did not create any binding relationship.
 8. It was averred by the Defendant that Form A merely confirmed the occupants' interest in purchasing the houses; that the Defendant is entitled by law to charge rent for its premises at market rates; that the Defendant did not coerce the Plaintiffs to sign tenancy agreements and that the Plaintiffs sought in HCC 969 of 2005 an order to stop the Defendant from charging monthly rent of Kshs 17,000.



9. It is the Defendant's case that the court in HCCC No. 969 of 2005 found that the Plaintiffs are bound by the Scheme's decision to increase rent and required them to sign new tenancy agreements and further that the Plaintiffs have no vested right in the houses occupied and/or other houses of the scheme and that the decision of the court remains unchallenged and is binding on the Plaintiffs.

Hearing & Evidence

10. The matter proceeded for hearing on 20th January, 2021. Plaintiff number 21, PW1, informed the court that she was representing the Plaintiffs in this case; that she was employed by the then Kenya Posts and Telecommunication Corporation in 1986 as a typist and that when Kenya Posts and Telecommunication Corporation split in to three entities in 1999, she was assigned to work for Telkom Kenya where she continued working until her retrenchment in 2008.
11. PW1 informed the court that during her employment, she was allocated a two bedroomed house at Jogoo Road, being house number MC3 which she occupies to date; that the Defendant would automatically deduct rent from her salary through a check-off system and that sometime in 2003, the Defendant issued her and the other Plaintiffs a letter in which it requested them to express interest in buying the houses they occupied.
12. According to PW1, they filled the relevant documentation indicating their interest in the houses they were occupying and awaited offer letters which they did not receive prompting them to seek legal advice.
13. According to PW1, they proceeded to file a case in court; that the Court issued injunctive orders restraining the Defendant from selling the houses until the matter was determined; that whereas prior to their retrenchment they paid rent through the check-off system, after retrenchment they were asked to pay the rent at GPO Teleposta which declined to receive the rent and that they began paying rent to a company known as JIMCO but no receipts were issued to them.
14. PW1 testified that despite Court orders barring the Defendant from distressing for rent, the Defendant engaged auctioneers who distressed for rent and carried away their goods; that the Defendant later on issued them with a tenancy agreement which they declined to sign and that she is not a tenant and should be given priority as a purchaser to purchase the suit property.
15. In cross-examination, PW1 stated that she does not have a letter of allocation of the house from the Kenya Posts and telecommunication corporation; that she was allocated house no C3; that she does not have a letter of authority to represent the 34 Plaintiffs; that she duly filled Form A expressing interest to purchase the houses; that the Court did not prohibit them from paying rent and that the sample form A does not indicate that they should have been given priority to purchase the houses they were occupying.
16. Plaintiff number 18, PW2, informed the court that he was an employee of Kenya Posts and Telecommunication Corporation; that when it split, he was taken by Telkom Kenya where he retired on 8th February, 2008 and that he was allocated house C6 and paid rent by way of the check-off system.
17. According to PW2, after being retrenched in 2008, they were given letters of expression of interest to purchase the houses they occupied; that he signed form A which was attached to the letter and filled it in; that he took a copy of Form A before filling it and that he was never given an offer letter due to discrimination leading to the filing of this suit.
18. It was the evidence of PW2 that the court granted orders stopping the sale of the houses until determination of the suit; that he is entitled to purchase the house he stays in because he is a scheme



- member and was an employee of Telkom Kenya and that the Defendant has been harassing them by sending auctioneers to distress for rent. According to PW2, he was testifying on behalf of Salim Awadha who was unable to get permission to attend court.
19. In cross-examination, PW2 testified that he is still a member of the pension scheme; that he occupies house no C6 on Jogoo Road which belongs to the Defendant; that he does not know when he stopped paying rent; that he does not know to whom he should pay rent and that he does not have a copy of the Form A which he filled.
 20. PW2 informed the court that the Court Order did not stop them from paying rent; that the letter advertising the properties for sale was done while he was still living on the property; that he never signed the tenancy agreement neither did he pay rent nor surrender the house keys as advised and that he was unaware that some of the Plaintiffs signed tenancy agreements and were given offer letters.
 21. DW1 testified that he has been with the pension scheme since 1999 and has been the administrator and Trust Secretary for 12 years; that the pension scheme pays pension benefits to former employees; that the Plaintiffs were tenants in the Defendant's premises and that they were issued with an expression of interest letter to buy the property by filling Form A if interested and return the same to the Defendant after which letters of offer would be issued.
 22. It was the evidence of DW1 that the Plaintiffs did not return the filled Form A to the Defendant; that the filling of Form A did not create a contract; that vide the letter of 15th April, 2005, the Plaintiffs were informed that the Defendant had appointed a managing agent who would handle all matters and that rent was increased by the landlord and with effect from 1st July, 2005 and the Plaintiffs were to individually sign tenancy agreements and remit the rent directly to the Defendant.
 23. According to DW1, the Plaintiffs have not been paying rent and attempts by the Defendant to distress for rent have been unsuccessful and that in total, the Defendant is owed the sum of Kshs 103,000,000 by the Plaintiffs.
 24. During cross-examination, DW1 stated that the issue of rent has been determined; that the Plaintiffs had a priority because they were tenants and that they were to express interest in the purchase of the houses they were occupying by filling Form A if interested and Form B if not interested.
 25. It was the evidence of DW1 that the Plaintiffs were to express interest in the houses in writing; that after July, 2005, each tenant was to clear the outstanding rent and pay 10% of the purchase price and the balance to be cleared within 90 days and that none of the Plaintiffs complied with these requirements.

Submissions

26. The Plaintiffs' advocate submitted that the Plaintiffs were allocated their houses by Kenya Posts and Telecommunication Corporation by virtue of being its employees, majority of whom have occupied the houses since the early 1990's and that the Plaintiffs had legitimate expectation with respect to the purchase of the houses.
27. It was submitted by Counsel that the Plaintiffs were discriminated against by the Defendant; that the Plaintiffs as former employees of Teleposta have the same status as other members of the scheme who were given letters of offer to purchase their houses and that there is no justification for the unfair treatment.
28. It was submitted that the prayer for rent having been made during oral testimony is unwarranted as the same was never specifically sought by way of a counter-claim as expressed in Order 7 Rule 7 of the Civil Procedure Rules. Reliance was placed on the case of W.W.W. vs P.M.M [2015] eKLR.



29. The Defendant's advocate submitted that Order 1 Rule 13 of the Civil Procedure Rules requires that where a Plaintiff intends to act in a representative capacity, he must be authorized to do so in writing by other Plaintiffs; that having failed to adduce evidence of written authority, PW1 & PW2's evidence was tendered in their personal capacity and that the Court should dismiss the suit as against the other Plaintiffs.
30. It was submitted that the suit against the Plaintiffs, other than PW1 & 2, should be dismissed for lack of evidence; that neither PW1 nor PW2 submitted the Form A's purportedly signed and submitted to the Defendant demonstrating their interest in purchasing the properties and that in any event, the submission of Form A did not create any contractual obligation but was merely an expression of interest.
31. According to Counsel, the Plaintiffs are not entitled to permanent injunctive orders because they have failed to demonstrate that they had a first priority to purchase the suit properties and that the prayers for injunction have equally been made in bad faith to prevent the Defendant from collecting rent due from the Plaintiffs since 2005.
32. Counsel for the Defendant submitted that specific performance is based on the existence of a valid enforceable contract; that the expression of interest was a mere invitation to treat and not a letter of offer creating legal obligations and that as such, it was not capable of being enforced.

Analysis & Determination

33. Having considered the pleadings, testimonies and submissions by the parties herein, the following issues arise for determination;
 - i. Whether PW1 & PW2 have the requisite locus to testify on behalf of the other Plaintiffs?
 - ii. Whether the Plaintiffs were entitled to be given first priority to purchase the suit properties?
 - iii. Whether the Plaintiffs are entitled to the orders sought?
34. It is the Defendant's case that PW1 and PW2 do not have the requisite locus standi to tender evidence as representatives of the other Plaintiffs for want of written authority pursuant to Order 1 Rule 13 of the Civil Procedure Rules and that subsequently, the testimonies by PW1 and PW2 were rendered in their personal capacities and should be considered as such.
35. The Plaintiff filed herein relates to 35 Plaintiffs. It is not indicated in the Plaintiff that it is a representative suit. Where there are several Plaintiffs and/or Defendants, Order 1 Rule 13 of the Civil Procedure Rules, 2010 allows a single Plaintiff to be authorized and/or mandated to appear, plead or act on behalf of the rest of the Plaintiffs. It provides as follows:
 - “(1) Where there are more Plaintiffs than one, any one or more of them may be authorized by any other of them to appear, plead or act for such other in any proceeding, and in like manner, where there are more defendants than one, any one or more of them may be authorized by any other of them to appear, plead or act for such other in any proceeding.
 - (2) The authority shall be in writing signed by the party giving it and shall be filed in the case.”



36. The Court of Appeal in *Chalicha Farmers Co-operative Society Limited vs George Odhiambo & 9 Others* [1987] eKLR had occasion to consider a similar issue and stated thus;

“This suit raises some points to be considered in law. The first is that when the summonses were served, only four entered appearances and filed defences. At the time of the hearing two of those who filed joint defences attended and participated in the hearing. One of those who neither entered appearance nor filed defence attended and participated in cross-examining the plaintiff’s witnesses. Others never entered appearances or filed defences or attended the hearing. Their claim is that they had appointed the first respondent, George Odhiambo, as their spokesman. The question is, is that the proper procedure? If George Odhiambo was to represent them then, either Order 1 rule 8 or rule 12 of the Civil Procedure Rules should have been followed. It was not proper in that respect and the trial judge should not have allowed George Odhiambo to represent and proceed with the suit as he did. The appearance and defence of defendants (respondents) 1, 2 5 and 7 were prepared and filed by an advocate and if the defences were on the basis of representative action, then the advocate should have stated so. The trial judge in allowing the suit to proceed as a representative suit caused miscarriage of justice in that the suit should have proceeded on formal proof and judgment entered for the plaintiff against those who did not enter appearance and/or filed defences, and against those who did not attend at the trial. Judgment should have been entered against defendants 3 to 10.... George Odhiambo could not have been allowed to represent other defendants without written authority. This caused miscarriage of justice.”

37. In *Stephen lolo Tathi & Others vs Mahahm Musa Kioko Ziwani Mosque & School Association*[2003] eKLR, the High Court posited thus;

“Order 1 rule 12(1) stipulates that where there are more than one plaintiff any one or more than may be authorized by any other of them to appeal plead or act for such other in any proceeding. Order 1 rule 12(2) stipulates that the authority shall be in writing signed by the party giving it and shall be filed in the case.”

38. More recently, the Court in *Noor Ahmed Noor & 158 others vs Kenya Railways & another* [2016] eKLR persuasively expressed itself as follows:

“From the foregoing, the salient requirements of an appearance of one of several Plaintiffs or Defendants, are to have a (i) written document (ii) signed by Plaintiffs or Defendants authorizing one of them to (iii) appear, plead or act, which must be (iv) filed in the case. On perusal of the Plaintiffs’ bundle of documents in the Court record, there is a document titled “Authority to Act (Under Order 1 Rule 12 of the Civil Procedure Rules). The contents therein are very clear, that: the undersigned from the date thereof until the determination of the suit authorize Noor Ahmed Noor the 1st Plaintiff, to act, appear, execute/sign documents/pleadings relating to the suit and to instruct counsel/advocate on their behalf to prosecute the suit. The Authority is accompanied by a list of all the Plaintiffs who appended their signatures. Whilst it is not an express requirement, the Authority also has the descriptions of the firm from which it is drawn and filed and whom to be served upon. I am satisfied that the provisions of Order 1 Rule 13 have been met and consequently find that the point of objection fails.”



39. In the present circumstances, the Plaintiff was accompanied by the Verifying Affidavit of the 1st and 25th Plaintiffs, sworn with the authority of the 2nd to 24th Plaintiffs. The written authority of the other Plaintiffs was not exhibited.
40. It therefore follows that the evidence by PW1 & PW2 is with respect to their individual cases and the cases of the other 23 Plaintiffs. What then happens to the rest of the Plaintiffs? It is a cardinal principle of law that he who alleges must prove. The failure by the other Plaintiffs to testify essentially means that their case was unprosecuted. As such, the only recourse open to this Court is to dismiss the same which it proceeds to do. The merit of the 1st to 25th Plaintiffs will be considered under the next head.
41. The Plaintiffs herein (PW1 & PW2) instituted this suit seeking inter-alia, for a declaration that the Defendant's decision not to offer the Plaintiffs the first priority or any offer to purchase the suit properties is unlawful and discriminatory and a declaration that the Defendant is estopped through the doctrine of equitable estoppel from alienating the suit properties without giving the Plaintiffs the first priority.
42. It is the case of the Plaintiffs that they were employees of Kenya Posts and Telecommunication Corporation and later on Telkom Kenya; that during their tenure of employment, they were allocated houses whose rent they paid through a check-off system where it was automatically deducted from their salaries and that sometime in October 2003, they were issued with a request for expression of interest to purchase the houses they occupied, which they duly filled and submitted.
43. According to the Plaintiff, the above notwithstanding, the Defendant failed and/or refused to issue them with letters of offer, which action was discriminatory, and that as former employees and members of the pension scheme, they are entitled to be given the first option of purchase. It is the Plaintiff's case that the Defendant's actions in refusing to offer them the houses to sale breached their legitimate expectation.
44. In response, the Defendant maintains that the letters of expression of interest did not create legal obligations, the same being merely an invitation to treat; that in any event, neither PW1 nor PW2 produced in evidence Form A that they filled and purportedly sent to the Defendant and that its failure to issue letters of offer to the Plaintiffs did not breach any contractual obligations.
45. According to the Defendant, the Plaintiffs are not entitled to any injunctive orders, the said prayer having been made in bad faith and the Plaintiffs having come to court with unclean hands by virtue of not having been paying rent.
46. The principle of legitimate expectation has been the subject of court discourse. The Supreme Court of Kenya in *Petition No. 14 of 2014, Communications Commission of Kenya & 5 others vs Royal Media Services Limited & 5 others* pronounced itself on the principle as follows:-
- “Legitimate expectation” is a doctrine well recognized within the realm of administrative law, as is clear from the English case, *In re South African Veterinary Council vs Szymanski*: “...the courts have developed a relatively novel doctrine in public law that a duty of consultation may arise from a legitimate expectation of consultation aroused either by a promise or by an established practice of consultation.”
47. The Court of Appeal in *Attorney General & 2 others vs Muthuuri & 4 others (Civil Appeal 352 of 2019) [2021] KECA 41 (KLR)* stated thus;
- “The concept of “legitimate expectation” was more succinctly propounded in the South African case, *South African Veterinary Council vs Szymanski 2003 (4) S.A. 42 (SCA)* at



[paragraph 28]: the Court held expressed itself follows:-“The law does not protect every expectation but only those which are 'legitimate'. The requirements for legitimacy of the expectation include the following: (i) The representation underlying the expectation must be 'clear, unambiguous and devoid of relevant qualification': De Smith, Woolf and Jowell (op cit [Judicial Review of Administrative Action 5th ed] at 425 para 8-055). The requirement is a sensible one. It accords with the principle of fairness in public administration, fairness both to the administration and the subject. It protects public officials against the risk that their unwitting ambiguous statements may create legitimate expectations. It is also not unfair to those who choose to rely on such statements. It is always open to them to seek clarification before they do so, failing which they act at their peril. (ii)The expectation must be reasonable: Administrator, Transvaal v. Traub (supra [1989 (4) SA 731 (A)] at 756I - 757B); De Smith, Woolf and Jowell (supra at 417 para 8-037).ii.The representation must have been induced by the decision- maker: De Smith, Woolf and Jowell (op cit at 422 para 8-050); Attorney- General of Hong Kong v. Ng Yuen Shiu [1983] 2 All ER 346 (PC) at 350h - j.iii.The representation must be one which it was competent and lawful for the decision-maker to make without which the reliance cannot be legitimate: Hauptfleisch v. Caledon Divisional Council 1963 (4) SA 53 (C) at 59E - G.”

48. The Court went on to summarize the principle of legitimate expectation thus;

“From the foregoing decisions the germane principles that emerge can be succinctly summarized as follows:-(a) there must be an express, clear and unambiguous promise given by a public authority; (b) the expectation itself must be reasonable; (c) the representation must be one which it was competent and lawful for the decision-maker to make; and there cannot be a legitimate expectation against clear provisions of the law or *the Constitution*.”

49. According to the evidence of PW1 and PW2, they were promised by the Defendant that they will be given first priority in the intended sale of their houses and that to this end they were issued with letters of expression of interest which they duly completed by filling Form A which they sent to the Defendant. The Plaintiffs' basis for this claim is founded on the letter of 25th October, 2003 titled;

“Request for Expression of Interest to purchase scheme properties-Jogoo Road Flats.

The Board of Trustees is in the process of considering the possibility of selling House No. ...located at Jogoo Road. The provisional sale price is Kshs. 1, 300,000/= to be paid within Ninety (90) days on receipt of a sale offer and execution of a sale agreement. In addition, the Purchaser is expected to meet the legal fees and relevant statutory charges. Our records show that you currently occupy the above house. In case you currently occupy the house and are interested in purchasing the same and able to do so, please fill FORM A and return to Scheme Offices within one (1) month of the date of this letter. In case you are not able to purchase the house, please fill FORM B and return to Scheme Offices within one (1) month of the date of this letter. It is emphasized that:- a) The above indicated sale price is provisional and the actual price will be confirmed at the time of sale in case the latter place. b) The filling and returning of the attached form to the Scheme is merely an expression of interest and does not constitute a sale contract between the scheme and yourself.”

50. In response, the Plaintiffs assert that they duly filled Form A indicating their acceptance. A sample of Form A states as follows;

“Possible sale of Jogoo Road Flats-Nairobi Flat number



I refer to your letter Ref No.....dated.....on the above subject. I hereby confirm currently the above house and interested in buying the same. I further confirm that I am able to pay the total price of the house which is provisionally stated at Kshs/= within 90 days on receipt of the sale together with legal fees and any statutory charges.

I request the board to consider me in case the house is being sold.

51. The Court has considered the aforesaid letters vis a vis the principles of legitimate expectation discussed above. Clause b of the letter of request states as follows:

“The filing and returning of the attached form to the scheme is merely an expression of interest and does not constitute a sale contract between the scheme and yourself.”

52. The perusal of Form A which the Plaintiffs purportedly filled and returned to the Defendant does not point to a clear and unambiguous, promise by the Defendant to sale the houses to the Plaintiff. According to the sample of Form ‘A’, the same was a mere request to the board of trustees to consider the Plaintiffs in case the houses were being sold.

53. In any event, even if the Court were persuaded to have a different opinion of the letters, the said Form A which both PW1 and PW2 assert that they filled in response to the letters of 25th October, 2003 have not been adduced into evidence contrary to the provisions of Section 107 of the *Evidence Act*.

54. Section 107 of the *Evidence Act* provides that whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove the existence of those facts. The burden of proving that indeed they filled Form A and submitted it to the Defendant for consideration was upon the Plaintiffs, a burden that they failed to discharge.

55. As to whether the Plaintiffs, being former employees of Telkom Kenya and members of the Teleposta Pension Scheme, had a priority over everyone else over the suit properties, the court thinks not. Having considered the documents produced by the Plaintiffs, including the letters of allocation and the members information booklet, there does not appear to be any undertaking that was given by their former employers and/or the Defendant to accord them the first priority to purchase the suit properties. In the end, the court is unable to make a finding that the Plaintiffs were entitled to the suit properties.

56. Having found that there was no undertaking by the Defendant to offer the Plaintiffs the first priority in purchasing the suit premises, it follows that the failure to issue them with letters of offer was not discriminatory in light of the admission that they did not sign the tenancy agreements which was a pre-condition for one to be given the letter of offer to sign.

57. Having failed to prove that they had any priority rights to purchase the suit premises and that the Defendant’s decision not to offer them offer letters was discriminatory and/or unlawful, it follows that the Plaintiffs are not entitled to any of the orders sought in the Plaintiff. That being the case, it is the finding of this Court that the Plaintiffs have not proved their case on a balance of probabilities.

58. For the reasons I have given above, I dismiss the Plaintiffs’ suit with costs.

DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 13TH DAY OF OCTOBER, 2022.

O. A. ANGOTE

JUDGE



In the presence of;

Ms Beatrice Nduta for the Plaintiffs

Ms Nyabenge & Ms. Mutinda for Defendant

Court Assistant: June

ELC NO. 739 OF 2007

JUDGMENT

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