



**Njau & 11 others v Markroscar Kenya Limited (Environment and Land Case Civil Suit 623 of 2012) [2022] KEELC 15411 (KLR) (20 December 2022) (Ruling)**

Neutral citation: [2022] KEELC 15411 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT AND LAND CASE CIVIL SUIT 623 OF 2012  
SO OKONG'O, J  
DECEMBER 20, 2022**

**BETWEEN**

**JOHN WAKABA NJAU ..... 1<sup>ST</sup> PLAINTIFF  
EDWARD MWAURA MBUGUA ..... 2<sup>ND</sup> PLAINTIFF  
ANDREW KAMAU KINUTHIA ..... 3<sup>RD</sup> PLAINTIFF  
SAMUEL NGUKU KARIUKI ..... 4<sup>TH</sup> PLAINTIFF  
PAUL KAMAU KAHINJU ..... 5<sup>TH</sup> PLAINTIFF  
JOSEPH KINYANJUI MUIRURI ..... 6<sup>TH</sup> PLAINTIFF  
DAVID MBUGUA MBECA ..... 7<sup>TH</sup> PLAINTIFF  
PETER KIBUI THINJI ..... 8<sup>TH</sup> PLAINTIFF  
ZIPPORAH WANJIKU KARIUKI ..... 9<sup>TH</sup> PLAINTIFF  
ELIUD NDICHU THUBIRA ..... 10<sup>TH</sup> PLAINTIFF  
FRANCIS MUNYINGI GAKAMI ..... 11<sup>TH</sup> PLAINTIFF  
MARY NDATA MURABA ..... 12<sup>TH</sup> PLAINTIFF**

**AND**

**MARKROSCAR KENYA LIMITED ..... DEFENDANT**

**RULING**

**Background**

- 1 The plaintiffs brought this suit against the defendant on September 20, 2012 seeking the following reliefs;



1. An order compelling the defendant to transfer to the plaintiffs the suit properties and to deliver to them the original title for Plot No 8469/76.
  2. An order compelling the Defendant to furnish the plaintiffs with all the completion documents such as the Land Rent Clearance Certificate, Land Rates Clearance Certificate and the consent to transfer from the Commissioner of Lands.
  3. In the alternative, an order directing the Registrar of Titles to vest the suit properties upon the Plaintiffs.
  4. An order for vacant possession of the suit properties.
  5. An injunction restraining and/or forbidding the Defendant from possessing, interfering with, entering on, alienating, selling, assigning, and/or transferring the leasehold interest in the suit properties to any third party pending the hearing of the suit.
  6. Costs of the suit.
- 2 In their plaint, the Plaintiffs averred that under the agreement of sale between them and the Defendant made on or about 7<sup>th</sup> February 1996, they paid to the Defendant a sum of Kshs. 150,000/- as the purchase price for all those parcels of land known as L.R No. 8469/75 and L.R No. 8469/76(hereinafter together referred to as “the suit properties” and individually as “Plot No. 8469/75” and “Plot No. 8469/76” respectively). The Plaintiffs averred that they paid to the Defendant a further sum of Kshs. 154,000/- which the Defendant demanded for the survey and processing of title deeds for the suit properties in their favour. The Plaintiffs averred that after the said payments, the defendant handed over to them the original title for Plot No. 8469/75 together with an instrument of transfer for their execution and promised to hand over the original title for Plot No. 8469/76 at a later date.
- 3 The Plaintiffs averred that they found the instrument of transfer that was given to them by the Defendant for execution in respect of Plot No. 8469/75 erroneous in that it was drawn in the name of Mutu-ini 1962 Age Group Association which was not a legal entity as the transferee. The Plaintiffs averred that their advocates on record drew a fresh instrument of transfer in respect of the said plot and forwarded the same to the Defendant for execution. The Plaintiffs averred that the Defendant refused and/or neglected to execute the new instrument of transfer in respect of Plot No. 8469/75 so that the said property could be registered in the name of the Plaintiffs. The Plaintiffs averred that the Defendant also refused to hand over the original title for Plot No. 8469/76 to them to enable them to transfer the property to their names. The Plaintiffs averred that despite the demand made and notice of intention to sue given, the Defendant had failed and/or refused to deliver the original title for Plot No. 8469/76 to the Plaintiffs and to execute the instrument of transfer in favour of the Plaintiffs in respect of Plot No. 8469/75.
- 4 The Defendant filed a statement of defence on 6<sup>th</sup> December 2017. The Defendant admitted that it sold the suit properties to the Plaintiffs on or about 7<sup>th</sup> February 1996 and that the titles for the suit properties were processed in 2009. The Defendant admitted further that after the Plaintiffs had paid the purchase price for the suit properties and an additional sum of Kshs. 154,000/- on account of survey fees and processing of titles, it released to the Plaintiffs the original title for Plot No. 8469/75 together with an instrument of transfer and promised to hand over to the Plaintiffs the original title for Plot No. 8469/76 later. The Defendant averred that the names of the transferees in the instrument of transfer that it handed over to the Plaintiffs were given by the Plaintiffs and that it had pointed out to



the Plaintiffs that the said instrument of transfer could not be registered because Mutu-ini 1962 Age Group Welfare Association was not a legal person.

- 5 The Defendant admitted that the Plaintiffs prepared another instrument of transfer and forwarded the same to the Defendant for execution. The Defendant averred that it did not execute the said instrument of transfer due to an objection that was raised by some of the Plaintiffs especially, one, Zipporah Ndirangu who claimed that the persons in whose favour Plot No. 8469/75 were to be transferred were likely to swindle them. The Defendant averred that the said Zipporah Ndirangu threatened to sue the Defendant in the event that the said property was transferred to the persons whose names had been given as transferees.
- 6 The Defendant averred that subject to the Plaintiffs paying the costs of the suit and agreeing to indemnify the Defendant in respect of any action or proceedings that may be brought against the Defendant relating to the transfer of the suit properties to the persons whose names have been proposed by the Plaintiffs, it was ready and had always been ready and willing to transfer the suit properties to whomever the Plaintiffs would choose for that purpose or as may be directed by the court. The Plaintiffs filed a reply to defence on 27<sup>th</sup> February 2018 reiterating the contents of their plaint.
- 7 In a judgment delivered on 9<sup>th</sup> July 2020, the court entered judgment for the Plaintiffs against the Defendant on the following terms;
  1. The defendant shall forthwith execute and hand over to the Plaintiffs the instruments of transfer of L.R No. 8469/75 and L.R No. 8469/76 (the suit properties) in the form in which the same are drawn by the Plaintiffs.
  2. The Defendant shall forthwith deliver to the Plaintiffs the original title for L.R No. 8469/76.
  3. The Defendant shall deliver to the Plaintiffs the necessary completion documents such as the Land Rates Clearance Certificate, Land Rent Clearance Certificate and consent of the National Land Commission/Commissioner of Lands to transfer the suit properties provided that the Plaintiffs shall be responsible for the payment of any outstanding land rates and land rent and any statutory fee payable for the consent.
  4. Each party shall bear its costs of the suit.

#### **The application before the court:**

- 8 What is now before the court for determination is the Plaintiffs' amended Notice of Motion dated 5<sup>th</sup> February 2022 brought under section 1A, 1B,3A of the *Civil Procedure Act*, section 5 (1) of the *Judicature Act*, Order 51 of the *Civil Procedure Rules* and Articles 10 (2) (a) and 159 (2) (b) of the *Constitution of Kenya* seeking the following orders;
  1. Spent.
  2. The directors of the Defendant, Irene Sonia Mumbi and Mitch K. Mureithi be committed to civil jail for a term of six months or such time that this Honourable Court deems appropriate and/or in the alternative the court be at liberty to impose such fine as is merited for contempt having deliberately and defiantly disobeyed the judgment of the court dated 9<sup>th</sup> July 2020 and the decree extracted therefrom on 2<sup>nd</sup> December 2020.
  3. An order be issued directing the County Land Registrar, Nairobi to vest the suit properties upon the Plaintiffs.
  4. The court be pleased to order the Defendant to pay the costs of this application in any event.



- 9 The application was brought on the grounds set out on the face thereof and on the affidavit of John Wakaba Njau sworn on 22<sup>nd</sup> January 2021. The Plaintiffs have averred that the court in a judgment delivered on 9<sup>th</sup> July 2020 and a decree dated 2<sup>nd</sup> December 2020 ordered for execution by the Defendant of the instruments of transfer of Plot No. 8469/75 and Plot No. 8469/76 and subsequent handing over of the same to the Plaintiffs. The court further directed that the Defendant delivers the original title for Plot No. 8469/76 to the Plaintiffs.
- 10 The Plaintiffs have averred that the Defendant has continued to disregard, disrespect and disobey the court. The Plaintiffs have averred that the Defendant has refused to return the duly executed transfer of Plot No. 8469/75 and has failed to hand over to the Plaintiffs the original title in respect of Plot No. 8469/76. The Plaintiffs have averred that the actions of the Defendant complained of are deliberate and intentional and constitute willful and blatant contempt of the judgment and decree of the court aforesaid.
- 11 The application is opposed by Irene Sonia Mumbi and Mitch K. Mureithi who are sought to be committed to jail for contempt through Grounds of Opposition dated 7<sup>th</sup> April 2021 and a replying affidavit of Irene Sonia Mumbi who is the Defendant's Managing Director sworn on 28<sup>th</sup> October 2021. In the said affidavit, Irene Sonia Mumbi stated that she gave evidence on behalf of the Defendant during the hearing of the suit but did not attend court for the delivery of judgment in the matter. She has stated that, through a letter dated 3<sup>rd</sup> December 2020, the Plaintiffs' Advocates demanded that the Defendant complies with the decree of the court. The Defendant's said director has stated that in a letter dated 8<sup>th</sup> December 2020, the Defendant's advocates raised certain issues with the Plaintiffs regarding compliance with the decree.
- 12 The Defendant's said director has stated that through an email dated 8<sup>th</sup> December 2020, the Plaintiffs' Advocates informed the Defendant's advocates that the Plaintiffs had paid land rent and rates but the payment receipts were never issued to the Plaintiffs. She has stated further that through a letter dated 7<sup>th</sup> April 2021 to the Defendant's Advocates, the Plaintiffs' Advocates acknowledged that the instrument of transfer for Plot No. 8469/75 was forwarded to the Defendant, executed and returned to the Plaintiffs' advocates.
- 13 The Defendant's director has averred that by a letter dated 17<sup>th</sup> May 2021, the Plaintiffs were informed that the parties herein had all along engaged each other under the misapprehension that the parcels of land purchased by the Plaintiffs were Plot No. 8469/75 and Plot No. 8469/76 when in fact, the parcels of land purchased from the Defendant by the Plaintiffs were, Plot No. 8469/72 and Plot No. 8469/75. The Defendant's said director has averred that the Plaintiffs should take Plot No. 8469/72 instead of Plot No. 8469/76 since the latter was purchased by a third party who has been given possession thereof. The Defendant's said director has averred that the Plaintiffs refused to take Plot No. 8469/72. The Defendant's said director has denied that the Defendant was served with a court order in this matter which it has deliberately refused to obey.
- 14 In their Grounds of Opposition, Irene Sonia Mumbi and Mitch K. Mureithi have contended that the Plaintiffs' application does not lie in law the same having been brought under the wrong provisions of the law. They have contended further that the application is incompetent as there was no order or decree served upon them that they could have disobeyed and none has been exhibited. They have averred further that under the decree alleged to have been disobeyed, the Plaintiffs were to pay for the expenses and outgoings on the suit properties and were to procure the necessary consents and completion documents required for the transfer of the suit properties to the Plaintiffs and deliver the same to the Defendants. They have averred that it was after that that the Defendant was to execute and



hand over the instruments of transfer in respect thereof to the Plaintiffs. They have averred that the Plaintiffs have failed and neglected to do so.

- 15 Irene Sonia Mumbi and Mitch K. Mureithi have contended further that in so far as the application by the Plaintiffs is for execution of the decree issued herein, there are clear provisions under the Civil Procedure Rules for the execution of decrees for delivery of documents and as such, resort to contempt proceedings is an abuse of the court process. They have contended that a duly executed transfer of the title in the possession of the Defendant has been delivered to the Plaintiffs.

#### **The Plaintiffs' Submissions:**

- 16 The application was argued by way of written submissions. The Plaintiffs filed submissions dated 7<sup>th</sup> March 2022 in which they have reiterated the contents of the grounds on the face of their application. The Plaintiffs have submitted that with a view to circumvent the terms of the judgment made herein by the court, the Defendant refused to sign and hand over to the Plaintiffs the instrument of transfer in respect of Plot No. 8469/76. The Plaintiffs have submitted that the Defendant has also refused to hand over to the Plaintiffs the original title for the said property. The Plaintiffs have averred that instead of complying with the judgment aforesaid, the Defendant has offered to the Plaintiffs a different parcel of land namely; Plot No. 8469/72 which the Plaintiffs never purchased and whose location is unknown to them. The Plaintiffs have urged the court to grant the orders sought in their application.

#### **The Defendant's Submissions:**

- 17 The Defendant filed its submissions dated 29<sup>th</sup> March 2022. The Defendant has reiterated that the alleged contemnors, Irene Sonia Mumbi and Mitch K. Mureithi were never served with the decree of the court alleged to have been disobeyed. The Defendant has submitted that it has partially complied with the said decree of the court by delivering the instrument of transfer and the original title for Plot No. 8469/75 to the Plaintiffs. The Defendant has reiterated that it has not delivered the instrument of transfer and original title for Plot No. 8469/76 because the parcel of land that was sold to the Plaintiffs was Plot No. 8469/72 and not Plot No. 8469/76. The Defendant has submitted that it is ready and willing to transfer Plot No. 8469/72 to the Plaintiffs but they have refused to accept the same. The Defendant has submitted that no act of contempt has been proved against Irene Sonia Mumbi and Mitch K. Mureithi and has urged the court to dismiss the Plaintiffs' application.

#### **Analysis and determination:**

- 18 I have considered the Plaintiffs' application together with the affidavit filed in support thereof. I have also considered the affidavit and Grounds of Opposition filed by the Defendant and the alleged contemnors in opposition to the application. Finally, I have considered the written submissions by the advocates for the parties. The issues arising for determination in the application before the court are; whether the Defendant breached the terms of the decree of this court made on 9<sup>th</sup> July 2020 and issued on 2<sup>nd</sup> December 2020 and if so, whether the two directors of the Defendant cited for contempt should be punished, and whether the Nairobi County Land Registrar should be ordered to vest the suit properties upon the Plaintiffs.

- 19 Section 29 of the Environment and Land Court Act 2011 provides that;

“Any person who refuses, fails or neglects to obey an order or direction of the court given under this act commits an offence, and shall on conviction be liable to a fine not exceeding twenty million shillings or to imprisonment for a term not exceeding two years or both.”



20 In *Shimmers Plaza Limited v. National Bank of Kenya Limited* [2015] eKLR the Court of Appeal stated as follows:

“We reiterate here that court orders must be obeyed. Parties against whom such orders are made cannot be allowed to trash them with impunity. Obedience of Court orders is not optional, rather, it is mandatory and a person does not choose whether to obey a court order or not. For as Theodore Roosevelt, the 26<sup>th</sup> President of the United States of America once said: -“No man is above the law and no man is below it; nor do we ask any man’s permission to obey it. Obedience to the law is demanded as a right; not as a favour”.

21 The courts should not fold their hands in helplessness and watch as their orders are disobeyed with impunity left, right and centre. This would amount to abdication of our sacrosanct duty bestowed on us by the *Constitution*. The dignity and authority of the Court must be protected and that is why those who flagrantly disobey them must be punished, lest they lead us all to a state of anarchy.”

22 In *Hardkinson v Hardkinson* [1952] ALL ER 567, it was stated that:

“It was the plain and unqualified obligation of every person against or in respect of whom an order was made by a court of competent jurisdiction to obey it unless and until it was discharged and disobedience of such order would as a general rule result in the person disobeying being in contempt and punishable by committal or attachment and in an application to the court by him not being entertained until he had purged his contempt.”

23 In *Mutitika v Babarini Farm Ltd.* [1985] KLR 227 it was held that:

- i. A person who knowing of an injunction, or an order of stay, willfully does something, or causes others to do something, to break the injunction, or interfere with the stay, is liable to be committed for contempt of court as such a person has by his conduct obstructed justice.
- ii. The standard of proof in contempt proceedings must be higher than proof on a balance of probabilities and almost but not exactly beyond reasonable doubt...
- iii. The principle must be borne in mind that the jurisdiction to commit for contempt should be carefully exercised with great reluctance and anxiety on the part of the court to see whether there is no other mode which can be brought to bear on the contemnor.”

24 In *Micheal Sistu Mwaura Kamau v Director of Public Prosecutions & 4 others* (2018) eKLR the Court of Appeal set out the law on contempt as follows:

“It is trite that to commit a person for contempt of court, the court must be satisfied that he has willfully and deliberately disobeyed a court order that he was aware of. That is made absolutely clear by section 4 of the *Contempt of Court Act* and the ruling of the Supreme Court in *Republic v. Ahmad Abolfathi Mohammed & Another (supra)*. Secondly, as this Court emphasized in *Jihan Freighters Ltd v. Hardware & General Stores Ltd* and in *A.B. & Another v. R. B.* [2016] eKLR, to sustain committal for contempt of court, the order of the court that is alleged to have been deliberately disobeyed must be clear and precise so as to leave no doubt as to what a party was supposed to do or to refrain from doing. Lastly, the standard of proof in committal proceedings is higher than proof on a balance of probabilities, though not as high as proof beyond reasonable doubt. (See *Mutitika v. Babarini Farm (supra)* and *Republic v. Ahmad Abolfathi Mohammed & Another (supra)*.”



“We now revisit the issue of service. Was there service of the order said to have been disobeyed on the respondent? There is no dispute that no formal order was extracted and personally served on the respondent and an affidavit of service filed to that effect. In that respect, this case can be distinguished from *Justus Kariuki Mate & Another vs Hon. Martin Wambora* (Wambora case) *supra* cited by learned counsel for the applicant. On the other hand however, this Court has slowly and gradually moved from the position that service of the order along with the penal notice must be personally served on a person before contempt can be proved. This is in line with the dispensations covered under 81.8 (1) (*supra*). Kenya's growing jurisprudence right from the High court has reiterated that knowledge of a court order suffices to prove service and dispense with personal service for the purposes of contempt proceedings. For instance, Lenaola J in the case of *Basil Criticos Vs Attorney General and 8 Others* [2012] eKLR pronounced himself as follows:-

“...the law has changed and as it stands today knowledge supersedes personal service.....where a party clearly acts and shows that he had knowledge of a Court Order; the strict requirement that personal service must be proved is rendered unnecessary”

This position has been affirmed by this Court in several other cases including the Wambora case (*supra*). It is important however that the court satisfies itself beyond any shadow of a doubt that the person alleged to be in contempt committed the act complained of with full knowledge or notice of the existence of the order of the Court forbidding it. The threshold is quite high as it involves possible deprivation of a person's liberty.

.....Would the knowledge of the judgment or order by the advocate of the alleged contemnor suffice for contempt proceedings? We hold the view that it does. This is more so in a case such as this one where the advocate was in Court representing the alleged contemnor and the orders were made in his presence. There is an assumption which is not unfounded, and which in our view is irrefutable to the effect that when an advocate appears in court on instructions of a party, then it behoves him/her to report back to the client all that transpired in court that has a bearing on the client's case.”

In *Teachers Service Commission v. Kenya National Union of Teachers & 2 others* [2013] eKLR the court stated as follows:

“The reason why Courts will punish for contempt of Court is to safeguard the rule of law which is fundamental in the administration of justice. It has nothing to do with the integrity of the judiciary or the Court or even the personal ego of the presiding Judge. Neither is it about placating the Applicant who moves the Court by taking out contempt proceedings. It is about preserving and safeguarding the rule of law. A party who walks through the justice door with a Court order in his hands must be assured that the order will be obeyed by those to whom it is directed. A Court order is not a mere suggestion or an opinion or a point of view. It is a directive that is issued after much thought and with circumspection. It must therefore be complied with and it is in the interest of every person that this remains the case. To see it any other way is to open the door to chaos and anarchy and this Court will not be the one to open that door. If one is dissatisfied with



an order of the Court, the avenues for challenging it are also set out in the law. Defiance is not an option”.

26 It is on the foregoing principles that the limb of the Plaintiffs’ application seeking committal of the Directors of the Defendant, Irene Sonia Mumbi and Mitch K. Mureithi to jail for contempt of court falls for consideration. It is not in dispute that in a judgment delivered herein on 9<sup>th</sup> July 2020 and a decree extracted therefrom on 2<sup>nd</sup> December 2020, the court made the following orders against the Defendant:

- “ 1. That the defendant shall forthwith execute and hand over to the plaintiffs the instruments of transfer of L.R No. 8469/75 and L.R No. 8469/76 (the suit properties) in the form in which the same are drawn by the plaintiffs.
2. That the defendant shall forthwith deliver to the plaintiffs the original title for L.R No. 8469/76.
3. That the defendant shall deliver to the plaintiffs the necessary completion documents such as the Land Rates Clearance Certificate, Land Rent Clearance Certificate, and consent of the National Land Commission/Commissioner of Lands to transfer the suit properties provided that the plaintiffs shall be responsible for the payment of any outstanding land rates and land rent and any statutory fee payable for the consent.”

27 From the record, the judgment of the court was delivered in the absence of the advocates for the Defendant. However, it is not disputed that under cover of a letter dated 3<sup>rd</sup> December 2020, the Plaintiffs’ Advocates forwarded to the Defendant’s advocates a copy of the decree of the court issued on 2<sup>nd</sup> December 2020 aforesaid. The Defendant’s advocates acknowledged receipt of the said decree in a letter to the Plaintiff’s advocates dated 8<sup>th</sup> December 2020. Since the said decree was within the knowledge of the Defendant’s advocates, the Defendant is presumed to have been aware of the same. The terms of the said decree are not disputed. The said decree has neither been set aside nor stayed. It is common ground that the Defendant has partially complied with the decree in relation to Plot No. 8469/75. It is common ground that the Defendant has failed to execute and hand over to the Plaintiffs the instrument of transfer of Plot No. 8469/76 in the form in which the same is drawn by the Plaintiffs and also deliver to the Plaintiffs the original title for Plot No. 8469/76. It is not disputed that the Plaintiffs demanded compliance with the decree from the Defendant prior to the filing of this application and that the Defendant failed to comply.

28 I find the reason given by the Defendant for its failure to comply fully with the court decree unacceptable. The Defendant has claimed that it is unable to execute the instrument of transfer and to deliver the original title in respect of Plot No 8469/76 to the Plaintiffs because there was a mistake as to the particulars of the plots sold by the Defendant to the Plaintiffs. The Defendant has claimed that instead of Plot No. 8469/76 the parcel of land that was sold to the Plaintiffs was Plot No. 8469/72. The issues raised by the Defendant to justify its failure to comply with the court decree were not raised during the hearing of this suit. Even after the delivery of the judgment by the court, the Defendant never sought a review of the same on the ground that the parcel of land sold to the Plaintiffs was Plot No. 8469/72 and not Plot No 8469/76 that was awarded to the Plaintiffs by the court. There is also no evidence placed before the court by the Defendant showing that the parcel of land sold to the Plaintiffs was Plot No. 8469/72 and not Plot No. 8469/76. The Defendant which has claimed that it had sold Plot No. 8469/76 to a third party also placed no evidence of such sale. In the circumstances, I am in agreement with the Plaintiffs that the Defendant is attempting to circumvent the court’s judgment



delivered herein on 9<sup>th</sup> July 2020. It is also my finding that the Defendant's directors who have been cited in the present application are in contempt of court for deliberately disobeying the orders of this court that were within their knowledge.

- 29 On the second limb of the application, I am of the view that since the Defendant is in existence, it is not necessary for Plot No 8469/76 to be vested upon the Plaintiffs by the court. The Defendant must comply with the decree of the court. In the event that the Defendant refuses to comply even after the orders that will be made against its directors in these proceedings, the Plaintiffs shall be at liberty to move the court to authorize the Deputy Registrar of the court to execute all documents necessary to transfer Plot No 8469/76 to the Plaintiffs and for the Land Registrar to dispense with the production of the original title for Plot No 8469/76 while registering the property in the name of the Plaintiffs. This of course will be without prejudice to any other order the Plaintiffs may seek against the Defendant and its directors. For now, the court declines to grant a vesting order.

**Conclusion:**

- 30 In conclusion, I hereby make the following orders on the Plaintiffs' Amended Notice of Motion dated 5<sup>th</sup> February 2022;
1. The directors of the Defendant, Irene Sonia Mumbi and Mitch K. Mureithi are found guilty of contempt of court for deliberately disobeying the judgment of this court made on 9<sup>th</sup> July 2020 and the decree extracted therefrom on 2<sup>nd</sup> December 2020.
  2. The directors of the Defendant, Irene Sonia Mumbi And Mitch K. Mureithi shall appear before the court on a date to be fixed for mitigation and sentencing.
  3. The directors of the Defendant, Irene Sonia Mumbi and Mitch K. Mureithi are at liberty to purge their contempt before that date.
  4. The directors of the Defendant, Irene Sonia Mumbi and Mitch K. Mureithi shall pay the costs of the application.

**DATED AND DELIVERED AT KISUMU ON THIS 20<sup>TH</sup> DAY OF DECEMBER 2022**

**S. OKONG'O**

**JUDGE**

Ruling delivered virtually through Microsoft Teams Video Conferencing Platform in the presence of:

N/A for the Plaintiffs

Mr. Amulio to h/b for Mr. Kenyonzo for the Defendant

Ms. J. Omondi-Court Assistant

