REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NAIROBI

CIVIL CASE NUMBER 223 OF 2004

RLCO STEEL FABRICATORS LIMITED……1ST PLAINTIFF

MAVJI RAMJI LADHA PATEL……...……...……2ND PLAINTIFF

VERSUS

COMMERCIAL BANK OF AFRICA LIMITED…….1ST DEFENDANT

HARVEEN GADHOKE……..……2ND DEFENDANT

DANIEL NDONYE……..……3RD DEFENDANT

DELLOITTE & TOUCHE……...4TH DEFENDANT

RULING

The Plaintiff company, RLCO Steel Fabricators Limited admits the 1st Plaintiff and its director Mavji Ramji Ladha Patel, filed this application on 29th April, 2004 under Certificate of Urgency seeking the following Orders:-

(a) This Application be heard ex parte in the first instance;

(b) Pending the hearing and determination of this Application, the 2nd, 3rd and 4th Defendants be restrained by themselves, their agents or servants from selling, disposing of, offering for sale or alienating in any manner whatsoever any of the 1st Plaintiff's land, properties, machinery, equipment, assets or stock or any part thereof;

(c) Pending the hearing and determination of this Application, the 1st Defendant be restrained by itself, its agents or servants from selling, disposing of, offering for sale or alienating in any many whatsoever the 2nd Plaintiff's properties known as L.R. Nos. 209/1832 and 209/4565 Nairobi or any part thereof;

(d) The 2nd, 3rd and 4th Defendants be restrained by themselves, their agents or servants from selling, disposing of, offering for sale or alienating in any manner whatsoever any of the 1st Plaintiff's land, properties, machinery, equipment, assets or stock or any part thereof including but not limited to the property known as L.R. No. 209/8778, Nairobi pending the hearing and final determination of this suit;

(e) The 1st Defendant be restrained by itself, its agents or servants from selling, disposing of, offering for sale or alienating in any manner whatsoever the 2nd Plaintiff's properties known as L.R. Nos 209/1832 and 209/4565, Nairobi or any part thereof pending the hearing and final determination of this suit.

(f) Pending the hearing and determination of this application, the 2nd and 3rd Defendants and their agents

be ejected and removed from all the 1st Plaintiff's premises and properties and the 1st Plaintiff's possession of all its premises and properties be reinstated;

(g) The 2nd, 3rd and 4th Defendants be restrained by themselves, their agents or servants from acting and/or purporting to act as Receivers and/or Managers of the Plaintiff and from interfering in any manner with the 1st Plaintiff's quiet possession and enjoyment of all the 1st Plaintiff's land properties, machinery, equipment, assets or stock or any part thereof including but not limited to the property known as L.R. No. 209/8778, Nairobi pending the hearing and final determination of this suit;

(h) The 2nd and 3rd Defendants and their agents or servants be ejected and removed from all the 1st Plaintiff's premises and properties and the 1st Plaintiff's possession of all its premises and properties be reinstated pending the hearing and determination of this suit.

(i) The costs of and occasioned by this Application be provided for.

The Sale of the one properties referred to in Prayer (e), namely, L.R. No. 209/4565 was due on 4th May; 2004 by Public Auction by 2nd and 3rd Defendants who are Receivers and Managers appointed by the 1st Plaintiff as a a debenture-holder. The Plaintiffs obtained from this court ex parte Interim Orders in terms of Prayers (b) and (c) above.

It is this application which was heard by me inter partes after the parties exchanged their respective Affidavits containing voluminous and massive exhibits. The Defendants filed 3 Affidavits containing 3 huge volumes of exhibits.

It is common ground between the 2 Plaintiffs and the 1st Defendant that the 1st Plaintiff operated accounts with the 1st Defendant Bank since at least 1980 and that various credit facilities had been made available by the 1st Defendant to the 1st Plaintiff. Both the 1st Plaintiff and 1st Defendant agree that the last Credit Facility letter issued by the 1st Defendant to the 1st Plaintiff and executed by both parties was a Credit Facility letter dated 2nd July, 1999.

After hearing both parties, it would appear that substantially the questions in dispute and matter of differences between Bank and Customer revolve around the terms of this letter, its application, implementation and interpretation. I think that it is essential for the court to understand all particulars in this letter as the letter amounted to an extension and consolidation of the credit facilities provided to the 1st Plaintiff and the terms thereof. The letter addressed to then Managing Director reads inter alia follows:

"Mr. Vinoo Ramji Ladha Patel

Managing Director

RLCO Steel Fabricators Limited,

P. O. Box 32138,

NAIROBI

Dear Mr. Patel,

RE: CREDIT FACILITIES WITH COMMERCIAL

BANK OF AFRICA LTD (CBA)

We are pleased to advise that CBA has extended the expiry date of the credit facilities provided to RLCO Steel Fabricators Ltd in the amount of Kshs.108,500,000/= (say Kenya Shillings One Hundred and Eight Million Five Hundred Thousand only) from 30th April 1999 to 30th September, 1999 subject to the following terms and conditions:-

Facilities:

Revolving Overdraft/Letters of Credit

Bonds & Guarantees Kshs.90,000,000

Letters of Credit Kshs. 5,000,000

Term Loan Kshs.13,500,000

Purpose:

Revolving Overdraft/

Letters of Credit

Bonds & Guarantees Working capital requirements in steel Fabrications Manufacture of various steel and aluminium based products, to facilitate importation of raw materials and issuance of bonds and guarantees.

Term Loan: - To finance purchase of a commercial property And construction of an office block and warehouses/godowns.

Pricing:

Revolving Overdraft: - Interest at the base rate, currently 18% p.a. plus a margin of 3% p.a. i.e. 21% p.a.

Letters of Credit/

Commissions: Opening - 0.4% per guarter Or part thereof

Acceptance - 0.4% per quarter or part thereof Negotiation - 0.25% flat

Bonds & Guarantees - ½ % per quarter or part thereof.

Term Loan - Interest at the base rate currently 18% p.a Plus a margin of 4% p.a. i.e. 22% p.a.

Extension Fees - ½ % flat for five months i.e. Kshs.228,042/=

Repayment:

Revolving overdraft/

Letter of Credit - From internally generated cash flow.

Note: Interest on loan is payable monthly in arrears by debiting your current account.

Expiry:

Revolving overdraft/loan

Letter of Credit/

Bonds & Guarantees – 30th September, 1999

Security:

1) First Legal Charge over industrial property L.R. No. 209/1832, Duruma Road, stamped and registered to secure Kshs.6,000,000/= in favour of CBA

. 2) First Legal charge over industrial property L.R. No. 209/4565, Kombo Munyiri Road stamped and registered to secure Kshs.10,000,000/= in favour of CBA.

3) First Legal charge over property L.R. No. 209/8778 Lunga Lunga Road stamped and registered to secure Kshs.70,000,000/= in favour of CBA

4) First Legal charge over the two commercial plots L.R. Nos. 209/12803/3 and 209/12803/4 stamped and registered to secure Kshs.25 million in favour of CBA.

5) All assets Debenture stamped and registered to secure Kshs.70,000,000 in favour of CBA.

6) Joint and several Guarantees of the directors for Kshs.110,000,000/= each.

Conditions: ……
……
……
……

The facilities are extended without prejudice to CBA customary rights to at all times determine the nature, extent and duration. The facilities are also subject to CBA's General Terms and Conditions, a copy of which you already have signed.

Please sign the attached copy of this letter as acknowledgement and agreement to the above terms and conditions and return by 9th July, 1999.

Yours sincerely.

P.M. Kiguru

Manager – Corporate Banking

Industrial Area Branch

Manager

Corporate & Trade

C.T. Echaria

Assistant General

Finance

We acknowledge receipt and acceptance of the foregoing for and on behalf of RLCO Steel Fabricators Ltd:-

……..

(Authorized Signatories)

Date: …….. 7th July, 1999 ……”

The said Credit Facility Letter was duly executed by the parties. According to the Applicants’ affidavit the Credit facilities were secured in the following manner, inter alia:-

1) By one Debenture and seven supplemental/Debentures, all created by the first Plaintiff in favour of the 1st Defendant, securing a total of Kshs.70,000,000/=.

2) By charges and mortgages over the 1st Plaintiff’s properties L.R. Nos. 209/8778, 209/12803/3 and 209/12803/4, Nairobi in the 1st Defendant’s favour securing a total of Kshs.101,000,000/=.

3) By the personal Guarantee of the 2nd Plaintiff, inter alia, in the 1st Defendant’s favour securing a total of Kshs.110,000,000/=

4) By charges over 2nd Plaintiff’s Properties L.R. No. 209/1832 and 209/4565, Nairobi in the 1st Defendant’s favour to secure a total of Kshs.10,000,000/=

Apart from a few differences in amounts, the 1st Defendant’s affidavits in

Reply confirm the aforesaid position.

On or about the 19th June, 2003 the 1st Defendant appointed the 2nd and 3rd Defendants as Receivers and Managers of the assets of the 1st Plaintiff in pursuance of powers conferred upon it by the aforesaid various Debentures created by the 1st Plaintiff in the 1st Defendants favour. The said Receivers and Managers have been in control and custody of the said assets since the said appointment. The 1st Plaintiff is aggrieved by the said appointment and the manner in which the Receivers and Managers have conducted the affairs of the company with regard to the assets and discharge of their duties hence the institution of this suit among other reasons.

Before coming to the issue of the appointment of the Receivers and Managers, the Plaintiffs claim that it has come to their attention that for the period of 31st December, 1994 to 18th April 1997, the interest rates charged by the 1st Defendant and debited to the 1st Plaintiff’s accounts in respect of the said facilities were not only in breach of the agreements between the parties but were also illegal, oppressive, excessive and unconscionable and contravened the provisions of Section 39 of the Central Bank of Kenya Act Chapter, of the Laws of Kenya. The Plaintiffs rely on a Report prepared by the organization called the Interest Rates Advisory Centre which on the Plaintiff’s instructions carried out re-calculation of the said credit facilities.

The plaintiffs contend that:-

- Over the period of Bank/Customer relationship that the 1st Plaintiff in 1977 upto 8th April 2003 had paid into its loan account with the 1st Defendant a sum of Kshs.900,379,598.49 against debits over the same period of Kshs.805,129,380.63 which debits include interest/penalties and other charges non-chargeable or recoverable by the 1st Defendant.

- As a result of the illegal and excessive interest rates, penalties and sums charged by the 1st Defendant, the 1st Plaintiff’s apparent indebtedness to the 1st Defendant was wrongly and grossly inflated and exaggerated to levels which caused severe cash – flow constraints to the 1st Plaintiff.

- That as at 8th April 2003, the 1st Plaintiff had not only fully repaid all funds advanced to it by the 1st Defendant under the said facilities together with all lawful interest and charges payable thereon, but had in fact paid to the 1st Defendant the sum of Kshs.11,625,022.07 more than was legally owing by it to the 1st Defendant, so that as at the date the 1st Plaintiff was owed the suit amount as overpayment.

Þ That despite this fact that no monies were then lawfully owing or payable by the 1st Plaintiff to the 1st Defendant and without any warning whatsoever the 1st Defendant unlawfully, maliciously and in bad faith, knowing that the 1st Plaintiff was solvent and capable of meeting its commitments as and when they fell due, purported to appoint the 2nd Defendant and the 3rd Defendant as Receivers and Managers of the assets of the company. And that as a result, the said appointment is illegal, unlawful null and void.

Þ The 1st Plaintiff also contends that No valid demand was served upon it by the 1st Defendant prior to the appointment and that the power to appoint a Receiver under the said Debentures had not become exercisable.

Þ That the said unlawful appointment of Receivers and Managers and subsequent illegal entry by the 2nd and 3rd Defendants into the 1ST plaintiff's Premises and continued illegal occupation have caused:-

i) Severe and irreparable injury and damage to the credit reputation goodwill and brand image of the 1st Plaintiff.

ii) Severe and irreparable injury and damage to the business of the 1st Plaintiff.

iii) Loss of business

iv) Loss of profits

Þ The 1st Plaintiff also alleges negligence on the part of the 2nd and 3rd Defendants in:-

i) Closing down the business of the 1st Plaintiff.

ii) Conducting the business and affairs of the 1st Plaintiff's imprudently and at a loss.

iii) Disposing of the 1st Plaintiff stock assets and property at far below cost and/or their far market value;

iv) Paying to the 1st Defendant monies received from the sale of the 1st Plaintiff's assets when no monies are due or owing by the 1st Plaintiff to the 1st Defendant.

Þ The 1st Plaintiff claims that Defendants despite numerous requests have failed to provide a full and accurate account of assets and funds of the 1st Plaintiffs which are in the custody of the Receivers and Managers including proceeds of sales of L.R. No. 209/12803/3 and 209/12803/4 in the sum of Kshs.21.5 million and ten motor vehicles particulars of which are set out in the application.

I have carefully considered the Plaintiff's application herein, the supporting

affidavits, the Replying Affidavits and Counsels' Submission. I must be guided by the three principles set out and established in the case of **GIELLA –vs- CASSMAN BROWN LIMITED (**1973) E.A. 358. First the Applicant must make out a prima facie case with probability of success at the trial. Secondly, that normally an injunction will not be guarded unless it can be shown that the Applicant is likely to suffer irreparable injury which cannot be adequately be compensated in damages and thirdly, that if the court is in doubt it should decide on a balance of convenience.

This decision was made by our own East African Court of Appeal. It has religiously been applied and followed in a long line of case in our Kenyan court of Appeal and is therefore binding on this court. In the premises, I am unable to consider or be persuaded by the principles that was or is applicable in India referred to me by the Applicant' counsel by citing the book by Nrisinhada Basu – '"The Principles and Practice of Injunctions in British India"

The Applicants have conceded that the security documents i.e. the Legal charges and Debentures in this matter are not in dispute. Their legality and validity have not been challenged and, therefore, strictly, the 1st Defendant's Powers of Sale as chargee under the Legal charge and the Power to appoint Receivers are not in issue in this application.

The question is whether the right to exercise those powers of sale and appointment of Receivers and Managers have arisen, whether they are exercisable in the circumstances of this case.

The Applicants claim that they were not served with any statutory notices for the sale of the charged properties or notice of the appointment of the Receivers and Managers. In reply to this the 1st Plaintiff in its Replying Affidavit sworn by one Nelson J. Mainnah, the General Manager, Credit Risk Management on 12th May, 2004 annexed copies of demand letter/notices of the Intention to sell the secured properties and the resultant correspondence with the Plaintiffs. (See Ex. B pp.148, 158 and 159, 160 – 166).

I have also seen copies of demand letters and statutory notices dated 8th April, 2003 for Kshs.169, 820, 319/39, on 8th May 2003 for Kshs.169,820,319/39, both to the 1st Plaintiff. There was also Statutory Notice dated 30th July, 2003 to the 1st Plaintiff for Kshs.177,697,913/55.

The Plaintiffs did not answer to these facts made on deposition and it is properly deemed that they had no answer to them. I am therefore satisfied that the 1st Plaintiff was duly served with the appropriate demand letters and Statutory Notices. The Plaintiffs in fact acknowledge receipt of some of the demand letters and attempted to negotiate to have some of the assets sold by Private treaty.

In the light of the foregoing I find that there is no dispute that the 1st Plaintiff did execute the letter of credit dated 2nd July 1999 and the Plaintiff did issue legal and valid securities in favour of the 1st Defendant.

In the case of **NATIONAL BANK OF KENYA LIMITED –V PIPEPLASTIC SAMKOLIT (K) LIMITED AND ANOTHER (2002) 2** E.A 503, our court of Appeal observed:-

> ***"….A court of law cannot rewrite a contract between the parties. The parties are bound by the terms of their contract, unless coercion, fraud or undue influence are pleaded and proved. There was not the remotest suggestion of coercion, fraud or undue influence in regard to the terms of the charge. As was stated by Shah JA in the case of Fina Bank Limited – v- Spares and Industries Ltd (2000) EA 52: "It is clear beyond peradventure that save for those special cas es where equity might be prepared to relieve a party from a bad bargain, it is ordinarily no part of equity's function to allow a party to escape from a bad bargain".***

In the present case, I have perused the plaint and find that there is no allegation of coercion, fraud or undue influence with regard the security documents and the Letter of Credit which substantively constitute the contractual documents. To the contrary, the said contractual documents are expressly admitted by the Plaintiffs.

I have also found that the 1st Defendant did serve the Plaintiffs with the appropriate demand letters and Statutory Notices, demanding payment and giving notice of intention to sell in accordance with the relevant statutes. From the Plaint and the Applicants/Plaintiffs, main challenge, therefore, of the intended sale of then charged properties and the Appointment of the Receiver are:-

1. That the 1st Defendant has charged interest rates and debited the same to the 1st Plaintiff's accounts which were illegal, oppressive, excessive and unconscionable and contravened the provisions of the section 39 of the Central Bank Act.

2. That the 1st Plaintiff does not owe any monies or amounts to the 1st Defendant and to the contrary is owed over Kshs. 11 million. This is tied to the alleged imposed illegal interest rates and wrongful debits referred to above.

3. That the Receivers and Managers are have carried out and continue to carry out their duties negligently to the detriment of the plaintiffs.

After listening to the able submissions of counsels for the parties regarding the consequences or effect of the repeal of Section 39 of Central Bank Act, I think the interpretation thereof and in particular the implications of the various Gazette Notices relations to bank interest appears contentious and an arguable question. It would not be proper to go into a determination of this issue at this interlocutory stage and in all sincerity, I am not able to decide either way on a prima facie basis i.e. as to the probability of success on this point of law. I can only do so after the advantage of a full hearing.

Be that as it may, with respect, it would appear that even if the Applicants were to succeed on this point, it would not assuage the provisions of Section 52 of the Banking Act which provides that:-

"52 (1) For the avoidance of doubt, no contravention of the provisions of this Act, or the Central Bank of Kenya Act shall affect or invalidate in any way contractual obligation between an institution and any other person.

(2) The Pr ovisions of subsection – (1) shall apply with retrospective effect to the Banking Act (now repealed) and the Central Bank of Kenya Act; ……..."

It would appear that even if the 1st Defendant continued to impose interest rates after repeal of Section 39 of the Central Bank Act which were no longer permitted by law, if such interest rates were provided for in the contracts between the Bank and its customers, then they would not be illegal per se and could be recoverable under the contract but not through court action.

Apart from the foregoing or the issue of illegal and excessive interest rates allegedly imposed by the 1st Defendant in breach of the Agreement and the Law, the effect it was said to have is to increase the liability of the 1st Plaintiff and exaggeration of the amounts due. The Plaintiffs claim that they have fully paid the amount due and overpaid by Kshs.11 million. This to me discloses a dispute on the possible amount due i.e. a dispute on accounts. The allegation of overpayment by the Applicants is weakened by the fact that the 4 Scenarios or Possibilities of the Accounts given by IRAC Report indicate debit balances in 3 of the scenarios.

	CBA Balance Ksh.	**IRAC**
Balance Kshs		
Scenario 1	154, 315,428.98	91,291,189.45
Scenario 2	154,315,428-98	119,124,912.16
Scenario 3	154,315,428.98	28,719,974.64
Scenario 4	154,315,428.98	(11,625,022.07)

Three out of the Fourr Scenarios show that the Bank would be owed what are still substantial amounts. It is only the 4th situation that there is a possibility of overpayment or credit. Why should this scenario be more credible or acceptable than the other 3? It is my view that the IRAC Report at this stage is one of possibilities and has to be tested in a full trial.

The upshot of this is that one of the grounds by the Plaintiffs in their application appear to be a dispute on accounts. In the case of **HABIB BANK A.G. ZURICH –V- POP-IN (KENYA) LIMITED – CIVIL APPEAL NO. 147 OF 1987,** Justice of Appeal Kwach, stated:-

"……. And as I understood the law a dispute as to the exact

amount owed under a mortgage is not a ground upon which a

mortgagee who has served a valid statutory notice, can be

restrained from exercising its statutory power of sale."

I think that this principle of law would be applicable in this case.

With regard to the appointment of Receivers and Managers and their conduct, I have the following to state – that the Receivers and Managers, the 2nd and 3rd Defendants were appointed on 19th June, 2003. They were appointed by the 1st Defendant under powers conferred on it by the Debentures. I am not aware of any requirement in law to expressly give a "notice" of intention to appoint a Receiver and/or Manager and what time should be given. The law is clear in this, it is an action of last resort and is implied by the demand and the statutory notices in respect of the immoveable property. Once a statutory notice is given by a chargee who also holds a debenture, the option to appoint Receiver is automatic and the Debenture-holder does not have to give a written intention in advance. It is not mandatory, as far as I have read the authorities on Receiverships.The Deed of Appointment and the consequential legal steps taken by the Receiver are themselves the notice to be given to the Debenture. It is in the nature of Receiverships. It is also my view that the right to appoint the Receiver and Manager had arisen here and it was duly exercised.

The Applicants in this application have prayed for orders to eject and remove the 2nd and 3rd Defendants as Receivers and Managers from all the 1st Plaintiff'spremises and properties and the 1st Plaintiff's possession of all its premises and properties be reinstated. In effect, the 1st Plaintiffs want a Mandatory Injunction to issue against the said Defendants.

The standard required for Mandatory injunctions is higher than that required of a restraining or prohibitory injunctions. This is because, among other things, the grant of such an injunction results in a change of the status quo before the trial. This court must therefore act very cautiously and diligently. However, in a proper case a court of equity will not hesitate in correcting or reversing a status quo or situation obtained or created by the violation of the law (-see **Gusii Mwalimu Investments Co. Limited & others –v- Mwalimu Hotel Kisii Limited (Court of Appeal Civil Appeal No. 160 of 19995 – unreported).**

Also as stated by this court in the case of **Showind Industries Limited –v- Gurdian Bank Limited and Another (2002)** I E A 284, an interlocutory mandatory injunction would be granted sparingly and only in exceptional circumstances such as where the Applicant's case was very strong and straight forward.

Having said so and to conclude this application, after considering all the facts and circumstances I do hereby hold that the Plaintiffs/Applicants have not made out a prima facie case with a probability of success in respect of all the limbs and/or grounds of their application.

Secondly, I am not convinced on a balance of probability at this interlocutory stage that the Applicants are likely to suffer irreparable injury which cannot be adequately compensated in damages. Indeed apart from a liquidated claim of Kshs.88,775,022.67 against the 1st Defendant, the Plaintiffs have asked for General, Special exemplary and punitive damages for trespass, negligence and breach of duty. I do appreciate that these prayers are over and above the prayers for restitution of their properties i.e. discharge of the charges and reconveyances of the properties. However as stated in the case of **Maithya –v- Housing Finance Co. of Kenya and another (2003)** I E A 133 (CCK), "loss of properties by sale is clearly contemplated by parties even before the security is formalized"

There is no suggestion or evidence by the Plaintiffs that the 1st Defendant which is a Commercial Bank will not be able to pay damages in case this suit succeeds.

Finally, this court takes into account conduct of the 1st Plaintiff. The Receivers and Managers were

appointed on 19th June, 2003 but the 1st Plaintiff took no immediate steps to stop or terminate the said action by promptly filing similar application. It waited for 10 months to come to court after the Receivers and Managers had taken full control and custody of the Company's assets, purportedly disposed of some of the assets, expended time, money and energy in carrying out their duties. This delay is clearly unreasonable and inordinate. The Applicants are guilty of delays and laches. In the Showind Case, Justice Ringera held that:-

> ***"Last but not least, let me state this. Even if the Plaintiff had satisfied me at a technical level that it had made a case for the injunction sought, I would have declined to grant the same in the exercise of my e quitable discretion for two reasons. First, as I have already found, the appointment of the receiver/manager was with the express agreement and concurrence of the Plaintiff company. There was acquiescence in it.As a court of equity I cannot countenanc e the Plaintiff's approbation and reprobation of that appointment. Secondly, it is a hallowed maxim of equity that delay defeats equity. Sometimes that maxim is expressed in the form of another one: equity aids the vigilant, not the indolent. Now considering that the appointment complained of was made in May, 2001 can the Plaintiff company knock on the door of equity ten months later and be heard to complain of the illegality of the appointment? I would say no. Delay has defeated its equity."***

I would say the same of the 1st Plaintiff in this application. It sat on its rights, if any, for too long, and the delay has defeated its equity.

On the basis of all the foregoing reasons, I do hereby dismiss the Plaintiffs' application with costs to the Defendants. The Interim Orders herein are discharged.

Dated and delivered at Nairobi this 15th day of October, 2004.

MOHAMMED K. IBRAHIM

JUDGE

Mrs. Orieko:

I ask for leave to appeal.

Mr. Fraser:

No objection

Court:

Leave to appeal is hereby granted.

MOHAMMED K. IBRAHIM

JUDGE

Further Order:

Certified copies of the proceedings and Rulings to be supplied to the Plaintiffs upon payment of the requisite fees. The Defendants be supplied with certified copies of the Ruling upon payment.

MOHAMMED K. IBRAHIM

JUDGE