



REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA
COMMERCIAL DIVISION, MILIMANI
CIVIL CASE NO. 2106 OF 2000

KENYA COMMERCIAL BANK LIMITEDPLAINTIFF

VERSUS

SHEIKH ABDULLAHI MOHAMUD.....DEFENDANT

J U D G M E N T

When this case came up for hearing the defendant's counsel who had been served with the hearing notice

failed to attend court and the case proceeded ex parte.

P w 1 was an employee of the Plaintiff's bank Tom Mboya street and she confirmed that she was familiar

with the defendant's account, and the transaction related to it.

In her testimony Pw 1 said that the defendant was granted a loan in 1996 from the Plaintiff's Manderu Branch,

of kshs 75, 000/- after accepting the offer thereof by signing the letter of offer. On 26th October 1997 the defendant

requested the transfer of his account to the Plaintiff's Tom Mboya street branch.

At the Plaintiff's branch at Tom Mboya Street the defendant on 27th July 1988 was offered an overdraft facility

of kshs 300, 000 which he accepted. On his request the Plaintiff offered the defendant a further loan of kshs 200, 000

on 17th January, which offer he accepted. This later loan brought the defendant's indebtedness to the plaintiff to

kshs 474, 027. 90.

On 2nd October 1990 the defendant was granted a further over draft facility of kshs 180, 000 which

he signified

his acceptance by signing the letter of offer.

At the defendant's request the plaintiff on 27th February 1992 converted the defendants over draft facility of

kshs 180, 000/- into an additional loan, which brought the defendant's total indebtedness to kshs 384, 193. 05.

On 14th July 1992 at the request of the defendant the plaintiff offered the defendant and he accepted a further

loan of kshs 300, 000 which made his total debt to be kshs 620, 758.

At this point Pw 1 said the defendant began to default in his repayments and on demand being made he made

proposal for settlement but he failed to honor those proposals. Pw 1 referred to the defendant's bank statements,

which indicated that as at 30.9.2000 the defendant owed the plaintiff kshs 1, 838, 192. 50, which is the amount the

plaintiff claims in this action with, interest plus costs of the suit.

The plaintiff's evidence was very clear, the documents produced by P.w. 1 clearly indicated the defendant's

indebtedness. I am therefore satisfied that the plaintiff has proved its case on a balance of probability and is deserving

judgment as prayed.

The judgment of this court is as follows: -

(a) Judgment for the plaintiff against the defendant for kshs 1, 838, 192. 55

together with compound interest thereon at the rate of 40% per annum as from 31st August, 2000 until

payment in full.

(b) Costs of this suit with interest thereon at the rate of 14% to the plaintiff.

Dated and delivered this 9th December 2004.

MARY KASANGO

AG JUDGE

