

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA

AT MOMBASA

CIVIL SUIT NO. 313 OF 1994

KENYA COMMERCIAL BANKPLAINTIFF

VERSUS

BAKARI A. YUWADEFENDANT

RULING

Upon hearing counsel for the applicant and upon reading the application the pleadings and supporting affidavit together with annexures, I am satisfied that the applicant has proved the claim for summary judgement.

The defendant has failed to file a replying affidavit or in any way to show the court that he is entitled to defendant. The defence he has filed does not answer the plaintiff's claim this liability to pay the claim arises out of contract to borrow money. The terms thereof were agreed by both parties. The rate of interest was set down and the applicant bank was given full discretion without notice to alter rates of interest. I therefore find that the rate applied is within the contract terms and the court can not interfere. In the circumstances application is hereby allowed as prayed with costs.

Dated 21-8-02

J. KHAMINWA

HON. LADY COMMISSIONER