



**HIGH COURT OF KENYA AT NAIROBI**

**MILIMANI COMMERCIAL COURTS**

**CIV CASE 332 OF 1998**

**MONARCH INSURANCE COMPANY LTD**

**Versus**

**MINTO INSURANCE BROKERS**

**JUDGEMENT**

The plaintiff has filed this suit against the defendant to recover the sum of Kshs 2,086,932 which it says is due and owing to it from the defendant on account of unpaid insurance premiums. The defendant having denied liability in its defence, the suit came up for hearing before me on October 12, 2000. Mrs Barasa who is the advocate on record for the defendant did not turn up for the hearing of the suit. Instead she sent another advocate known as Mr. Osero to hold her brief and to apply for an adjournment allegedly because she was engaged elsewhere. When the application was rejected, Mr Osero informed the court that his instructions were limited to applying for an adjournment. In the event, the hearing of the suit proceeded ex parte .

The plaintiff called one of its accountants Mr. Simon Gitau Gichuru, as its only witness. His evidence established that the defendant is indeed indebted to the plaintiff in the sums of Kshs 2,086,932 on account of unpaid insurance premiums as at January 21, 1998 when the suit was filed.

In view of that, I find the plaintiff's claim proved on a balance of probability and, accordingly, I enter judgment in its favour against the defendant for the said sum of Kshs 2,086,932 plus costs and interest thereon at Court Rates.

**Delivered on October 13, 2000**

**T Mbaluto, Judge**