



Global Woods Hardware Limited v KCB Bank Kenya Limited & another (Civil Case E003 of 2024) [2025] KEHC 5283 (KLR) (18 March 2025) (Ruling)

Neutral citation: [2025] KEHC 5283 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT VOI
CIVIL CASE E003 OF 2024
AN ONGERI, J
MARCH 18, 2025**

BETWEEN

GLOBAL WOODS HARDWARE LIMITED PLAINTIFF

AND

KCB BANK KENYA LIMITED 1ST DEFENDANT

ONESMUS MACHARIA T/A WATTS AUCTIONS 2ND DEFENDANT

RULING

1. The application coming for consideration is dated 27th August 2024 brought under Section 3A, 63(E) of the *Civil Procedure Act*, *High Court Vacation Practice and Procedure Rules* made pursuant to Section 10 of the *Judicature Act* Cap 8 and all other enabling provisions of the Law seeking the following orders:-
 - i. That this application be certified urgent and service be dispensed with for reasons of urgency. (Spent)
 - ii. That the plaintiff/applicant be granted an order of injunction to restrain the Defendants/ Respondents by themselves, their servants, agents and/or employees or whomsoever acting on their behalf from offering for sale, selling, disposing or in any way dealing with or alienating in the Plaintiff's charged properties being land parcels No. LR No. 27303 (CR 42227) and LR No. 1956/462 (CR No. 43939) (hereafter referred to as the suit properties).
 - iii. That the Honorable Court be pleased to give such further or other orders it may deem just to grant.
 - iv. That the costs of this application be in the cause.
2. The application is based on the following grounds:-



- i. The Applicant applied for a loan and charged its plot No. LR No. 26314 (CR 42227) and charged one of the Director's other properties LR No. 1956/462 at Voi Taita Taveta County.
 - ii. The Applicant further charged the 2 properties and as at 22nd October 2021 the total due was at Kshs. 20,460,455.37/=
 - iii. The 1st Defendant by 25th August 2021 restructured the banking facility of the total loan owing then of Kshs. 20,329,670/= to be paid at monthly instalments of Kshs. 463,000/= for over 60 months from the date of restructuring.
 - iv. The Applicant has been repaying his loan promptly as at 7th of August 2024 the outstanding loan plus interest stood at Kshs. 12,442,184.22/=
 - v. On the 18th of January 2024 the 1st Defendant wrote a letter to the directors of the Applicant purporting to give the Applicant 40 days Chargee's Statutory Notice.
 - vi. The letter purports that the 1st Defendant having given 3 months Statutory Notice dated 24th July 2023.
 - vii. The Applicant states that no such notice dated 24th July 2023 was served upon it.
 - viii. The Applicant subsequently approached the 1st Defendant and agreed to continue serving the loan as previously agreed.
 - ix. No other statutory notice of 3 months was ever issued by the 1st Defendant to date.
 - x. The Applicant avers that since the issue of sale had been resolved he continued to service its loan to date.
 - xi. The Applicant only learned of the intended sale of one of the charged property when it was advertised in the newspaper of Daily Nation dated 5th August 2024 by the 2nd Defendant/ Respondent for a sale of its Hotel RoseWood Hotel scheduled on 30th August 2024.
 - xii. The Applicant did not receive or was not ever served with the redemption notice dated 12th of June 2024 but only saw it when he requested a copy from the 2nd Respondent who sent it through Whatsapp messaging service on the 19th of August 2024.
 - xiii. The said Redemption Notice is a nullity for want of service.
 - xiv. The said Redemption Notice is a nullity for stating wrong amounts of the loan.
 - xv. The said Notice is also a nullity for giving wrong valuation of the 2 properties hence wrong forced sale value.
 - xvi. That it is necessary that this Honorable Court grants leave to the Applicant to have this matter heard during the vacation.
 - xvii. No prejudice will be occasioned to the Respondents by granting the order sought herein.
3. The application is supported by the affidavit of Patrick Mundia Nyamu dated 27th August 2024.
 4. That the 1st Respondent filed a replying affidavit dated 17th September 2024 sworn by Kiplangat Korir Ezra in which he deponed as follows:-



- i. That I am the owner of the 2 parcels of land in issue being LR NO. 27303 (CR No. 42227) and LR NO. 1956/462 (CR NO. 43939) located at Voi Municipality in Taita Taveta County. Attached are copies of the title deeds marked “PN2(a)” and “PN2(b)” respectively.
- ii. That sometimes back the 2 titles were charged by the 1st respondent for long term loans.
- iii. That the same titles were further charged by the 1st respondent upto a tune of Ksh.19,900,000/= as it can be seen from Banking facility through a letter dated 22nd July 2019 which was duly executed by both the applicant and the 1st respondent. Attached is a copy marked “PN3”.
- iv. That the applicant has been servicing the loan diligently for over all those years. Attached is a copy of loan statement running from 2021 when the loan stood at Ksh. 20,460,455.37/= to the 7th August 2024 when the loan stood at Ksh. 12,442,184.22/= to date. Attached is a copy marked “PN4”.
- v. That in January 2024 I received a letter from the 1st respondent addressed to me and my co-director of the applicant dated 18th January 2024. Attached is a copy of the letter marked “PN5”.
- vi. That in that letter the 1st Respondent purported to give the applicant a 40 days notice pursuant to the provisions of section 96(2) 3 of the Land Act no. 6 of 2012.
- vii. That in the said Notice the 1st respondent purported to have given the applicant s statutory notice of 3 months dated 23rd July 2023 which had expired on the 29th June 2023.
- viii. That upon receipt of the notice above I found that the 1st respondent was claiming payment of Ksh. 15,237,102/= of the entire loan then.
- ix. That as a prudent man I approached the 1st respondent and agreed that I continue repaying my loan as agreed and they rescind the stated notice.
- x. That as per the said agreement, I continued servicing the loan as it can be seen from annexure PN4 attached.
- xi. That I never received any other notice of sale from the 1st or 2nd respondent until on the 6th August 2024 when I received a call from a friend telling me that my hotel at Voi known as Rose Wood Hotel on plot 27303 was advertised for auction by the 2nd respondent in the Daily Nation newspaper of 5th August 2024. Attached is a copy of the Daily Nation advert marked ‘PN6”.
- xii. That I proceeded to the 1st respondent at Voi upon learning of the advertisement by the 2nd respondent but I could not be helped as I was told that the matter was beyond their powers.
- xiii. That I proceeded to the 1st respondents offices at Mombasa and equally I could not get help from the 1st respondents employees at Mombasa.
- xiv. That I enquired from the 1st respondent on whether they gave me any notice of 3 months prior to the advertisement but I never got any answer from the employees of the 1st respondent and was referred to their offices at Nairobi.
- xv. That I then called the 2nd respondent and talked to one Onesmus Macharia and asked him why the applicant was not served with the 40 days notice because the applicant has never received it at all.



- xvi. That the 2nd respondent answered that the same was served to the applicant by registered post.
 - xvii. That I persuaded him to send me a copy of the redemption notice and actually he sent it over on the 19th of August 2024.
 - xviii. That accompanying the Redemption Notice which I was served through whasapp application by the 2nd respondent was a receipt of postage which was completely illegible. Attached are the said Redemption Notice dated 12th June 2024 and postage receipt marked "PN7(a)" and "PN7(b)" respectively.
 - xix. That I do state that the said notice by the 2nd respondent has never reached the applicant and came across it on the 19th August 2024.
 - xx. That a close look at the said redemption notice dated 12th June 2024 puts my 2 properties LR NO. 1956.462 and LR No. 27303 at value of Ksh. 37,800,000/= and hence forced sale value of Ksh. 28,350,00/= which is way below the 2 valuation reports dated 2nd January 2024 for LR NO. 27303 and the one for LR No. 1956/462 dated 3rd January 2024. Attached are copies of the valuation reports marked "PN8(a)" and "PN8(b)".
 - xxi. That the said notice by the 2nd respondent is a nullity for want of service to the applicant.
 - xxii. That the said notice dated 12th June 2024 is also a nullity as it states the amounts of loan as Ksh. 13,807,136.08/= yet the amounts due as at to date is Ksh. 12,442,184.22/=.
 - xxiii. That the said redemption notice is also a nullity for as the schedule shows 2 parcels of land i.e LR No. 27303 (CR. 42227) and LR No. 1956/462 (CR No. 43939) yet the advert in the Daily Nation talks of LR No. 27303 hence creating a lot of confusion.
 - xxiv. That since I was not given the 3 months notice prior to this advertised sale then the entire procedure used by the respondents is a nullity for failure to adhere into strict procedures of the law.
 - xxv. That the procedure being used by the respondents is tainted with malice only geared to selling my land through force.
 - xxvi. That if this court does not intervene and issues the orders sought in the application the sale of my property or properties will go on as scheduled on 30th August 2024 and the applicant is likely to lose irreparably.
 - xxvii. That I do make this application to stop the illegal procedures used by the respondents to deposes me my properties.
 - xxviii. That I do pray that this court finds the procedure used by the 1st respondent to exercise its statutory power for sale flawed and grant the orders as prayed in this application.
5. The Respondent filed a Replying Affidavit sworn by Kiplangat Korir Ezra in opposition to the application in which he deposed as follows:-
- i. That I am a teller at the 1st Defendant/Respondent Voi Branch and fully conversant with all the facts giving rise to these proceedings and thus competent to make and swear this Affidavit on behalf of the 1st Defendant.
 - ii. That I also swear this affidavit on behalf of the 2nd Defendant who at all material times to this suit acted for and on the instructions of the 1st Defendant as its duly authorized agent.



- iii. That I have read and understood the Plaintiff/Applicant's Notice of Motion dated 27th August 2024 together with the Supporting Affidavit sworn by Josephat M. Muthami seeking inter alia orders of injunction stopping the sale of parcels of land known as LR No. 27303 (CR. 42227 and LR N. 1956/462 (CR No. 43939 (hereinafter referred to as the suit properties) by the 1st Defendant/Respondent in exercise of its statutory power of sale as a Chargee pending the hearing and determination of the application.
- iv. That as a preliminary issue, I have been advised by my Advcoates on record, which advice I verily believe to be true, that the application is fatally defective as the court's jurisdiction to grant the orders sought has not been properly invoked considering that no substantive relief has been sought in the main suit other than an order of permanent injunction on similar terms as the one sought in the applications to the effect that should the application be allowed, there will be nothing left for trial.
- v. That without prejudice to the foregoing and assuming the application is competently before court, I verily believe that the same would not warrant the grant of the orders sought as demonstrated in the following paragraphs.
- vi. That I am aware that the applications is being argued by the Plaintiff on a singular ground of lack of compliance with the legal framework for statutory notices.
- vii. That having perused the documents presented by the Plaintiff/Applicants herein, I verily believe that it is being dishonest and misleading the court in its averments and that the 1st Defendant is well within its rights to exercise its statutory power of sale as a Chargee as more particularly deponed to herein below.
- viii. That I am aware that the 1st Defendant advanced to the Plaintiff various loan facilities on the terms and conditions contained in the various letters of offers.
- ix. That the Plaitniff/Applicant breached the terms of the loan agreement and defaulted in repayment of the facilities and started making haphazard payments and/or failing to make payments for the required instalments.
- x. That I am aware that the 1st Defendant agreed to restructure the banking facilities and issued the Plaintiff with the restructured letter of offer dated 25th August 2021 when the outstanding loan amount then was the sum of Kshs. 20,329,670.00 which letter of offer was duly executed by the Directors of the Plaintiff as the Borrower and the Guarantors respectively to signify their understanding and acceptance of the terms contained therein.
- xi. That there were terms and conditions set out in the said letter of offer.

Particulars of Letter of Offer Dated 25th August 2021

- a. The repayment of the loan was to be secured by among other securities.Existing Legal Charge over LR. No. 1956/462 (C. R No 43939) in the name of Patrick Mundia Nyamu securing an aggregate loan amount of Kes 12,700,000/=Existing Legal Charge LR No. 27303 (C R No. 42227) also in the name of Patrick Mundia Nyamu securing an aggregate loan amount of Kes. 7,700.000/- Personal Guarantee and Indemnity executed by All the Directors of the borrower for Kshs. 20,329,570/- each.Personal Guarantee and



Indemnity executed by Patrick Mundia Nyamu for Kshs. 49,900,000/
=

- b. The loan was to be repaid with interest at the Bank's variable base rate of 13% pa by way of a monthly instalment of Kes 463,600.00 over a period of 60 months.
 - c. The failure by the Borrower to make any repayment of the principal or payment of interest or other monies in respect of the facility on its due date constituted an event of default which could cause any outstanding amount due to the facility to become immediately due and repayable.
- xii. That even after the facilities were restructured, the Plaintiff/Applicant continued to make payments arbitrary and failed and/or refused to terms and conditions set out in loan agreement. Annexed hereto and marked 'EX 3 & 4' are copies of Plaintiff's further letters received by the Defendant on 9th January 2022 & 19th May 2023 respectively.
 - xiii. That I am aware that this failure by the Plaintiff/Applicants to repay the loan facility is agreed was in event of default that caused the entire outstanding balance on the loan facility to become due and payable at the first instance of default in line with the terms and conditions set out in the letter of offer as deponed hereinabove.
 - xiv. That, consequently, I am aware that the 1st Defendant issued 13 month statutory notice dated 24/7/2023 under the provisions of section 90 of the Land Act, 2012 requiring the Plaintiff/Applicant, to regularize the default by paying the amount in arrears, the sum of Kes 2,288,584 81 making the total outstanding debt then, the sum of Kes. 16,015,679.20. The notice was served upon the Plaintiff by registered post through its postal address P. O Box 621 -80300 Voi,
 - xv. That the 90 day notice period lapsed without the Plaintiff/Applicant regularizing the default in compliance thereof. As a result, the 1st Defendant issued a forty (40) days' notice of intention to sell the suit property dated under section 96 of the Land Act 2012, notifying the Plaintiff/Applicant that it will proceed with the sale if the default is not rectified by paying the arrears which then stood at Kshs. 1,247,251.00 making the outstanding loan debt the sum of Kes. 15,237,102.00.
 - xvi. That the 1st Defendant/Respondent then instructed Abigal Mbagaya & Associates on 20th December 2023, pursuant to section 97(2) of the Land Act, 2012, to value the charged security properties and who consequently prepared reports indicating the Current market value and forced sale value of the properties, LR No 27303 (CR number 42227) and Lr No 1956/462 (CR NO 43939).
 - xvii. That further, I am aware that the 1st Defendant/Respondent issued instructions to Onesmus Macharia T/A Watts Auctions (the 2nd Defendant/Respondent) to expeditiously proceed and sell the subject property through a public auction in a bid to recover the sums owed.
 - xviii. That I have been advised by the 2nd Defendant/Respondent, which advice I verily believe to be true, that they served upon the Plaintiff a forty-five (45) days' redemption notice and a notification of sale dated 12th June 2024.
 - xix. That I have been advised by the 2nd Defendant, which advice I verily believe to be true, that they duly advertised the sale in the Daily Nation Newspaper issue of 26/8/2024.



- xx. That from the above, it is clear that the Plaintiff/Applicant took several facilities with the 1st Defendant/Respondent which are still outstanding.
- xxi. That it is evident that the Defendant/Respondents complied with the provisions of Section 90 (1), 90 (3), 96 (2), and 97 of the Land Act, 2012 and the Auctioneers Act together with the Auctioneers Rules 1995 thereunder by issuing Demand Notices, Statutory Notices, Notice of Intention to Sell, Redemption Notice and carrying out a Valuation of the suit property before properly advertising the intended sale by auction.
- xxii. That the postal address the Statutory notices were sent to is the same one the Plaintiff/Applicants used when applying for the facilities and the same one the Plaintiff/Applicant is still using to date.
- xxiii. That I am informed by my Advocates on record, which information I verily believe to be true that:
 - a. The Applicant requested for and was granted loan facilities and docs not deny the same
 - b. It is clearly shown that the Applicant has outstanding arrears from the said facilities as per the loan account statements and various letters requesting for restructuring of the loan.
 - c. It is without doubt, that the Applicant has breached the terms of the Letters of Officer and the subsequent Charge before and after the loan restructures
 - d. It is evident that the 1st and 2nd Defendant/Respondents complied with the provisions of Section 90 (1), 90 (3), 96 (2), and 97 of the Land Act, 2012 and the Auctioneers Act together with the Auctioneers Rules 1995 thereunder by issuing Demand Notices, Statutory Notices, Notice of Intention to Sell, Redemption Notice and carrying out a Valuation of the suit property before properly advertising the intended sale by auction.
 - e. As it stands there Is no cause of action within the realms of Statute against the 1st and 2nd Defendant/Respondents who have demonstrated that there Is no procedural or substantive defect with the transaction as between the parties herein.

The Applicant's Submissions

- 6. The Applicant submitted that it had a long term loan with the 1st Respondent and that the same has fallen into arrears.
- 7. Further the Applicant admits it charged its properties LR No. 27303 CR No. 42227) and LR No. 1956/462 CR 43939) all located at Voi as security to secure the loans.
- 8. The Applicant submitted that the issue was that no 3 months notice was given to the Applicant for the 1st Respondent to exercise its statutory power of sale.
- 9. That the 3 months notice is mandatory. That the only notice served on the Applicant is the one dated 18th January 2024. Further that the Applicant had entered into a mutual agreement between the Applicant and the 1st Respondent that the Applicant continues repaying the loan.
- 10. The Applicant urged the court to declare the purported statutory notice dated 12th June 2024 a nullity for want of service.



11. Further that the 2nd Defendant Respondent did not serve the Applicant with the redemption notice under the Auctioneer's Act and the Applicant saw it through a WhatsApp on 19th August 2024.
12. Further that the redemption notice by the 2nd Respondent dated 12th June 2024 is misleading and a gross under-valuation and state that the properties are valued at Kshs. 37,000,000/= instead of Kshs. 52,400,000/=(market value) and have a forced sale value of 28,350,000/=
13. The Applicant submitted that should the 1st Respondent intend to proceed they should issue a fresh statutory notice and give the current value of the properties in the redemption notice.

The Respondent's submissions

14. The Defendant/Respondent submitted the Applicant did not deny that he is in arrears and that his main ground is that it was not served with the necessary statutory notices.
15. The Respondent argued that the statutory power of sale has duly crystallized and the same has been properly and regularly exercised and the present motion is an abuse of the court process and should be dismissed with costs.
16. The Respondent submitted that the loan facility was restructured and that the Applicant still defaulted after the restructuring.
17. That upon expiry of the statutory period the bank issued the Applicant with the necessary notices in compliance with Section 96(2) of the *Land Act* via the Applicant's Post Office which has not been denied.
18. The Respondent also submitted that the bank's right to realize its security could not be faulted. The Respondent relied on the case of *Nyangilo Ochieng & Another v Fanuel Ochieng & 2 Others* (1996) eKLR where the Court of Appeal stated that

“Unless the receipt of statutory notice is admitted posting thereof must be proved and upon production of such proof, the burden of proving non-receipt of such notices shifts to the addressee as is contemplated by Section 3(5) of the Interpretation and General Provisions Act, Cap 2 Laws of Kenya.”
19. The Respondent also relied on the case of *John Karanja Njenga & Antoher v Bank of Africa* (2015) eKLR where the court held as follows:-

“However, for this court, the Defendants right to exercise its power to sell the charged property arises the moment there is a debt which remains outstanding despite demand. It is therefore upon the Plaintiff to prove that there is in fact no debt due to the Defendant.”
20. The Respondent also submitted that the Applicant did not meet the threshold for grant of an injunction as stated in the case of *Giella v Cassman Brown & Company Limited* (1973) EA 358 and the case of *Nguruman Ltd v Jan Bonde Nielsen & 2 Others* (2014) eKLR.
21. On valuation of the properties the Respondents submitted that there was nothing to show the valuation was carried out in consideration of irrelevant factors.
22. The sole issue for determination in this application is whether the Applicant is entitled to an injunction to restrain the respondents from selling the suit properties.



23. I find that it is not in dispute that the Applicant offered the suit properties to be charged as security for loan facilities from the 1st defendant/respondent.
24. The applicant maintains that the statutory notice was not served and no redemption clause was granted to him and further that the properties were undervalued.
25. The 1st respondent however opposed the application and stated that the 2nd Defendant duly advertised the sale in the Daily Nation Newspaper issue of 26/8/2024.
26. Further, that it is clear that the Plaintiff/Applicant took several facilities with the 1st Defendant/Respondent which are still outstanding.
27. The 1st defendant also stated that it is evident that the Defendant/Respondents complied with the provisions of Section 90 (1), 90 (3), 96 (2), and 97 of the Land Act, 2012 and the Auctioneers Act together with the Auctioneers Rules 1995 thereunder by issuing Demand Notices, Statutory Notices, Notice of Intention to Sell, Redemption Notice and carrying out a Valuation of the suit property before properly advertising the intended sale by auction.
28. That the postal address the Statutory notices were sent to is the same one the Plaintiff/Applicants used when applying for the facilities and the same one the Plaintiff/Applicant is still using to date.
29. That the Applicant requested for and was granted loan facilities and does not deny the same.
30. It is clearly shown that the Applicant has outstanding arrears from the said facilities as per the loan account statements and various letters requesting for restructuring of the loan.
31. Further, that it is without doubt, that the Applicant has breached the terms of the Letters of Officer and the subsequent Charge before and after the loan restructures.
32. I find that the 1st and 2nd Defendant/Respondents maintained that they complied with the provisions of Section 90 (1), 90 (3), 96 (2), and 97 of the Land Act, 2012 and the Auctioneers Act together with the Auctioneers Rules 1995 thereunder by issuing Demand Notices, Statutory Notices, Notice of Intention to Sell, Redemption Notice and carrying out a Valuation of the suit property before properly advertising the intended sale by auction.
33. The plaintiff/applicant did not deny that the postal address P. O Box 621 -80300 Voi used belongs to them.
34. There is also no dispute that the plaintiff/applicant took the loan facilities from the 1st defendant/respondent and that the same are still outstanding.
35. I have perused the plaint herein and I find that the main prayer the plaintiff/applicant is seeking in the plaint is an order of permanent injunction to issue restraining the Defendants/Respondents by themselves, their servants, agents and/or employees or whomsoever acting on their behalf from offering for sale, selling, disposing or in any way dealing with or alienating in the suit properties.
36. An injunction is a court order that either restrains a party from doing a specific act (prohibitory injunction) or compels them to perform a specific act (mandatory injunction).
37. The conditions for granting an injunction are primarily derived from judicial precedents, particularly the case of *Giella v Cassman Brown & Co. Ltd* [1973] EA 358, which sets out the following three conditions:
 - i. Prima Facie Case with a Probability of Success. The applicant must demonstrate that they have a prima facie case with a likelihood of success at the trial. This means the applicant must show



that there is a serious issue to be tried and that their claim is not frivolous or vexatious. The court does not need to determine the merits of the case conclusively at this stage but must be satisfied that the applicant has a bona fide (genuine) case.

- ii. Irreparable Injury or damage. The applicant must prove that they will suffer irreparable injury or damage if the injunction is not granted. Irreparable injury refers to harm that cannot be adequately compensated by damages or any other remedy. The court considers whether the injury is substantial and cannot be remedied monetarily or otherwise.
 - iii. Balance of Convenience. The court will consider the balance of convenience, which involves weighing the potential harm to the applicant if the injunction is not granted against the potential harm to the respondent if the injunction is granted. The court seeks to determine which party will suffer greater inconvenience or damage if the injunction is granted or denied.
38. I find that the plaintiff/applicant has not demonstrated that he has a prima facie case with probability of success since the loan is still in arrears.
 39. The principles for granting injunctions have been applied in various Kenyan cases, including the case of *Mrao Ltd v First American Bank of Kenya Ltd & 2 Others* [2003] KLR 125 where the court elaborated on what constitutes a prima facie case.
 40. In the case of *Nguruman Limited v Jan Bonde Nielsen & 2 Others* [2014] eKLR, the Court of Appeal reaffirmed the Giella principles and emphasized that all three conditions must be satisfied.
 41. In the case of *Kenya Commercial Finance Co. Ltd v Afraba Education Society* [2001] EA 86 the court discussed the balance of convenience and irreparable injury and in the case of *Eria v Musene & Others* [1982-88] KAR 943 the court emphasized the importance of the applicant having a genuine case.
 42. In summary, the grant of an injunction in Kenya requires the applicant to satisfy the three Giella conditions, and the courts have consistently applied these principles in various cases.
 43. I find that the applicant has failed to meet the threshold for grant of an injunction. The plaintiff/applicant can be compensated by an award of damages and I find that the balance of convenience in the current case tilts in favour of the respondents.
 44. I dismiss the application dated 27th August 2024 with costs to the respondents.

DATED, SIGNED AND DELIVERED THIS 18TH DAY OF MARCH 2025 VIRTUALLY AT VOI HIGH COURT VIA MT.

ASENATH ONGERI

JUDGE

In the presence of:-

Court Assistants: Maina/Millicent

