



**Pyra Points Limited v Craft Silicon Limited (Civil Appeal E131 of 2024)  
[2025] KEHC 5557 (KLR) (Civ) (2 May 2025) (Judgment)**

Neutral citation: [2025] KEHC 5557 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)**

**CIVIL**

**CIVIL APPEAL E131 OF 2024**

**RC RUTTO, J**

**MAY 2, 2025**

**BETWEEN**

**PYRA POINTS LIMITED ..... APPELLANT**

**AND**

**CRAFT SILICON LIMITED ..... RESPONDENT**

*(Being an appeal from the judgment of the Senior Principal Magistrate/  
Adjudicator Manuela W. Kinyanjui delivered on the 16th April 2024 in the  
Small Claims Court at Nairobi Milimani SCCCOMM No. 1693 of 2024)*

**JUDGMENT**

1. The appellant seeks to overturn the decision in SCCCOMM No. 1693 of 2024 in Nairobi rendered on 16<sup>th</sup> April 2024 in the Small Claims Court by Hon. Manuela W. Kinyanjui (SPM). In the said case, the appellant brought a claim vide a Statement of Claim dated 19<sup>th</sup> February 2024 against the respondent seeking Ksh.946,242.00, aggravated damages for breach of contract for oppressive, high handed, outrageous, insolent behaviour, punitive and exemplary damages for breach of contract for the oppressive and arbitrary conduct, any other relief that the court deems fit, and costs of the claim and interest from the date of filing.
2. The respondent filed a response to the Statement of Claim dated 19<sup>th</sup> March 2024. In this response, the respondent denied the Claim in its entirety and put the appellant to strict proof thereof.
3. By a judgment delivered on 16<sup>th</sup> June 2024, the adjudicator found in favour of the respondent. The trial court determined that there was no meeting of minds, that the respondent did not intend to be bound by appellant's quotation as presented as he rejected it immediately in writing when they could not agree, and therefore the respondent had not breached any contract. The adjudicator also determined



that the appellant had not proved its case on a balance of probabilities. The adjudicator thus dismissed the suit with costs.

4. Dissatisfied with this decision, the appellant filed this appeal vide the Memorandum of Appeal dated 15<sup>th</sup> May 2024. The appeal is premised on fifty-one (51) grounds on facts and law as follows:
  1. That the learned Magistrate erred in law and fact by failing to enter judgement on admission;
  2. That the learned Magistrate erred in law and in fact by failing to consider the clear documentary evidence by the respondent sharing private and confidential information;
  3. That the learned Magistrate erred in law and in fact by failing to consider clear and unequivocal admissions supported by numerous Emails and WhatsApp conversations;
  4. That the learned Magistrate erred in law and in fact by failing to consider the clear documentary evidence by the respondent, emails by Ms. Syovinya sharing private and confidential information two times on 23<sup>rd</sup> January 2024 at 1:53 pm and another email where they obscured the date and time;
  5. That the learned Magistrate erred in law and in fact by failing to consider the documentary evidence by the appellant of the email by Ms. Syovinya of 23<sup>rd</sup> January 2024 at 10:02 am;
  6. That the learned Magistrate erred in law and in fact by failing to consider the above email chain was then shared by Ms. Daphne Ndemo, the Account Manager at Craft Silicon while copying Ms. Syovinya, which is further evidence that Ms. Syovinya leaked the appellant's private and confidential information;
  7. That the learned Magistrate erred in law and in fact by refusing to hear and consider the appellant's application on Judgment on Admission despite the clear evidence of Mr. Dhimant Shah intentions; text of 29<sup>th</sup> January 2024 at 15:42;
  8. That the learned Magistrate erred in law and in fact by failing to consider the clear and unequivocal evidence that Mr. Dhimant Shah was underhandedly contacting the appellant's suppliers (Betty -Shenzhen Peicheng Technology Company Ltd) and forwarders (Dan - TMM Logistics Company Limited) which information was underhandedly shared and admitted by Ms. Catherine Syovinya in her paragraph 7, violating the confidentiality and privacy;
  9. That the learned Magistrate erred in law and in fact by failing to consider the clear and unequivocal evidence of the mens rea and the actus reus of Mr. Dhimant Shah in the statements; "Water under the bridge", "He will procure directly from Betty and ship through DHL";
  10. That the learned Magistrate erred in law and in fact by failing to consider the clear and unequivocal evidence of lack of good faith and the unfair and unconscionable business practices by the respondent's employees;
  11. That the learned Magistrate erred in law and in fact by failing to consider that parties had achieved consensus ad idem;
  12. That the learned Magistrate erred in law and in fact by failing to consider that parties are not allowed to rescind contracts once consensus ad idem has been achieved;
  13. That the learned Magistrate erred in law and in fact by failing to consider the clear chronology leading to consensus ad idem;



14. That the learned Magistrate erred in law and in fact by failing to consider, whether there was intention to be legally bound, and the multiple authorities presented based on the above;
15. That the learned Magistrate erred in law and in fact by failing to consider the plain meaning and implication of an invoice, despite the appellant providing multiple dictionary meanings;
16. That the learned Magistrate erred in law and in fact by failing to consider that the email of 30<sup>th</sup> January 2024, seeking an official invoice was sent by Ms. Daphne Ndemo the Account Manager of Craft Silicon after the Sample Prices sent on 23<sup>rd</sup> January 2024 had been reviewed by Mr. Dhimant Shah the Chief Executive Officer and Ms. Catherine Syovinya the Head of Customer Experience & Partnerships;
17. That the learned Magistrate erred in law and in fact by failing to consider that the previous day on Monday 29<sup>th</sup> January 2024 at 12:50 pm, Ms. Syovinya had already confirmed the order details when she wrote via text, “I have confirmation from my CEO – He is saying we proceed to order for the tablets. He says the 100USD one. then confirm how soon they can deliver”;
18. That the learned Magistrate erred in law and in fact by failing to consider Section S. 83j of the *Kenya Information and Communications Act, Act No. 1 of 2009* which provides that an offer and acceptance maybe communicated electronically;
19. That the learned Magistrate erred in law and in fact by failing to consider Section 120 of the *Evidence Act, Cap 80* of the Laws of Kenya and as articulated by various judicial authorities;
20. That the learned Magistrate erred in law and in fact by failing to consider the doctrine of estoppel;
21. That the learned Magistrate erred in law and in fact by failing to consider that the email of 30<sup>th</sup> January 2024 by Ms. Daphne Ndemo, the Account Manager was clear and unequivocal;
22. That the learned Magistrate erred in law and in fact by failing to consider that the respondents after reviewing the prices of the 5 sample tablets sent on Tuesday 23<sup>rd</sup> January 2024 at 11:25 am, in the Appellants email titled “Sample of Prices Tablets”, Ms. Catherine Syovinya, Head of Customer Experience and Partnerships responded copying Mr. Dhimant Shah, Chief Executive Officer, stating, “We acknowledge receipt of the attached. Kindly allow us to review we will be getting back with next steps.”;
23. That the learned Magistrate erred in law and in fact by failing to consider that the “next steps” were shared on Monday, 29<sup>th</sup> January 2024 at 12:50 pm where Ms. Syovinya wrote to the appellant, “I have confirmation from my CEO – He is saying we proceed to order for the tablets. He says the 100USD one then confirm how soon they can deliver”;
24. That the learned Magistrate erred in law and in fact by failing to consider that there was clear and unequivocal acceptance of the tablet and price;
25. That the learned Magistrate erred in law and in fact by failing to consider that the next day on Tuesday 30<sup>th</sup> January 2024 at 4:35 pm, the appellant received an official email from Ms. Daphne Ndemo, the Account Manager at Craft Silicon copying Ms. Syovinya, (Head of Customer Experience & Partnerships stating, “Dear Joseph, kindly share an official quote for 330 Tablets. Please factor in all related costs i.e., transportation, shipping, taxes ETC. Package to be delivered to NEEF (National Economic Empowerment Fund Limited) in Lilongwe Malawi, P.O BOX 779, Lilongwe. Please also share your invoice to Craft Silicon Limited alongside your final submission.”;



26. That the learned Magistrate erred in law and in fact by failing to consider that the above email also contains a clear and unequivocal acceptance and further details by the respondent;
27. That the learned Magistrate erred in law and in fact by failing that email correspondence by Ms. Daphne Ndemo, the Account Manager at Craft Silicon copying Ms. Syovinya, (Head of Customer Experience & Partnerships on Tuesday 30th January 2024 at 4:35 pm, contains the essential elements of a valid contract;
28. The Learned magistrate failed to ask whether the reasonable bystander, after taking into account all the circumstances of the case, would consider if the parties intended to be legally bound;
29. That the learned Magistrate erred in law and in fact in her paragraph 31 when the Court stated that, “Joseph sent prices, he however did not send all specifications requested rather he sent a rough estimate. He thus did not fully satisfy the requirements by the responded (sic) in order for a valid contract to be made”;
30. That the learned Magistrate erred in law and in fact and in practice, under paragraph 27 of the Judgement, where the Court held that it did not have Jurisdiction but still continued to determine the matter when it did not have full jurisdiction;
31. That the learned Magistrate further erred in law and in fact by holding that the Honourable Court did not have jurisdiction while on 22<sup>nd</sup> March 2024 the Honourable Court had already pronounced it has jurisdiction;
32. That the learned Magistrate erred in law and in fact by holding that the Honourable Court did not have jurisdiction considering the issues were meticulously covered in the Statement of Claim and in the Witness Statement by the appellant;
33. That the learned Magistrate erred in law and in fact in paragraph 27 above by selectively determining and omitting issues contrary to Section 1B of the *Civil Procedure Act*, Cap 21 on the Duty of Court and Order 21 Rule 5 of Civil Procedure Rules, on Court to state its decision on each issue, by failing to handle and state its decision in all matters presented before Court;
34. That the learned Magistrate erred in law and in fact in Her paragraph 34 where she stated that, “That the claimant in his submission also raised the issue that the respondent admitted the claim in paragraph 7 in the witness statement where she stated that, “Mr. Shah reached out to Betty from China to verify the tablet prices” however, I do not find this to be an admission as there was no contract preventing the parties from undertaking their due diligence”;
35. That the learned Magistrate erred in law and in fact by failing to consider the pleaded doctrine of respondeat superior;
36. That the learned Magistrate erred in law and in fact by failing to consider the pleaded doctrine of adverse inference;
37. That the learned Magistrate erred in law and in fact by failing to consider the pleaded doctrine of quantum meruit;
38. That the learned Magistrate erred in law and in fact by failing to consider the various bargainings or communings of the parties while the business was going on;
39. That the learned Magistrate erred in law and in fact by failing to consider the appellant had engaged in time staking research, negotiations, certifications, product suitability, due diligence,



shipping, and freight bargains, customs and excise duty, insurance and logistics across different regions and time zones (Kenya, China and Malawi) only for the business to be lost due to unfair and unethical business practices;

40. That the learned Magistrate erred in law and in fact by failing to consider the appellant already procured all the requisite international licences and certificates for the new requested tablet;
  41. That the learned Magistrate erred in law and in fact by failing to consider the Claimant was owed the lost business revenue of KShs. 946,242 being just an 11.3% gross profit margin that he would have made at \$17.7 per tablet for 330 tablets, which revenue was lost due to the lack of good faith, unfair and unconscionable business conduct of the respondent's;
  42. That the learned Magistrate erred in law and in fact by on numerous occasions having a biased approach to procedure in favour of the respondent;
  43. That the learned Magistrate erred in law and in fact by holding that the Small Claims Court is meant to only determine "simple issues";
  44. That the learned Magistrate erred in law and in fact on multiple occasions by failing declining to determine any of the appellant's applications highlighting the respondent's breach of process and noncompliance;
  45. That the learned Magistrate erred in law and in fact by conducting the matter in a biased way;
  46. That the learned Magistrate erred in law and in fact by failing to consider the issues raised;
  47. That the learned Magistrate erred in law and in fact by failing to consider all the evidence adduced by the appellant and its application, pleadings and submissions and only considered the submissions of the respondent;
  48. That the Learned Magistrate erred in law and in fact by failing to consider all the instances the respondent's failed to comply with the Court's directions and civil procedure including service at midnight, fake signatures and general ambush and delay tactics;
  49. That the earned Magistrate erred in law and in fact by failing to appreciate that in most commercial transactions, most supply chains, there are usually three main players, the manufacturer, the distributor and retailer or consumer. That the prices from the manufacturer will always be cheaper than that of the retailer;
  50. That the learned Magistrate erred in law and in fact by failing to appreciate this is a simple case of greed by the respondent's, led by their CEO, Mr. Dhimant Shah, whom after realizing he could make a higher profit endeavored to removing the appellant thus engaging them in a wild goose chase; and
  51. That the learned Magistrate erred in law and in fact by failing to appreciate the numerous authorities that parties are not allowed to rescind a contract once consensus ad idem has been achieved as it is contrary to the principles of fairness and commercial integrity to engaged serious parties in a wild goose chase.
5. Consequently, the appellant prays that the appeal be allowed, an Order setting aside the Judgment of the Honourable Magistrate of 16<sup>th</sup> April 2024 be granted together with costs.
  6. Both parties filed lengthy submissions. The appellant submissions are dated 7<sup>th</sup> November 2024 while the respondent are dated 13<sup>th</sup> November 2024 in rebuttal.



7. The appellants submissions are summarised as follows. The appellant submits that the respondent sought its services in procuring and transporting 330 computer tablets to Lilongwe, Malawi.
8. The appellant agreed and on 12<sup>th</sup>, 14<sup>th</sup>, and 16<sup>th</sup>, January 2024 the appellant shared confidential information with one Catherine Syovinya, the respondent's Head of Customer Experience & Partnerships to her private Gmail. It is submitted that this information was unlawfully disseminated among Craft Silicon employees to the appellant's detriment as the respondent started sourcing the tablets from the appellant's suppliers directly.
9. The appellant urges that the learned magistrate had jurisdiction and she erroneously found that she did not and bestowed on herself partial jurisdiction. The decisions in Francis Karioko Muruatetu & Wilson Thirimbu Mwangi v Republic [2020] KEHC 1390, Odinga v Independent Electoral & Boundaries Commission & 3 others [2013] KESC 8 (KLR) and Phoenix of E.A. Assurance Company Limited v S. M. Thiga ta Newspaper Service [2019] KECA 767 (KLR) are cited to buttress their contention.
10. It is submitted that the learned Magistrate erred in law and fact by failing to determine whether to enter judgment on admission despite all the compelling evidence and admissions on record.
11. The appellant submitted that they provide unequivocal admissions of the unfair, unethical, oppressive and unconscionable conduct by Mr. Dhimant Shah, the Respondent's CEO, and Ms. Catherine Syovinya's usurping the appellant's forwarders and suppliers.
12. It was submitted that the jurisprudence guiding judgment on admissions, as elucidated by the Court of Appeal in Choitram v Nazari (1984) KLR 327 and Peeraj General Trading & Contracting Company Limited v Mumias Sugar Company Limited [2016] eKLR, stipulates that admissions must be plain and obvious, leaving no room for doubt. It is urge that in the instant case the respondent's communications, was clear and unequivocal, thus qualifying the case for judgment on admission.
13. It was submitted that it is imperative to uphold agreements once consensus ad idem has been reached between parties. It is the appellants case that a binding contract was formed.
14. The appellant submitted that the email and WhatsApp interactions (electronic messages) between the appellant and the respondent's employees, demonstrate a clear offer and acceptance process in alignment with Section 83J *Kenya Information and Communications Act, Act No. 1 of 2009*, which recognizes the validity of contracts formed through electronic messages.
15. The appellant submits that it is entitled to compensation under the doctrine of quantum meruit and that the doctrines of respondent superior and estoppel are applicable in this matter.
16. The appellant also urges the court to make an adverse inference against the respondent for unfair and unethical practices and award to aggravated damages for the highhanded and oppressive, malevolent, spiteful and malicious conduct at the sum of Ksh. 500,000-.
17. The appellant concludes by urging this court Honourable Court to uphold the contract and award it damages of Ksh.946,242-.
18. On the other hand, the respondent submits that the appellant claimed that the respondent was guilty of breach of Contract; breach of confidentiality; unfair business practices; breach of trade secrets and breach of intellectual property. The respondent contends that the trial court properly found that it did not have jurisdiction on these issues.
19. The respondent submitted that the trial Court established that there was an offer from the appellant, but there was no acceptance nor consideration from the respondent.



20. It is the respondent's case that any appeal from the Small Claims Court to the High Court must be on issues of law only. they contend that grounds 2, 3, 4, 5,7, 8, 9, 10, 11, 12, 13, 14,15, 16, 17, 18, 19, 20,21,22, 23, 24, 25,26, 27,28, 29,33,34, 35, 36, 37, 38, 39, 40, 41, 42,43, 46, 47, 48, 49, 50 and 51 of the Memorandum of Appeal relate primarily to the question of fact and evidence and not the question of law and therefore cannot be entertained by this court. It buttresses this assertion with the decisions in *Wachira v Mwai (Civil Appeal E022 of 2023)* [2024] KEHC 3173 (KLR) (15 March 2024) (Judgment), and *Amunga v Muisu (Civil Appeal E725 of 2022)* [2024] KEHC 2504 (KLR) (Civ) (8 March 2024) (Judgment).
21. On ground number 1 that the Honourable learned Magistrate erred in law and in fact by failing to enter judgment on admission, the respondent submits that it consistently maintained that the claim was wholly disputed, and that there is no plain unequivocal admission. Further, that the issues raised were issues that were bound to go for trial and therefore could not form a basis for summary judgment.
22. The respondent submits that application by the appellant for judgement on admission failed to meet the test as laid down under Order 13 Rule (2) of the Civil Procedure Rules, 2010 and the various quoted case laws. It contends that the appellant kept referring the trial Court to evidence that would be interpreted differently by another party to prove that there was admission. That in addition, it also adduced evidence and denied any admission.
23. On grounds 30,31 and 32, the respondent submits that the trial court correctly determined that it had no jurisdiction to deal with breach of confidentiality, unfair business practices, breach of trade secrets and breach of intellectual property and only dealt with issued under its jurisdiction as per Section 12 of the *Small Claims Court Act, 2016*.
24. The respondent concludes by praying that the appeal be dismissed with costs.
25. I have painstakingly read through all the submissions on record. The issue of law emerging for determination is whether there was a contract between the appellant and the respondent.
26. As I deal with the forementioned issue, I dare not forget that appeals from the Small Claims Court are governed by the provisions of Section 38 of the Small Claims Act which provides as follows:
38. Appeals
- (1) A person aggrieved by the decision or an order of the Court may appeal against that decision or order to the High Court on matters of law.
- (2) An appeal from any decision or order referred to in subsection (1) shall be final.
27. Black's Law Dictionary defines matters of fact and matters of law as: -
- “Matter of fact: A matter involving a judicial inquiry into the truth of alleged facts and Matter of law: A matter involving a judicial inquiry into the applicable law.”
28. The court in *Bashir Haji Abdullahi v Adan Mohammed Nooru & 3 others* [2014] eKLR while evaluating the difference between the two terms relied on *M'riungu And others Vs. R* [1982-88] 1 Kar 360 when it stated, (per Chesoni AJA) at p366 that: -
- “We would agree with the views expressed in the English case of *Martin v Glyneed Distributors Ltd (ta MBS Fastenings)* [1983] 1 CR 511 that where a right of appeal is confined to questions of law only, an appellate court has loyalty to accept the findings of fact of the lower court(s) and resist the temptation to treat findings of fact as holdings of law or



mixed findings of fact and law, and, it should not interfere with the decision of the trial of first appellate court unless it is apparent that; on the evidence, no reasonable tribunal could have reached that conclusion, which would be the same as holding the decision is bad law.”

29. The Supreme Court has binding precedent on what constitutes appeals on matters of law only. In *Gatirau Peter Munya v Dickson Mwenda Kithinji & 2 others*, Petition 2B of 2014 [2014] eKLR, the Court in paragraph 80 delivered itself as follows:

From the foregoing review of the comparative judicial experience, we would characterize the three elements of the phrase “matters of law” as follows:

- (a) the technical element: involving the interpretation of a constitutional or statutory provision;
- (b) the practical element: involving the application of *the Constitution* and the law to a set of facts or evidence on record;
- (c) the evidentiary element: involving the evaluation of the conclusions of a trial Court on the basis of the evidence on record.

The court went on to explain at paragraph 81 (c):

“the conclusions arrived at by the trial Judge in an election petition in the High Court concerning membership of the National Assembly, the Senate, or the office of County Governor, where the appellant claims that such conclusions were based on “no evidence”, or that the conclusions were not supported by the established facts or evidence on record, or that the conclusions were “so perverse”, or so illegal, that no reasonable tribunal would arrive at the same; it is not enough for the appellant to contend that the trial Judge would probably have arrived at a different conclusion on the basis of the evidence.(emphasis mine)

The court went on at paragraph 81A :

81A.It is for the appellate Court to determine whether the petition and memorandum of appeal lodged before it by the appellant conform to the foregoing principles, before admitting the same for hearing and determination.

82.Flowing from these guiding principles, it follows that a petition which requires the appellate Court to re-examine the probative value of the evidence tendered at the trial Court, or invites the Court to calibrate any such evidence, especially calling into question the credibility of witnesses, ought not to be admitted. We believe that these principles strike a balance between the need for an appellate Court to proceed from a position of deference to the trial Judge and the trial record, on the one hand, and the trial Judge’s commitment to the highest standards of knowledge, technical competence, and probity in electoral-dispute adjudication, on the other hand.(emphasis mine)

30. Guided by the foregoing, this Court carefully considered the Memorandum of Appeal as framed and finds that grounds 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 of the Memorandum of Appeal relate primarily to the question of fact and evidence and not questions of law. The appellant is asking this court to review the evidence presented and this constitutes a question of fact. In other words, the appellant requires this court to re-examine the probative value of the evidence tendered at the trial Court, and is inviting this Court to calibrate this evidence. As the aforesaid grounds relate primarily to questions of fact, they do not qualify as grounds that can be determined on appeal. I am compelled to add that the appellant has not satisfactorily demonstrated how the conclusion reached



by the trial judge was not supported by established facts or evidence on record. As such, I shall dismiss these grounds in limine.

31. Grounds 1 and 30 however raises a matter of law and I shall examine these in turn.
32. On ground 1, the appellant submits that the learned Magistrate erred in law and fact by failing to determine whether to enter judgment on admission despite all the compelling evidence and admissions on record. The appellant contends that there was admission by the respondent that they shared private and confidential information belonging to the appellant. It contends that there is email and WhatsApp evidence of unequivocal admissions of the unfair, unethical, oppressive and unconscionable conduct the respondent usurping the appellant's forwarders and suppliers. This is disputed by respondent.
33. In the Court of Appeal decision, *Cassam & Another v Sachania & Another* [1982] KECA 1 (KLR) in dismissing an appeal, it held that:

“The Judge’s discretion to grant judgment on admissions of fact under the Order is to be exercised only in plain cases where the admissions of fact are so clear and unequivocal that they amount to an admission of liability entitling the plaintiff to judgment.”
34. Further, in the case of *Express Automobile Kenya Limited v Kenya Farmers Association Limited & another* [2020] eKLR the Court in dealing with a similar application held in paragraph 18:

“In law an admission should reflect a conscious and deliberate act of the person making it, showing an intention to be bound by it. As for the court, the power to enter judgement on admission is not mandatory or peremptory; it is discretionary. The court is bound to examine the facts and prevailing circumstances keeping in mind that a judgement on admission is a judgement without trial which permanently denies a remedy to the sued party by way of an appeal on merits.”
35. A perusal of the record reveals that there was no admission by the respondents. At no point did the respondent reflect that they intended to be bound by the emails or WhatsApp messages. It is clear that the appellant and respondent were in the negotiation stages of the equipment that the respondent sought to procure. I find that the emails and WhatsApp messages to be allegations of facts that were yet to be ascertained. Consequently, I do not find any admissions of fact clear and unequivocal that they amount to an admission of liability entitling the appellant to judgment.
36. On ground number 30, That the learned Magistrate erred in law and in fact and in practice, under paragraph 27 of the Judgment, where the Court held that it did not have Jurisdiction but still continued to determine the matter when it did not have full jurisdiction, I find that that trial Court correctly stipulated the law setting out its jurisdiction and correctly applied it to the sets of facts and evidence on record. The trial court was well within its rights to deal with issues that it had jurisdiction over and not delve into those that it did not.
37. Going by the above, I find no justification to interfere with the trial court’s decision dated 16<sup>th</sup> April 2024.
38. Consequently, the Memorandum of Appeal dated 15<sup>th</sup> May 2024 is found to be unmeritorious and the same is dismissed with costs to the respondent.
39. It is so ordered.

**DATED, SIGNED AND DELIVERED AT MACHAKOS THIS 2<sup>ND</sup> DAY OF MAY, 2025.**

**RHODA RUTTO**



**JUDGE**

In the presence of;

.....for Appellant

.....for Respondent

Sam Court Assistant

