



**In re Estate of Asoga Shabanga (Deceased) (Succession Cause
66 of 2021) [2025] KEHC 9813 (KLR) (8 July 2025) (Ruling)**

Neutral citation: [2025] KEHC 9813 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT VIHIGA
SUCCESSION CAUSE 66 OF 2021**

JN KAMAU, J

JULY 8, 2025

IN THE MATTER OF THE ESTATE OF ASOGA SHABANGA

BETWEEN

BURTON ASONGA SHAVANGA PETITIONER

AND

BENJAMIN SHAHASI ASOGA OBJECTOR

RULING

1. This matter was scheduled for hearing on 8th July 2025. The court has seen the Notice of Appointment by Julius Masiva Obuga dated 5th June 2025 and filed on 7th July 2025 in which he purports to represent the Objector herein who has been represented by Ms Amasakha and Company Advocates until now as the said firm now wishes to cease acting for the Objector herein.
2. It is evident that the said Julius Masiva Obuga has no Practicing Certificate and has not been admitted as an advocate in accordance with the *Advocates Act* Cap 16 (Laws of Kenya). He is also not qualified to act as an advocate of Kenya as contemplated in Section 2 of the *Advocates Act*.
3. The said Julius Masiva Obuga purports to represent the said Objector under Article 22 (1) of *the Constitution* of Kenya, 2010 which provides that every person has the right to institute court proceedings, claiming that a right or fundamental freedom in the Bill of Rights has been denied violated or infringed.
4. Further, Article 22 (2) of *the Constitution* of Kenya provides that any person may institute proceedings and act on behalf of another where that other person cannot act in their own name, he is acting as a member of or in the interest of a group or class of persons or he is acting in public interest or acting as an association in the interest of one or more of its members.



5. The court has looked at the Ex parte Chamber Summons application dated 3rd June 2025 and filed on 5th June 2025 in which the said Julius Masiva Obuga seeks to restrain other parties from intermeddling with the deceased's estate and/or to set aside Mediation proceedings that the Objector denies attending. There is no infringement of Bill of Rights and none of the prevailing conditions under Article 22(2) of *the Constitution* of Kenya exist in this case. The pleading that have been filed by the said Julius Masiva Obuga are irregular and improper and only lend themselves to being expunged from the court record.
6. There has been an increase in cases where individuals are using powers of attorney to act for vulnerable persons in Vihiga County. Several others have been masquerading as advocates and advocates who are inactive and not holding valid practicing certificates are also appearing before our courts. This must be stamped and weeded out not to erode the noble profession of lawyers who have studied in school for many years to represent others to realise their rights.
7. For the foregoing reasons, the court hereby proceed to issue the following directions:-
 1. That the Notice of Appointment dated 5th May 2025 and filed on 10th June 2025 and the Ex parte Chamber Summons application dated 3rd June 2025 and filed on 10th June 2025 be and are hereby struck out and expunged from the court records.
 2. The said Julius Masiva Obuga be and is hereby placed in the cells at Vihiga Law Courts forthwith to enable the court communicate with the Law Society of Kenya whereafter the court will give further orders and/or directions in the course of the day
 3. The firm of Ms Amasakha and Company Advocates to file and serve an application to cease acting by 9th July 2025 and the matter be mentioned on 11th July 2025 for further order and/or directions
 4. The Objector be and is hereby directed to appear in court on 11th July 2025 without fail to interrogate the veracity of his assertions that he never participated in the Mediation proceedings that culminated in the Mediation Settlement agreement dated 23rd May 2025.
 5. The Mediator Ben Imbukha be and is hereby summoned to appear in court on 11th July 2025 to explain the circumstances of the mediation proceedings that culminated in the Mediation Settlement Agreement dated 23rd May 2025.
 6. Orders accordingly

DATED AND DELIVERED AT VIHIGA THIS 8TH DAY OF JULY 2025

J. KAMAU

JUDGE

