



REPUBLIC OF KENYA



**Maina & another v CFC Stanbic Bank Limited & 2 others (Civil Case 20 of 2014)  
[2025] KEHC 12667 (KLR) (Commercial and Tax) (24 July 2025) (Ruling)**

Neutral citation: [2025] KEHC 12667 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)  
COMMERCIAL AND TAX  
CIVIL CASE 20 OF 2014**

**F GIKONYO, J**

**JULY 24, 2025**

**BETWEEN**

**TITUS WAGENI MAINA ..... 1<sup>ST</sup> PLAINTIFF**

**ROSE WAMBUI KABUE ..... 2<sup>ND</sup> PLAINTIFF**

**AND**

**CFC STANBIC BANK LIMITED ..... 1<sup>ST</sup> DEFENDANT**

**KEYSIAN AUCTIONEERS ..... 2<sup>ND</sup> DEFENDANT**

**DIANA KWAMBOKA ONTIRI ..... 3<sup>RD</sup> DEFENDANT**

**RULING**

**Partial Ruling**

1. The plaintiffs filed the notice of motion dated 30<sup>th</sup> May 2025, seeking the following orders:-
  1. That the court orders made on 22<sup>nd</sup> January 2014 and issued on 24<sup>th</sup> January 2014 and entered on the register of the Plaintiffs' property, LR. No. 209/19594 Nairobi on 4<sup>th</sup> February 2014 as entry number 3 be raised and or cancelled from the register of the property.
  2. That the 1<sup>st</sup> Defendant be directed to issue to the Plaintiffs a duly executed discharge of charge and to release the Certificate of Title and all other documents in its custody with respect to the Plaintiffs' property, LR. No. 209/19594 Nairobi.
2. The application is brought under Sections 1A, 1B, 3A, 34 and 63 of the *Civil Procedure Act*, Order 21 Rule 6, Order 22 Rule 71, and Order 50 Rule 1 of the Civil Procedure Rules, Sections 85 and 102 of the *Land Act*.



3. I do note however, that, the plaintiffs claim that there is no outstanding loan balance. They contended that the 1<sup>st</sup> defendant has not shown any evidence to show that it refunded the monies to the 3<sup>rd</sup> defendant after failure to pay the remainder of the auction price.

The 1<sup>st</sup> defendant claims there is outstanding loan balance of Kshs. 8,616,397.35.

4. According to the plaintiff, through the decree dated 6<sup>th</sup> February 2025, the court decreed that “(c) The 1<sup>st</sup> Defendant do render a true account of the Plaintiffs’ loan account and further all proceeds received from the Plaintiffs.”

5. The plaintiff stated that the 1<sup>st</sup> defendant provided statement which they produced during trial which showed the loan balance to be NIL.

6. Therefore, the 1<sup>st</sup> defendant has failed to render a true account of the plaintiff’s loan account as directed by the court.

7. Clearly, the problem has been compounded by the claim that order “(c) has not been complied with.

8. All the other issues would be determined if the 1<sup>st</sup> defendant has rendered accurate account of the loan account showing all receipts of money towards payment of the loan. The 1<sup>st</sup> defendant is the defaulting party here. And, therefore, wish to state that discharge of charge is a legal remedy provided for in law which is governed by the law and the charge; it is not dependent upon the willingness or whims of the chargee.

9. In the circumstances of this case, in order to effectually and completely determine the issues in the application before me, I render a partial ruling and direct the 1<sup>st</sup> defendant to render a true, full and accurate account on the loan account in issue showing all receipts thereto within 30 days which failing the court will determine the application on the basis of the material filed in court.

**DATED, SIGNED AND DELIVERED AT NAIROBI THROUGH TEAMS ONLINE APPLICATION THIS 24<sup>TH</sup> DAY OF JULY, 2025**

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**F. GIKONYO M**

**JUDGE**

In the presence of: -

Mwangi/Wanyoike for Plaintiff

Ms. Karimi for 1<sup>st</sup> defendant

No appearance for 2<sup>nd</sup> and 3<sup>rd</sup> defendant

CA Kinyua

