Farah & 3 others v Adan & 2 others (Civil Case E002 of 2025)
[2025] KEHC 13159 (KLR) (23 September 2025) (Ruling)

Neutral citation: [2025] KEHC 13159 (KLR)

REPUBLIC OF KENYA

IN THE HIGH COURT AT GARISSA

CIVIL CASE E002 OF 2025

JN ONYIEGO, J

SEPTEMBER 23, 2025

BETWEEN

RASHID MOHAMMED FARAH ..... 1ST APPLICANT

ABDI MOHAMED MAALIM ..... 2ND APPLICANT

IBRAHIM KEYNAN ADAN ..... 3RD APPLICANT

MOHAMED SHEIKH ABDULLAHI ..... 4TH APPLICANT

AND

MOHAMED DAIP ADAN ..... 1ST RESPONDENT

MOHAMED A IBRAHIM ..... 2ND RESPONDENT

THE DIRECTOR GENERAL, BUSINESS REGISTRATION SERVICES .... 3RD RESPONDENT

RULING

1. The plaintiff/applicant moved this court via a plaint dated 06.05.2025 seeking for the following orders:

   i. That pending hearing and determination of the arbitral proceedings this Honourable Court be and is hereby pleased to issue a temporary injunction, restraining the 3rd respondent from admitting, registering and/or accepting the election, nomination and or appointment of the 2nd respondent or any other person as a trustee of Quba Islamic Centre Trust – Garissa.

   ii. That pending hearing and determination of the arbitral proceedings this Honourable Court be and is hereby pleased to issue a temporary injunction restraining the 1st and 2nd respondents from proceeding with the special trustees virtual meeting slated for the 15.05.2025 pursuant to the notice dated 25.04.2025 and/or any other meeting to be convened in a manner other than prescribed in the Trust Deed;

iii. That pending hearing and determination of the arbitral proceedings this Honourable Court be and is hereby pleased to stay the 1st and 2nd respondents' decision to suspend the 1st applicant from his office of secretary to the board of trustees vide the letter dated 22.04.2025 and the subsequent invitation of a disciplinary hearing vide the letter dated 01.05.2025.

iv. That costs of this suit be provided for.

v. Any other order that this Honorable Court may deem fit to grant in any circumstances of the case.

2. Contemporaneously filed with the said plaint is a chamber summons of even date seeking the following orders:

i. Spent.

ii. That pending inter partes hearing of this application, this Honourable Court be and is hereby pleased to issue a temporary injunction, restraining the 3rd respondent from admitting, registering and/or accepting the election, nomination and/or appointment of the 2nd respondent or any other person as a trustee of Quba Islamic Centre Trust – Garissa.

iii. That pending inter partes hearing of this application, this Honourable Court be and is hereby pleased to issue a temporary injunction restraining the 1st and 2nd respondents from proceeding with the special trustees virtual meeting slated for the 15.05.2025 pursuant to the Notice dated 25.04.2025 and/or any other meeting to be convened in a manner other than prescribed in the trust deed.

iv. That pending inter partes hearing of this application, this Honourable Court be and is hereby pleased to stay the 1st and 2nd respondents' decision to suspend the 1st applicant from his office of secretary to the board of trustees vide the letter dated 22.04.2025 and the subsequent invitation of a disciplinary hearing vide the letter dated 01.05.2025.

v. That pending hearing and determination of the arbitral proceedings this Honourable Court be and is hereby pleased to issue a temporary injunction restraining the 3rd respondent from admitting, registering and/or accepting the election, nomination and/or appointment of the 2nd respondent or any other person as a trustee of Quba Islamic Centre Trust – Garissa.

vi. That pending hearing and determination of the arbitral proceedings this Honourable Court be and is hereby pleased to issue a temporary injunction restraining the 1st and 2nd respondents from proceeding with the special trustees virtual meeting slated for 15.05.2025 pursuant to the notice dated 25.04.2025 and/or any other meeting to be convened in a manner other than prescribed in the trust deed.

vii. That pending hearing and determination of the arbitral proceedings this Honourable Court be and is hereby pleased to stay the 1st and 2nd respondents' decision to suspend the 1st applicant from his office of secretary to the board of trustees vide the letter dated 22.04.2025 and the subsequent invitation of a disciplinary hearing vide the letter dated 01.05.2025.

viii. That costs of this application be provided for.

ix. Any other order that this Honorable Court may deem fit to grant in any circumstances of the case.

3. The application is supported by an affidavit sworn by Rashid Mohamed Farah deponing that the plaintiffs/applicants and the 1st defendant are serving trustees of Quba Islamic Centre Trust – Garissa since registration on 13.02.2020. That in total, there are 10 trustees to wit Mohamed Daip Adan, Rashid Mohamed Farah, Abdi Mohamed Maalim, Ibrahim Keynan Adan, Mohamed Sheikh Abdullahi, Ibrahim Birik Adan, Muhumed Ahmed Rage, Mohamed Osman Warfa Farah Mohamed Yassin and Yussuf Mohamed Yussuf.

4. It was averred that whimsically and in excess of the authority bestowed upon him, the 1st defendant together with the 2nd defendant have paralyzed business of the trust by unscrupulously issuing a notice purporting to suspend the 1st applicant from his office as the trustees' secretary and in place taken over by the said 2nd defendant who is not even among the 10 trustees.

5. That in collusion with the 2nd defendant who allegedly is a complete stranger to the trust, the 1st defendant unilaterally caused notices for a meeting to be held on 15.05.2025 for a purported exercise of reconstituting trustees, initiating discussion of non-existent breaches and misconduct by trustee members and removal of the 1st and 3rd plaintiffs as trustee members. It was averred that despite the plaintiffs' making several attempts to resolve the matter, the 1st and 2nd defendants have been reluctant to co-operate to ensure that the prevailing differences are settled. That the duo have been conducting the business of the trust contra the trust deed at the risk of sacrificing interests of beneficiaries of the trust's noble idea.

6. As a response, the firm of Sagana, Biriq & Muganda on behalf of the 1st and 2nd respondents filed a preliminary objection dated 13.05.2025 on the following grounds:

    i. The application and the suit herein are incurably defective and bad in law as the applicants have failed to expressly plead that the 1st and 2nd respondents are sued in their representative capacities as trustees of the Quba Islamic Centre Trust. This omission offends established principles of trust law, wherein trustees are not personally liable for actions undertaken within the lawful discharge of their fiduciary duties. The pleadings further contravene the mandatory provisions of Order 1 Rule 13 of the Civil Procedure Rules, thereby rendering the entire suit incompetent, misconceived and liable to be struck out in limine.

    ii. The jurisdiction of this Honourable Court under section 7 of the *Arbitration Act*, 1995 is improperly invoked, there being no subsisting arbitral proceedings or reference in place as contemplated under section 3 of the said Act. The disciplinary hearing referenced by the applicants is yet to be conducted and no dispute capable of reference to arbitration has crystallized. In the absence of a subsisting arbitral reference, this court lacks jurisdiction to entertain an application for interim measures of protection.

    iii. The application is premature and offends the doctrine of exhaustion of internal dispute resolution mechanisms as expressly set out in the governing trust deed. The said deed provides that disputes shall in the first instance be resolved through good faith negotiations and, failing that, by arbitration. The applicants have not demonstrated compliance with these mandatory procedural preconditions, thereby rendering the invocation of this court's jurisdiction premature and incompetent.

    iv. The application seeks anticipatory and speculative relief of an administrative process that is ongoing namely the contemplated disciplinary hearing of the 1st applicant. No final decision has been made or communicated concerning his suspension or removal. As such, there exists no final action capable of being challenged. The application offends the doctrines of

ripeness, justiciability and the well-established rule that courts do not interfere with incomplete administrative process.

v. The application misapplies section 7 of the *Arbitration Act* 1995, which does not serve as a substitute for injunctive relief under the ordinary principles established in Giella vs Cassman Brown & Co. Ltd. [1973] EA 358. The provision is only available in exceptional circumstances where subject matter of arbitral proceedings is in danger of being dissipated or rendered nugatory conditions that have neither been pleaded nor demonstrated by the applicants.

vi. The application and suit herein are frivolous, vexatious and amounts to an abuse of the court process. They are patently intended to forestall internal disciplinary mechanisms and to forum shop contrary to the binding dispute resolution structure under the trust deed. Accordingly, the same should be struck out at the outset with costs.

7. By concurrence of both parties, the court directed that the preliminary objection be heard first. Parties were then directed to file submissions.

8. The 1st and 2nd respondents filed submissions dated 29.07.2025 in which counsel coined five issues for determination as follows:

i. Whether the suit and application are fatally defective for failure to properly disclose and plead the representative capacity of the 1st and 2nd respondents as trustees, contrary to trust law and Order 1 Rule 13 of the Civil Procedure Rules.

ii. Whether this Honourable Court lacks jurisdiction under section 7 of the *Arbitration Act*, 1995 in the absence of a subsisting or intended arbitral reference.

iii. Whether the application is premature and incompetent for failure to exhaust internal dispute resolution mechanisms as stipulated in the governing Trust Deed.

iv. Whether the application offends the doctrines of ripeness and justiciability by seeking speculative and anticipatory relief over an incomplete administrative process.

v. Whether the application and suit amount to an abuse of the court process and should be struck out in limine.

9. On the first issue, it was submitted that the threshold for a proper preliminary objection is settled in the landmark decision of Mukisa Biscuit Manufacturing Co. Ltd. Vs West End Distributors Ltd (1969) 696 where Law AJ held that:

> 'A preliminary objection consists of a point of law which has been pleaded, or which arises by clear implication out of pleadings, and which if argued as a preliminary point may dispose the suit.'

10. That it is trite that when legal proceedings against a trust are commenced, the trustees must be cited in their representative capacities and not in their private capacities as was held in the case of Goolman ally Family Trust t/a Textile Curtains & Trimmings (Pty) Ltd 1989 (4) SA 985(C) at 998 D – E, Van der Westhuizen vs Van Sandwyk 1996 (2) SA 498(W).

11. That the 1st and 2nd respondents have been sued on personal level and without pleading that they in fact are trustees of Quba Islamic Centre Trust or that they are sued in that representative capacity. That this omission is fatal in that, under the common law, trustees cannot be sued personally for acts done in the course of discharging their fiduciary duties unless the same was done in bad faith, gross negligence or ultra vires acts are pleaded and proved.

12. It was submitted that if the plaintiffs/applicants desired to sue on behalf of or against Quba Islamic Centre Trust, they were required to either sue through the registered trustees as a body corporate (if incorporated under the Trustees (Perpetual Succession(Act), or disclose and plead their representative capacity and obtain proper authorization where the suit was brought on behalf of a group, in line with Order 1 Rule 8. Additionally, that the plaintiffs failed to comply with Order 1 Rule 13 of the Civil Procedure Rules, which mandates that where there are more plaintiffs or more defendants, such plaintiffs or defendants may be authorized by any of them to appear, plead or act for such other in any proceedings'.

13. On the second issue, it was urged that this Honourable Court lacks jurisdiction to handle the matter for the reason that under section 7 of the *Arbitration Act*, 1995, there exists neither a substantive arbitral reference nor any demonstrable intent to commence arbitration. That the invocation of the court's jurisdiction is therefore both premature and legally untenable.

14. Counsel argued that section 7 of the *Arbitration Act*, 1995 permits a party to an arbitration agreement to seek interim measures 'before or during arbitral proceedings', but not in the absence of a valid and imminent arbitration process. That the foregoing is a jurisdictional safeguard intended to preserve the subject matter of arbitration, not a backdoor to regular court litigation.

15. Equally, that Clause 23 of the governing Trust Deed mandates that disputes shall first be resolved through good faith negotiations and only upon failure, through arbitration. The applicants thus did not initiate such negotiations but instead prematurely moved this court. To buttress the foregoing, counsel relied on the case of Geoffrey Muthinja Kabiru & Others vs Samuel Mugina Henry & 1756 Others [2015] eKLR where the Court of Appeal held that:

> 'It is imperative that where a dispute resolution mechanism exists outside courts, the same be exhausted before the jurisdiction of the courts is invoked. Courts ought to be for a of(sic) last resort and not the first port of call...The exhaustion doctrine is a sound one...to ensure that a party is first of all diligent in the protection of his own interest within the mechanism in place for resolution outside the courts'.

16. To that end, the respondents urged that the application herein is premature and therefore ought to be struck out with costs.

17. On the third issue, counsel urged that the suit herein was commenced without following a clear structured internal dispute resolution framework expressly provided for under Clause 23 of the Trust Deed which sets out sequential process to be followed in the event of any dispute. That the requirement under the Trust Deed is not a formality but a substantive step designed to allow the parties to resolve disputes internally and to preserve the integrity of the trust's governance structure.

18. On the fourth issue, counsel urged that the suit seeks for injunctive and declaratory reliefs against outcomes that have not yet materialized, thus offending the doctrines of ripeness and justiciability which preclude courts from entertaining hypothetical premature or abstract disputes. That the disciplinary proceedings referenced in the application had not yet been concluded when the applicants rushed to court. It was urged that the 1st applicant had been invited to a hearing to address the allegations against him. Reliance in support of the foregoing was placed on the case of John Harun Mwau vs Peter Gatirau Munya & 2 Others [2014] eKLR where the court said that:

> 'It is not the function of the court to intervene at every stage of an administrative process simply because an individual disagrees with its discretion or content. Judicial review is not

available where an administrative process is incomplete, and no final decision has been rendered.'

19. That the 1st - 4th applicants' attempt to obtain an injunctive relief on the mere possibility of an adverse finding or removal is speculative at best. It was averred that the same was akin to essentially asking the court to insulate them from future consequences that may or may not ever arise, based on proceedings that have not been concluded.

20. On whether the suit amount to an abuse of the court process, counsel urged that the applicants have sought refuge in court not as a last resort but as a first port of call without exhausting the internal dispute resolution mechanisms clearly prescribed in the Trust Deed. That this amounts to nothing short of an abuse of court process and therefore, the suit herein ought to be dismissed with costs to the respondents.

21. On the other hand, the applicants filed submissions dated 29.07.2025 urging that the preliminary objection herein does not raise a pure point of law for the reason that the Honourable Court must interrogate the pleadings in order to ascertain matters of fact with specific regard to how the applicants' have pleaded the capacities of the 1st and 2nd respondents, disciplinary measures undertaken by the Trust (including the internal dispute resolution mechanisms) as well as demonstration by the applicants how the subject matter is in danger of dissipation in the event that the interim measures of protection as pleaded in the application is not considered and granted.

22. That the allegation that the pleadings contravene mandatory provisions of Order 1 Rule 13 of the Civil Procedure Rules are unfounded as the court is invited to the list of documents on item 3 being the authority to sue and sign pleadings. As such, the same cannot be pure point of law as the court has to ascertain the facts contained therein.

23. In regards to ground 2 of the preliminary objection, it was stated that it was far from the truth that there are no arbitral proceedings as there is a letter annexed as item 9 declaring a dispute and seeking referral of the same to arbitration. And on the averment that the nature of the orders sought are anticipatory in nature, it was urged that the same is an issue that the plaintiff/applicant ought to respond with facts. That it has been set out that the 2nd defendant /objector is not and has never been a trustee of Quba Islamic Centre as he simply usurped powers not belonging to him and thus purporting to act as the secretary of the Trust and therefore, that is an issue that can't be stated to be of pure law.

24. On the allegation that the applicants did not plead capacities of the 1st and 2nd defendants in the suit, counsel urged that paragraphs 1,2 and 5 of the plaint, the same adequately describe the parties as trustees of the Quba Islamic Centre Trust. Further, that under paragraph 10 of the plaint, the nature of the abuse of Trust Authority by the defendant as a trustee and the 2nd defendant as a stranger has been pleaded. That to that end, the capacity under which both 1st and 2nd defendants have been sued has been disclosed with sufficient detail.

25. Further, that ordinarily, disputes solely between trustees (inter se) are to be brought under Order 37 Rule 1(e) of the Civil Procedure Rules. That there is no express or implied requirement for a party to plead the capacity of those he has sued. That in the same breadth, section 1A, 1B and 3 A of the *Civil Procedure Act* and article 159 (2) (d) of *the constitution* empowers the court to administer justice without undue regard to procedural technicalities.

26. On the jurisdiction of the court, counsel urged that section 7 of the *Arbitration Act* empowers a party to request the court for an interim measure of protection before or during arbitral proceedings. That where it is evident that there exists an arbitration clause, the *Arbitration Act* is the appropriate statute available for any concerned party in the dispute to be invoked. To that end, support was drawn from

the case of Safaricom Limited vs Ocean View Beach Hotel Limited and 2 Others [2010] eKLR where Nyamu J.A. held that:

> '...interim orders of protection are intended in principle to operate as holding orders pending the outcome of the arbitral proceedings...'

27. On whether the doctrine of exhaustion was complied with, counsel urged that the court has no power to determine the question of internal dispute resolution within the trust as the same shall be determined by the arbitrator. Counsel relied on the case of Adopt a Light Ltd vs Magnate Ventures Ltd & 3 Others [2009] eKLR where the court underscored the provisions of section 17 of the *Arbitration Act* which grants the arbitrator power to rule on its own jurisdiction and the validity or otherwise of the matter before him/her. In the end, this court was urged to dismiss the preliminary objection herein with cost.

28. This court has considered the preliminary objection as raised by the defendants and it is important that I establish if the same meets the test laid down in the case of Mukisa Biscuits Manufacturing Co. Ltd vs West End Distributors Ltd (supra) where the court stated that;

> " A Preliminary Objection is in the nature of what used to be a demurer. It raises a pure point of law which is argued on the assumption that all the facts pleaded by the other side are correct. It cannot be raised if any fact has to be ascertained or if what is sought is the exercise of judicial discretion."

29. In Oraro vs Mbaja 2005 eKLR, Ojwang J (as he then was) described it as follows;

> " I think the principle is abundantly clear. A "Preliminary Objection" correctly understood, is now well identified as, and declared to be, a point of law which must not be blurred with factual details liable to be contested and in any event, to be proved through the process of evidence. An assertion which claims to be a Preliminary Objection and yet it bears factual aspects calling for proof, or seeks to adduce evidence for it's authentication is not, as a matter of legal principle, a true Preliminary Objection which the Court should allow to proceed."

30. It is clear therefore that a preliminary objection must only be based on pure points of law and if for any reason facts are involved, then they must not be contested.

31. The defendants argued that the applicants failed to plead that the 1st and 2nd respondents have been sued in their capacities as representatives of the Quba Islamic Centre Trust. That the pleadings further contravene the mandatory provisions of Order 1 Rule 13 of the Civil Procedure Rules thereby rendering the entire suit incompetent.

32. The said Order 1 Rule 13 of the Civil Procedure Rules provides that:

> Appearance of one of several plaintiffs or defendants for others.
>
> (1) Where there are more plaintiffs than one, any one or more of them may be authorized by any other of them to appear, plead or act for such other in any proceeding, and in like manner, where there are more defendants than one, any one or more of them may be authorized by any other of them to appear, plead or act for such other in any proceeding.
>
> (2) The authority shall be in writing signed by the party giving it and shall be filed in the case.

33. In the case of Kahindi Katana Mwango & another vs Cannon Assurance (K) Ltd (2013) eKLR the Court stated as follows;

> " indeed, Order 4 Rule 4 of the Civil Procedure Rules requires that the Plaintiffs sues in a representative capacity, the plaint shall state the capacity in which he sues. The Plaintiff's Originating Summons does not state whether the Jeuri Community Based Organization, through the two Plaintiffs, suing on behalf of 41 others is a representative suit or not. That in my view renders the suit incurably defective. As at the time of filling the suit, the Plaintiffs were under an obligation to show the written authority entitling them to sue on behalf of "Jeuri Community Based Organisation" or on behalf of 41 other in accordance with the provisions of order 1 Rule 13 of the Civil Procedure Rules, 2010. The Applicant cannot just annex a list of the inhabitants on whose behalf he purports to be acting which is not signed by any of persons listed herein."

34. Additionally, in the case of Ahmed Dolai & others suing on their behalf and on behalf of 27 members of Likoley Farmers vs Kengen & another (2018) eKLR the Court held as follows;

> " ...that the spirit of the law in requiring notice to be given to persons likely to be affected in the case of representative nature is a procedural requirement that cannot be elevated to a fetish for non-compliance. The rule should not be treated as a rigid matter of principle but a flexible tool of convenience in the administration of justice to the parties..."

35. Having perused the applicants' pleadings, this court notes that in as much as there are four plaintiffs/applicants, there is annexed an authority to sue and sign pleadings. To that end, one Rashid Mohamed Farah has been listed as having been authorized to swear and sign pleadings on behalf of the plaintiffs/applicants. The defendants on their part were accordingly described in the pleadings as trustees save for the 2nd defendant who is described as a stranger.

36. Even if for a moment the said authority wasn't available, the holding in the Court of Appeal decision in the case of Yiapas Ole Seese & 4 others vs Sakita Ole Narok & 2 others (2008) Eklr would come in handy where the court determined that in pre 2010 Constitution, matters were being dismissed on technicalities. As such, with the current constitution, this court is hesitant to strike out cases on procedural technicalities unless what is omitted goes to the root of the case. In other words, the plaintiffs/applicants have asked this court that they be heard and it is only fair that they be given that opportunity to present their case and the same be determined substantively. Mere mis-description or wrong description of parties is not fatal. In any event, the defendants' description and the capacity in which they are sued is not ambiguous.

37. The next issue is that the jurisdiction of this Honourable Court under section 7 of the *Arbitration Act*, 1995 is improperly invoked on grounds that there is no subsisting arbitral proceedings or reference in place as contemplated under section 3 of the said Act.

38. Before venturing to address the issue of jurisdiction, it is appropriate to reproduce Section 7 of the *Arbitration Act*, 1995, which provides as hereunder;

> 7. Interim measures by court
>
> (1) It is not incompatible with an arbitration agreement for a party to request from the High Court, before or during arbitral proceedings, an interim measure of protection and for the High Court to grant that measure.

(2) Where a party applies to the High Court for an injunction or other interim order and the arbitral tribunal has already ruled on any matter relevant to the application, the High Court shall treat the ruling or any finding of fact made in the course of the ruling as conclusive for the purposes of the application.

39. From the above, it follows that a party to a dispute which has an arbitral clause and/ or one that is subject to the arbitration proceedings, is at liberty to approach the High Court, either before or during the arbitral proceedings, for an interim measure of protection and that in such a scenario, the Honourable Court is enjoined, subject to exercise necessary discretion, to grant that interim measure of protection.

40. In the instant case, it is not in contestation that there exits an arbitration clause(23) in the trust deed governing the subject matter in question and therefore, the matter ought to be dealt with by an arbitrator. The same notwithstanding, the applicants urged that the orders sought before this court are necessary for the reason that the subject matter is under threat noting that there are allegations that trusteeship has been usurped by an unknown party.

41. The defendants on the hand have urged this court not to entertain the matter herein but of importance to note is the fact that the respondents equally have filed further pleadings in the nature of an application filed under certificate of urgency and dated 02.06.2025 seeking to have the orders previously issued by this court set aside. That in as much as the preliminary objection herein is to be determined, the said application clearly still pends before this court for determination.

42. In the case of Mt. Kenya University vs Step Up Holding (K) Ltd [2018] eKLR, the Court of Appeal [Waki, Nambuye & Kiage JJA] observed as follows in respect to the issue of taking a step in the proceedings:

> ''We have construed section 6 of the *Arbitration Act* on our own and considered it in light of the case law highlighted above. We adopt the position taken by the Court in the above pronouncements as in our view; they represent a correct interpretation of the provision. Considering the above in light of the findings of the trial Judge, it is our finding that the trial Judge correctly exercised his discretion and properly appreciated both the facts and the law and arrived at the correct conclusion on the matter. We reiterate that in order to succeed, the law obligated the appellant to let the application seeking reference to arbitration simultaneously with the entry of appearance and thereafter take no further procedural steps in the matter. The appellant herein entered appearance, and then responded to the respondent's application for injunction before filing the application seeking an order for reference to arbitration. Critically the appellant's response to the respondent's application for injunction amounted to the taking of a procedural step in the matter before the initiation of the reference process. We therefore find no error in the Judge's findings''.

43. The above notwithstanding, the plaintiffs/applicants annexed pleadings showing that the arbitration process had been commenced. The same was in form of a letter dated 02.05.2025 declaring the dispute and seeking referral to an arbitrator. On whether the exhaustion of internal mechanisms in dispute handling was complied with, it is my view that the same ought to be determined by the chosen arbitrator. What option did the applicants have if the board of trustees was reluctant to initiate arbitral proceedings by appointing an arbitrator. In a nutshell and in compliance to Section 7of the *arbitration Act* and the relevant authorities quoted, the suit before court is not incompetent.

44. Accordingly, the preliminary objection dated 13.05.2025 is hereby dismissed with no order as to costs. The proceedings herein are stayed and the board of trustees to initiate arbitral proceedings within 7 days

pursuant to the relevant Clause of the trustee deed. Costs shall be in the cause. Mention on 04-11-2025 for further directions.

DATED, SIGNED AND DELIVERED VIRTUALLY THIS 23RD DAY OF SEPTEMBER 2025

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J. N. ONYIEGO

JUDGE