



Kabucho t/a Oiltex Services Station v Mbugua & 3 others (Civil Suit E014 of 2025) [2025] KEHC 13072 (KLR) (19 September 2025) (Ruling)

Neutral citation: [2025] KEHC 13072 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAKURU
CIVIL SUIT E014 OF 2025
SM MOHOCHI, J
SEPTEMBER 19, 2025**

BETWEEN

**WILFRED MWAURA KABUCHO T/A OILTEX SERVICES
STATION APPLICANT**

AND

**CAROLINE WAMBUI MBUGUA 1ST RESPONDENT
ABSA BANK KENYA PLC 2ND RESPONDENT
LEGACY AUCTIONEER 3RD RESPONDENT
DISTRICT LAND REGISTRAR 4TH RESPONDENT**

RULING

Background

1. Before me is a Notice of Motion Application by Wilfred Mwaura Kabucho sued herein by the 1st Respondent whom the Applicant admits to be his wife. The main relief sought against the Applicant is that Nakuru/Nakuru Municipality Block: 6/134 be declared and deemed as matrimonial property. The Applicant has readily conceded to this in his statement of defense equally praying for the said relief to be granted.
2. However, the 1st Respondent had sued three other parties the 2nd Respondent had a charge upon Nakuru/Nakuru Municipality Block: 6/134 against the Applicant and following default in servicing the facility it exercised its statutory powers of sale and an auction occurred the same is subject to a separate litigation in this Court.
3. The instant Application is a notice of motion filed pursuant to Articles 40, 47, 50 and 159 of *the Constitution* of Kenya; Sections 90, 96, and 97 of the *Land Act*; Order 40 Rule 1, Order 1 Rule 10(2), Order 51 Rule 1 of the Civil Procedure Rules and the Applicant seeks the following relief(s)



- a. Spent
 - b. That, this honorable Court be pleased to grant a temporary order of stay of sale and possession restraining the Respondents, their agents, servants or assigns, and the purported purchaser or any person claiming under or through them from entering upon, transferring, leasing, charging, taking possession of or in any other manner interfering with all that property known as Nakuru Municipality Block 6/134, pending the hearing and determination of this application.
 - c. That, this honorable Court be pleased to grant a temporary order of stay of sale and possession restraining the Respondents, their agents, servants or assigns, and the purported purchaser or any person claiming under or through them from entering upon, transferring, leasing, charging, taking possession of or in any other manner interfering with all that property known as Nakuru Municipality Block 6/134, pending the hearing and determination of the main suit.
 - d. That, this honorable Court be pleased to grant an order invalidating and setting aside the purported auction sale of the suit property conducted by the 2nd Respondent on behalf of the 1st Respondent for being conducted in bad faith, in contravention of statutory and constitutional rights, and at a grossly undervalued price.
 - e. That, this honorable Court be pleased to grant an order enjoining the alleged purchaser of the suit property to be joined as a party to these proceedings as a third party/Interested party to enable full determination of the legality and validity of the purported sale and purported purchase.
 - f. That this honorable Court be pleased to grant an order declaring the suit property as matrimonial property under Section 6 of the *Matrimonial Property Act*, and prohibiting any sale or transfer without the consent of the Applicant's spouse.
 - g. That, this honorable Court be pleased to grant an order compelling the 1st Respondent to produce before this Honourable Court:
 - i. Certified copies of the valuation reports used in the auction;
 - ii. The reserve price set for the auction:
 - iii. The auction bidding records and attendance register:
 - iv. Full particulars of the purchaser, including proof of identity and connection to the 1st Respondent, if any.
 - h. Costs of this application be provided for.
4. The Application was supported by the Applicants Sworn Affidavit and is premised on the following grounds;
- i. That, the Applicant is the lawful owner and in lawful occupation of the suit property, which is not only a commercial premise for his business operations but also forms part of his matrimonial property, thereby attracting constitutional protection as matrimonial property under Section 6 of the *Matrimonial Property Act*, 2013.
 - ii. That, the purported auction conducted by the 3rd Respondent on behalf of the 2nd Respondent grossly violated the mandatory statutory provisions of the *Land Act* and the Civil Procedure Rules, including but not limited to failure to give proper notice to the Applicant, failure to



conduct a transparent and open auction, failure to invite competitive bidding, and failure to obtain the best price reasonably obtainable as required under the law.

- iii. That, the auction was conducted at a grossly undervalued price far below the prevailing market and independent valuation rates, thereby devaluing the property and prejudicing the Applicant's rights. The devaluation was deliberate and designed to benefit an associated third party or proxy purchaser linked to the 2nd Respondent.
 - iv. That, there is a clear indication that the purported purchaser introduced in the auction is a mere proxy or agent acting on behalf of the 2nd Respondent. effectively rendering the auction, a sham transaction aimed at defeating the Applicant's constitutional and proprietary rights.
 - v. That the suit property is matrimonial property within the meaning of Section 6 of the *Matrimonial Property Act*, 2013, and as such, the 1st Respondent was obliged to obtain the consent of the Applicant's spouse before proceeding with any sale or disposition of the said property. Failure to do so constitutes a violation of the Applicant's constitutional rights under Articles 40 and 45 of *the Constitution* of Kenya.
 - vi. That, should the auction sale and transfer be allowed to proceed, the Applicant stands to suffer irreparable loss, including loss of business premises, displacement from his matrimonial property, and loss of livelihood, which cannot be adequately compensated in damages.
 - vii. That, the balance of convenience strongly favors the grant of the orders sought. as the Applicant has established a strong pre facie case on the legality and validity of the purported auction and sale is tainted by illegality and procedural impropriety.
 - viii. That, granting this application will uphold the rule of law, protect constitutional rights to property and family life, and ensure that secured creditors comply with the law and fairness in enforcing securities.
 - ix. That, despite previous rulings, the 2nd and 3rd Respondents have continued to proceed unlawfully, necessitating this application to protect the Applicant's rights and interest in the suit property.
 - x. That, the actions of the 2nd and 3rd Respondents are unlawful and unjustified and unless restrained by this Honourable Court, the 2nd and 3rd Respondents intends to proceed with the illegal sale by auction and there after an illegal force transfer to their proxy the intended 3rd party.
 - xi. That, the imminent sale by auction of the applicant's property is an ultra vires act that ought to be condemn by this honorable Court.
 - xii. That, this application has been made timeously and if the Court delays to hear and determine the same in favor of the applicant he stands to suffer irreparable
5. The Court had directed that the Application be heard and disposed of on merit by way of filed written submissions.
 6. The Application is further curiously unopposed by the 1st Respondent, opposed by the 2nd and 3rd Respondent and no appearance by the 4th Respondent.



Applicants Submissions

7. The Applicant asserts that the purported auction is riddled with procedural breaches, illegality, collusion, and fraud, and further that the property in question is matrimonial property subject to additional constitutional and statutory safeguards.
8. The Applicant refined five issues for consideration;
 - i. Whether the sale and auction of the suit property were lawful and in compliance with the [Land Act](#) and constitutional standards.
 - ii. Whether the property is matrimonial property, and whether sale without spousal consent was unlawful.
 - iii. Whether the Applicant has demonstrated a sufficient legal and factual basis for the grant of conservatory and injunctive orders.
 - iv. Whether the intended purchaser should be joined as a party for proper and effective adjudication.
 - v. Whether the orders sought, including setting aside the auction and compelling production of records, are merited.
9. On the 1st issue the Applicant invites the Court to align itself with Sections 90(1), 96(2), and 97(2) of the [Land Act](#), a chargee must issue proper statutory notices, conduct a professional and up-to-date valuation, and obtain the best price reasonably obtainable. That the Applicant has annexed evidence demonstrating that: No proper or current valuation was conducted (2019 valuation reused in 2024 despite extensive improvements to the land); No evidence of proper service of statutory notices has been tendered by the 2nd and 3rd Respondents; The auction was executed in a manner that suggests manipulation and fraud, including pre-selection of a proxy buyer.
10. Reference is made to the case *In Palmy Company Ltd v Consolidated Bank of Kenya Ltd* [2014] eKLR, the Court emphasized the requirement for strict compliance with Section 97 of the [Land Act](#), failing which any sale conducted is null and void. We there urge the Court to find in favor of the applicant by finding great fault in the auction process of the suit property herein.
11. That the suit property forms part of the Applicant's matrimonial property, as defined under Section 6 of the [Matrimonial Property Act](#), 2013. The Applicant has presented documentary evidence of spousal contribution and shared use, including bank statements and birth certificates of children and that no consent of the Applicant's spouse was obtained prior to the auction as required by Section 12(1) of the [Matrimonial Property Act](#). Thus the auction was therefore void for want of spousal consents as was reiterated in the case of *Irene Njeri Macharia v Margaret Wanjiru Njomo* [2016] eKLR,.
12. The Applicant attacked the legality of the auction terming it fraudulent and that the intended purchaser is a proxy or agent of the 2nd Respondent. No transparency in the bidding process was observed, and the purchase price matches the unsubstantiated loan balance—a suspicious and deliberate alignment. The application dated 30th May, 2025 boldly dared the Respondents to open their books and/or avail records that will reveal the set up or structure of the auction that is questionable and marred with shot cuts and circumvention of the law and to it the Respondent has failed to address the issue in their replying affidavit and as things stand the prayer is uncontested and should as such be allowed.



13. That the Applicant has demonstrated a strong legal basis grounded not only grounded in the *Land Act* and *Matrimonial Property Act* but also revealing triable issues raised in his pleadings that need serious and vigorous scrutiny of facts and evidence to arrive at a just conclusion, the applicant has revealed elements of fraud and material non-disclosure and concealment of facts, accounts, processes that ought to be determined judiciously.
14. That loss of matrimonial property, business premises, and livelihood cannot be adequately compensated by damages, there is a risk of a strained family and business relationship, loss of legitimate expectation to earn a living and loss of property with constitutional and statutory safeguards and to allow the Respondent to get away with an unlawful sale will prove fatal to the applicant.
15. The Applicant remains in possession, and preservation of status quo is less disruptive than enforcement of an illegal sale. We invite the Court to realize that an injunctive relief is the bare minimum in this case and the prayers sought have weighty issues to be considered by the Court.
16. The Applicant submits that, it is prudent to have the intended third party, take part in this suit, file his pleadings and to be subjected to the trial process to enable this Court arrive at a just determination and to dispel the suspicion of the Applicant or to have the claimant demonstrate the combined tactics and fraud of the Respondents in this instants suit who intend to get away with the sale of his property by collusion and circumventing due process.
17. That the impugned auction and intended transfer of the suit property known as Nakuru Municipality Block 6/134 was conducted in a manner that was fundamentally flawed, opaque, and contrary to express provisions of the law. The Applicant has, in the supporting affidavit, raised serious questions concerning the auction process including: Failure to produce a valid, updated valuation report, with the 2019 report having been improperly reused in 2024 despite substantial improvements on the property; No evidence of service of statutory notices; No transparency or records showing the reserve price, attendance register, or purchase details, raising the inference of a sham sale; The purchase price suspiciously mirrors the alleged loan amount, suggesting a predetermined outcome.
18. The Applicant submits that these irregularities are not mere procedural lapses, but go to the core of due process, and support a strong prima facie case for setting aside the auction. In view of the Applicant's evidence and the Respondents' failure to disclose critical documents, stands tainted by procedural abuse and bad faith. The lack of disclosure and concealment of auction records should not be rewarded by this Honorable Court as non-production of vital records, despite being specifically pleaded and challenged by the Applicant, is further evidence of collusion and concealment and that the Court should not condone opacity or reward evasion of the law by declining to issue the necessary production orders.
19. Finally, the Applicant submits that the totality of evidence presented by the Applicant paints a deeply troubling picture of procedural impunity, abuse of statutory power, and intentional evasion of the law by the 2nd and 3rd Respondents in a purported exercise of the power of sale.
20. That, to decline the orders sought would be to endorse a dangerous precedent where matrimonial property can be secretly sold in collusion, without notices, valuations, or transparency—all contrary to our laws and *the Constitution*.
21. In the circumstances, justice demands and equity compels that the Court intervenes decisively to, Set aside the auction, Preserve the Applicant's property, Order full disclosure through production of records, Join the intended purchaser as a party for full adjudication, Grant injunctive relief to stop further illegality and lastly Award costs to the Applicant.



Respondents Submissions

22. The 2nd and 3rd Defendants defer to the Court's discretion the prayer to join the purchaser as a party to the suit.
23. Secondly, that the fourth prayer in the application is untenable as it seeks an order to invalidate and to set-aside the auction of the property, as it will determine the main suit before evidence is taken. There will be no need for a trial if the auction is set aside at this stage.
24. That the position in law is that save in exceptional circumstances to be recorded, orders that have the effect of disposing the main suit should not be granted in the interlocutory stage. This position is elegantly captured by Mativo J (as he then was) in the case of Scania Credit Solutions (Pty) Limited v Hodan Wholesale Limited [2021] KEHC 11 (KLR) as follows;
 - “ 34. As was held in Ashok Kumar Bajpai v Dr. (Smt) Ranjama Baipai the Court should not grant interim relief which amounts to final relief except in exceptional circumstances where the Court is satisfied that ultimately the applicant is bound to succeed. However, the Court may grant the relief but it must record reasons for passing such an order and make it clear as what are the special circumstances for which such a relief is being granted to a party.
 35. In Burn Standard Co. Ltd. and Ors. v Dinabandhu Majumdar and Anor the Supreme Court of India deprecated the practice of granting interim reliefs which amounts to final relief. The Court however stated that in exceptional circumstances, where for one reason or the other Court feels compulsion to grant an interim relief which amounts to final relief, the Court must record reasons for passing such interim relief. The applicant never demonstrated any exceptional circumstances to warrant granting a final order at this stage nor do I find any. On this ground, prayer (d) of the application collapses. 23AIR 1995 SC 1499.
 36. The other reason why a declaratory order cannot be issued at an interlocutory stage is discernible in the tests for granting declaratory reliefs. These tests were settled in Durban City Council v Association of Building Societies and confirmed in Cordiant Trading CC v Daimler Chrysler Financial Services (Pty) Ltd. The tests are that, the Court must first be satisfied that the applicant is a person interested in an existing, future or contingent right or obligation; and if so, the Court must decide whether the case is a proper one for the exercise of its discretion. Such a heightened degree of scrutiny can only be achieved after a full trial.
25. That no special circumstances have been demonstrated to exist in this case. The prayer to set aside the auction is therefore premature.
26. Thirdly, that the present application is res judicata. The 3rd Defendant is the Plaintiff in Nakuru HCCC No. E007/2025. He filed an application for injunction which was heard on merits. A ruling was delivered on 7th February 2025 dismissing the application. Despite there being new parties to the suit and there being some few additional prayers, the main relief is the same, that is an injunction stopping the 1st Defendant's statutory power of sale. The present application seeks the same reliefs but new grounds and some additional prayers are added.



27. That it is trite law that litigants cannot evade the doctrine of res judicata by merely substituting or adding parties or raising new arguments. This position has been affirmed a long line of decisions by among others the Court of Appeal in the case of Africa Oil Turkana Limited (previously known as Turkana Drilling Consortium Ltd) & 3 others -vs- Permanent Secretary, Ministry of Energy & 17 others [2016] eKLR where the Court held thus;

“(58) In our judgment the subsequent judicial review application was not only barred by the doctrine of res judicata, but was also an abuse of the process of the Court. The inclusion of additional parties in the subsequent judicial review application does not alter this position. We are in agreement with the views expressed by the High Court in Omondi v National Bank of Kenya Ltd and others [2001] 1 EA 177 at page 183 where that Court stated:

“res judicata would apply not only to situations where a specific matter between the same persons litigating in the same capacity has previously been determined by a Court of competent jurisdiction but also to situations where either matters which could have been brought in were not brought in or parties who could have been enjoined were not enjoined. Parties cannot evade the doctrine of res judicata by merely adding other parties or causes of action in a subsequent suit. They are bound to bring all their cases at once. They are forbidden from litigating in instalments.”[Emphasis Ours]

28. That the above dictum finds perfect application in the present application as a Litigant has sought to overcome a ruling not by seeking review or appealing the ruling but by making an application and raising new grounds. The present application is therefore not only res judicata but also an abuse of Court process. For this reason, it should be struck-out in limine.

29. That the application fails to satisfy and turns on the three-pronged tests enunciated in Giella v. Cassman Brown & Co. Ltd [1973] EA 358 to wit:-

- a) Whether a prima facie case has been established by the Applicant to warrant granting an injunction;
- b) Whether the irreparable harm would be occasioned if the orders sought are not granted; and
- c) Whether a balance of convenience tilts in favour of granting the prayers sought.

30. That the 3rd Defendant contends that Title Number Nakuru Municipality Block 6/134 is matrimonial property jointly owned with the Plaintiff who he now claims is his wife. He relies on birth certificates and bank statements showing contribution.

31. It is submitted that the Applicant is engaging in judicial lottery he filed Nakuru HCCC No. E007/2025 Wilfred Mwaura Kabucho T/A Oiltex Service Station v Absa Bank Kenya Plc a similar application was heard and determined on merit, a ruling was delivered on 7th February 2025 dismissing the application with costs. There being no order stopping the auction, the property was sold on 10th February 2025 to Jackson Kiplimo Chebet.

32. That the Plaintiff then filed this suit with an application for injunction which was dismissed vide the ruling delivered on 19th May 2025 and that this is the third application seeking an injunction.



Analysis & Determination

33. This Court recalls its profound observation made on the 19th of May 2025 when delivering the ruling, that,

“This Court is unpersuaded of there being any substantial prima facie dispute between the Applicant the 3rd Respondent and the 1st, 2nd and 3rd Respondent with a probability of success”.

and

“this Application triggered my thought on legal concepts such as good faith, bona-fide, and enforcement of contracts to spur development versus an almost national psych of entering into contracts without any in intention of fulfilling the end of the bargain and finally innovative lawyering that is abusive of the process of the Court and not intended to advance the course of justice I find elements and sprinklings of the same herein”.

34. The Court has considering the pleadings, response thereto and the respective submissions filed, the following issue two issues arises for determination:

“whether the Application is res judicata”

and

“whether the Application has merit warranting the reliefs sought”?

35. The motion is opposed by the 2nd and 3rd Respondent that the present application is res judicata. That the Applicant/3rd Defendant is the Plaintiff in Nakuru HCCC No. E007/2025 where he filed an application for injunction which was heard on merits. A ruling was delivered on 7th February 2025 dismissing the application. Despite there being new parties to the suit and there being some few additional prayers, the main relief is the same, that is an injunction stopping the 1st Defendant’s statutory power of sale. The present application seeks the same reliefs but new grounds and some additional prayers are added.
36. The Court abhors deliberate abuse of the process by any party before it and conforming to the holding in the case of Satya Bhama Gandhi vs Director of Public Prosecutions & 3 others [2018] eKLR, where the Court held as hereunder:

In the words of Oputa J.SC (as he then was)[15] abuse of judicial process is:-

“A term generally applied to a proceeding which is wanting in bona fides and is frivolous vexations and oppressive. In his words abuse of process can also mean abuse of legal procedure or improper use of the legal process.”

25. Justice Niki Tobi JSC observed:-[16]

“that abuse of Court process create a factual scenario where appellants are pursuing the same matter by two Court process. In other words, the appellants by the two Court process were involved in some gamble a game of chance to get the best in the judicial process.”



37. Additionally, the Court of Appeal also had occasion to consider the import, tenor and scope of the concept of abuse of the due process of the Court in the case of Muchanga Investments Ltd vs Safaris Unlimited (Africa) Ltd & 2 others [2009] eKLR, where the Court held thus:

“In the Nigerian Case of Karibu-whytie J Sc in Sarak v KOTOYE (1992) 9 NWLR 9pt 264) 156 at 188-189 (e) the concept of abuse of judicial process was defined: -

“The concept of abuse of judicial process is imprecise, it implies circumstances and situations of infinite variety and conditions. Its one feature is the improper use of the judicial powers by a party in litigation to interfere with the administration of justice ...”

38. The same Court went on to give the understated circumstances, as examples or illustrations of the abuse of the judicial process:-

- (a) “Instituting multiplicity of actions on the same subject matter against the same opponent on the same issues or a multiplicity of action on the same matter between the same parties even where there exists a right to begin the action.
- (b) Instituting different actions between the same parties simultaneously in different Courts even though on different grounds.
- (c) Where two similar processes are used in respect of the exercise of the same right for example, a cross appeal and a respondent’s notice.
- (d) (sic meaning not clear))
- (e) Where there is no loti of law supporting a Court process or where it is premised on frivolity or recklessness.”

39. Determination on whether to grant interim injunctions is governed by Order 40 Rule 1 of the Civil Procedure Rules which provides as follows;

“Where in any suit it is proved by affidavit or otherwise —

- a. that any property in dispute in a suit is in danger of being wasted, damaged, or alienated by any party to the suit, or wrongfully sold in execution of a decree; or
- b. that the defendant threatens or intends to remove or dispose of his property in circumstances affording reasonable probability that the plaintiff will or may be obstructed or delayed in the execution of any decree that may be passed against the defendant in the suit, the Court may by order grant a temporary injunction to restrain such act, or make such other order for the purpose of staying and preventing the wasting, damaging, alienation, sale, removal, or disposition of the property as the Court thinks fit until the disposal of the suit or until further orders.

40. The principles that guides this Court in dealing with applications for injunctions were well settled in the celebrated case of Giella –vs-Cassman Brown and company Limited Civil appeal No.51 of 1972 where it was held as follows:

- i. The Applicant must establish a prima facie case with a probability of success.
- ii. Applicant has to demonstrate that it will suffer irreparable injury which cannot be compensated by damages.



- iii. Applicant has to demonstrate that balance of convenience tilts in its favour.
41. Further, in *Nguruman Limited v Jane Bonde Nielsen and 2 Others* NRB CA Civil Appeal No. 77 of 2012 [2014] eKLR, the Court of Appeal reiterated the above principles and gave the following guidelines:
- “These are the three pillars on which rests the foundation of any order of injunction, interlocutory or permanent. It is established that all the above three conditions and stages are to be applied as separate, distinct and logical hurdles which the applicant is expected to surmount sequentially. (See *Kenya Commercial Finance Co. Ltd V. Afraha Education Society* [2001] Vol. 1 EA 86).
- If the applicant establishes a prima facie case that alone is not sufficient basis to grant an interlocutory injunction, the Court must further be satisfied that the injury the respondent will suffer, in the event the injunction is not granted, will be irreparable. In other words, if damages recoverable in law is an adequate remedy and the respondent is capable of paying, no interlocutory order of injunction should normally be granted, however strong the applicant’s claim may appear at that stage. If prima facie case is not established, then irreparable injury and balance of convenience need no consideration. The existence of a prima facie case does not permit “leap-frogging” by the applicant to injunction directly without crossing the other hurdles in between.”
42. It is also settled law that in interim applications, such as in this case, the Court should avoid making final determinations on matters of fact made on the basis of the conflicting Affidavit evidence. In connection thereto, in *Mbuthia vs Jimba Credit Finance Corporation & Another* [1988] KLR 1, the Court of Appeal guided as follows:
- “...the correct approach in dealing with an application for an interlocutory injunction is not to decide the issues of fact, but rather to weigh up the relevant strength of each side’s propositions.”
43. To this Court the contradictory disposition of marriage at the point of seeking a financial facility by claiming to be unmarried and now claiming that it is the Court that branded him unmarried is ingenious but reeks unclean hands.
44. The alleged argument of having been denied a hearing for not having been served pleadings with his wife the 1st Respondent is ingenious at best but equally manifests unclean hands.
45. This Court is equally persuaded that the relief(s) being sought herein and resultant effect is identical to the ones unsuccessfully sought in *Wilfred Mwaura Kabucho T.A Oiltex Services Station Vs Absa Bank Kenya Plc* HCC No E007 of 2025 it therefore goes without say that the subject matter of the instant Application offends the res judicata.
46. I have subjected the instant application to the test enunciated in *Bernard Mugo Ndegwa Vs James Nderitu Githae & 2 others*, (2010) eKLR, under five distinct heads:
- i. the matter in issue is identical in both suits;
 - ii. the parties in the suit are the same;
 - iii. sameness of the title/claim;
 - iv. concurrence of jurisdiction; and



- v. finality of the previous decision...
47. This Court delivered a ruling declining similar prayer in Wilfred Mwaura Kabucho T.A Oiltex Services Station Vs Absa Bank Kenya Plc HCC No E007 of 2025 where Court held that; “the Respondents are of means to compensate in damages should it emerge that the Auction was unlawful. A similar holding is on record herein.
48. I find this application to be an abuse of the process lacking in merit, and being res judicata and accordingly dismiss the same with costs to the 2nd Respondent/1st Defendant and 3rd Respondent/2nd Defendant

It is so ordered.

SIGNED, DATED AND DELIVERED ON THIS 19TH DAY OF SEPTEMBER 2025

MOHOCHI S.M

JUDGE

