



REPUBLIC OF KENYA



KENYA LAW
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**Mwananchi Credit Limited v Karanja (Commercial Case E007 of 2024)
[2025] KEHC 12838 (KLR) (16 September 2025) (Ruling)**

Neutral citation: [2025] KEHC 12838 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT KIAMBU
COMMERCIAL CASE E007 OF 2024
DO CHEPKWONY, J
SEPTEMBER 16, 2025**

BETWEEN

MWANANCHI CREDIT LIMITED PLAINTIFF

AND

MICHAEL NJENGA KARANJA DEFENDANT

RULING

1. The matter is for mention for parties to confirm adoption of a Consent dated 5th August, 2025 as an order of this Court.
2. Having listened to both counsel for the parties herein, the Consent Order dated 5th August, 2025 be and is hereby adopted as an order of this Court in the following terms:-
 - a. That the Defendant holds a loan facility with Plaintiff under Account No.L3XXXX3, secured by an informal charge over the property known as Title Nu.Kiambaa.Ruaka/3163.
 - b. That as at 21st July, 2025, the Defendant agrees to owing the Plaintiff a sum of Kenya Shillings Ten Million, Three Hundred and Sixty-Four Thousand, Six Hundred and Eighty and Forty-Five Cents (Kshs.10,364,680.45) being the outstanding balance to his loan (the “Outstanding Balance”).
 - c. That the Defendant shall pay to the Plaintiff the sum of Kenya Shillings One Million Five Hundred Thousand (Kshs.1,500,000) within seven (7) days upon the adoption of this Consent, in order to unlock a waiver of all accrued penalties.
 - d. That upon payment of the amount in Clause No.(c) above, Plaintiff has agreed to waiver penalties amounting to Kenya Shillings Six Million, Six Hundred and Ninety-Six Thousand, One Hundred and Forty-Six and seventy-Three Cents (Kshs.6,696,146.73).



- e. That the remaining balance of Kenya Shillings Two Million Four Hundred Thousand (Kshs.2,400,000) shall be restructured and paid within Ten (10) months, with interest calculated on a reducing balance at the rate of 6% per month.
- f. That the Plaintiff shall close the Loan Account No.L3XXXX3 and open a new account reflecting the restructured balance.
- g. That in the event of default by the Respondent in payment of the amount in Clause No.(c) the waiver shall be voided and the Plaintiff is hereby granted leave to execute its statutory power of Sale and shall be at liberty to proceed with the realization of the outstanding amount in Clause No.(b) being the sale of all that property known as Title No.Kiambaa/Ruaka/3163 without the need for further orders of this Court.

It is so ordered.

CONSENT ADOPTED, DATED AND SIGNED AT KIAMBU THIS 16TH DAY OF SEPTEMBER , 2025.

D. O. CHEPKWONY

JUDGE

In the presence of:

Mr. Komu counsel for Plaintiff

M/S Nyachia holding brief for Mr. Ngugi counsel for the Defendant

Court Assistant – Martin/Sakina

