



**Ngui v Monarch Insurance Company Ltd; Kamuti & 20 others (Interested Parties)  
(Civil Suit E013 of 2023) [2024] KEHC 3614 (KLR) (8 March 2024) (Ruling)**

Neutral citation: [2024] KEHC 3614 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT MACHAKOS  
CIVIL SUIT E013 OF 2023  
MW MUIGAI, J  
MARCH 8, 2024**

**BETWEEN**

**MICHAEL KASIMBI NGUI ..... APPLICANT**

**AND**

**MONARCH INSURANCE COMPANY LTD ..... RESPONDENT**

**AND**

**CECILIA NDUKU KAMUTI ..... INTERESTED PARTY**

**DM (A MINOR SUED THROUGH HIS MOTHER AND NEXT FRIEND  
MMK) ..... INTERESTED PARTY**

**BNN (A MINOR SUED THROUGH HIS MOTHER AND NEXT FRIEND  
AMN) ..... INTERESTED PARTY**

**SM (A MINOR SUIING THROUGH HIS MOTHER AND NEXT FRIEND  
PMM) ..... INTERESTED PARTY**

**MN (A MINOR SUIING THROUGH HIS FATHER AND NEXT FRIEND  
MM) ..... INTERESTED PARTY**

**BN (A MINOR SUIING THROUGH HIS MOTHER AND NEXT FRIEND  
PMN) ..... INTERESTED PARTY**

**KM (A MINOR SUIING THROUGH HIS MOTHER AND NEXT FRIEND  
PSM) ..... INTERESTED PARTY**

**CN (A MINOR SUIING THROUGH HER FATHER AND NEXT FRIEND  
SKM) ..... INTERESTED PARTY**

**PNM (A MINOR SUIING THROUGH HER FATHER AND NEXT FRIEND  
JMM) ..... INTERESTED PARTY**



FMM (A MINOR SUING THROUGH HER FATHER AND NEXT FRIEND  
JMM) ..... INTERESTED PARTY

BN (A MINOR SUING THROUGH HER MOTHER AND NEXT FRIEND  
AMM) ..... INTERESTED PARTY

ROSE ANNE NTHENYA ..... INTERESTED PARTY

MK (A MINOR SUING THROUGH HIS MOTHER AND NEXT FRIEND  
CNK) ..... INTERESTED PARTY

MARK NZAU KIMONYI ..... INTERESTED PARTY

NM (A MINOR SUING THROUGH HIS MOTHER AND NEXT FRIEND  
DMN) ..... INTERESTED PARTY

DMM (A MINOR SUING THROUGH HIS FATHER AND NEXT FRIEND  
MMM) ..... INTERESTED PARTY

PW (A MINOR SUING THROUGH HIS MOTHER AND NEXT FRIEND  
JNN) ..... INTERESTED PARTY

JN (A MINOR SUING THROUGH HIS GRANDFATHER AND NEXT FRIEND  
NN) ..... INTERESTED PARTY

JOSPHAT MUSEMBI MAANGI ..... INTERESTED PARTY

FM (A MINOR SUING THROUGH HIS MOTHER AND NEXT FRIEND  
FM) ..... INTERESTED PARTY

JK (A MINOR SUING THROUGH HER MOTHER AND NEXT FRIEND  
RNM) ..... INTERESTED PARTY

## RULING

1. Vide a Notice of Motion dated 7<sup>th</sup> August, 2023 under Certificate of Urgency brought under Section 10(1) of the *Insurance (Motor Vehicle Third Party Risks) Act*, Order 34 Rules 3, Order 22 Rule 22 (1) (2) & (3), Order 51 Rule 1 of the *Civil Procedure Rules*, Sections 1A, 1B and 3A of the *Civil Procedure Act* Cap 21 Laws of Kenya.
2. The Applicant sought the orders that:
  1. Spent.
  2. Spent.
  3. There be stay of proceedings of Kithimani Civil Suit Numbers E055 of 2020, E241 of 2021, E037 of 2020, E0116 of 2021, E117 of 2021, E160 of 2021, E161 of 2021, E162 of 2021, E163 of 2021, E164 of 2021, E225 of 2021, E226 of 2022, E227 of 2022, E229 of 2022, E230 of 2022, E231 of 2022, E258 of 2021, E233 of 2022, E159 of 2021, E228 of 2022, E229 of 2022 and E233 of 2022 pending the hearing and determination of this case
  4. Costs be provided for.
3. The grounds upon which the application is based are in the body of the said application.



## Supporting Affidavit

4. The application was supported by an affidavit 7<sup>th</sup> August,2023, sworn by MKN, the Plaintiff/Applicant herein, wherein, he deposed that he is the registered owner of motor vehicle registration Number KCS XXXX on 29<sup>th</sup> September,2019 he paid Kshs. 226,350.00 to Damaris Munguti t/a Fame Insurance Agency who was a duly authorized agent of the Defendant herein and she issued him with a receipt thereof marked as annexure “MKN2”. Deposing that the said agent issued him with a Certificate of Insurance in regard to the said motor vehicle Number B7298914 Policy Number THK/0800/001164/2019 which was commencing on 1<sup>st</sup> October,2019 and expiring on 30<sup>th</sup> September,2020.
5. On 1<sup>st</sup> November,2019 the motor vehicle KCS was involved in a road traffic accident along Matuu-Thika while the Interested Parties were passengers therein. He deposed that he reported the accident to Damaris Munguti t/a Fame Insurance Agency who was the Defendant’s duly authorized agents and also reported the accident to the police and also duly notified the Defendant and he was issued with a police abstract. Further that the interested parties herein filed suits against him at Kithimani Law Court to wit;
  - i. SPMCC No E055 of 2020 CNK v MKN).
  - ii. SPMCC No. 241 of 2021 DM (a minor sued through his mother and next friend v MKN).
  - iii. SPMCC E037 of 2020 BNN (A sued through his mother and next friend AMN v MKN).
  - iv. SPMCC E116 of 2021 SM (A minor suing through his mother and next friend PMM v MKN).
  - v. SPMCC No. E117 of 2021 MM (A minor suing through father and next friend MM v MKN).
  - vi. SPMCC No. 118 of 2021 BN (A minor suing through her mother and next friend PMN v MKN).
  - vii. SPMCC E160 of 2021 KM (A minor suing through his mother and next Friend PSM v MKN).
  - viii. SPMCC E161 of 2021 CN (A minor suing through her father and next friend SKM v MKN).
  - ix. SPMCC No. E162 of 2021 PNM (A minor suing through her father and next friend JMM v MKN).
  - x. SPMCC No. E 163 of 2021 FMM (A minor suing through her father and next friend JMM v MKN).
  - xi. SPMCC No. E164 of 2021 BN (A minor suing through her mother and next friend AMM v MKN).
  - xii. SPMCC No. E225 of 2021 RAN v MKN.
  - xiii. SPMCC No. E226 of 2022 MK (A minor suing through his mother and next friend CNK v MKN).
  - xiv. SPMCC No. E227 of 2022 MNK v MKN).
  - xv. SPMCC N0. E229 of 2022 NM (A minor suing through his and next friend DMN v MKN).
  - xvi. SPMCC No. E230 of 2022 DMM (A minor suing through his father and next friend MMM v MKN).



- xvii. SPMCC No. 231 of 2022 PW (A minor suing through his mother and next friend JNN v MKN).
  - xviii. SPMCC No. 258 of 2021 JN (A minor suing through his grandfather and next friend NN v MKN). SPMCC No. 233 of 2022 JMM v MKN.
  - xix. SPMCC No. E159 of 2021 FM (A minor suing through her mother and next friend FMM v MKN).
  - xx. SPMCC No. E228 of 2022 JK (A minor suing through her mother and next friend Rebecca Ndunge Muthama v MKN. (annexed and marked MKN5 copies of the Plaints).
6. Further that on 21<sup>st</sup> June, 2023 the 3<sup>rd</sup> Interested party obtained judgment against the Plaintiff herein Kithimani SPMCC No. E037 OF 2022 for a sum of Kshs. 275,650.00 plus costs and interest Further that on 21<sup>st</sup> June,2023 the 11<sup>th</sup> Interested Party obtained judgment against the Plaintiff herein in Kithimani SPMCC No. 164 of 2020 for a sum of Kshs. 95,650.00 plus costs and interest and further he deposed that on 5<sup>th</sup> July,2023 the 4<sup>th</sup> Interested Party obtained judgment against the Plaintiff herein in Kithimani SPMCC No. E116 of 2021 for a sum of Kshs. 95,650.00 plus costs and interest.
  7. He deposed that on 5<sup>th</sup> July,2023 the 5<sup>th</sup> Interested Party obtained judgement against the Plaintiff herein in Kithimani SPMCC No. E160 of 2021 for a sum of Kshs. 95,650.00 plus costs and interest. It was lamented that that on 5<sup>th</sup> July,2023 the 8<sup>th</sup> Interested Party obtained judgment against the Plaintiff herein in Kithimani SPMCC No. E161 of 2021 for a sum of 95,650.00 plus costs and interest. He deposed that on 5<sup>th</sup> July, 2023 the 9<sup>th</sup> Interested Party obtained judgment against the Plaintiff herein in Kithimani SPMCC No. 162 of 2021 for a sum of 1,605,650.00 plus costs and interest. Further that on 5<sup>th</sup> July, 2023 the 6<sup>th</sup> Interested party obtained judgment against the Plaintiff herein in Kithimani SPMCC E118 of 2021 for a sum of Kshs. 540,650.00 plus costs and interest. Further that on 5<sup>th</sup> July, 2023 the 20<sup>th</sup> Interested Party obtained judgment against the Plaintiff herein in Kithimani SPMCC No. E159 of 2021 for a sum of Kshs. 95,650.00 plus costs and interest.
  8. It was contended that the decretal sum of Eight (8) matters is Kshs. 2,891,200.00 and that the two (2) judgments delivered on 21<sup>st</sup> June,2023 are due for execution because the Trial Court had granted temporary stay of 30 days failure to which execution to issue. Depositing further that the six (6) judgments delivered on 5<sup>th</sup> July,2023 are due for execution by the 4<sup>th</sup> August,2023 when the 30 days stay granted by the Trial Court will lapse. It his deposition that his motor vehicle registration KCS XXXX was lawfully insured by the Defendant herein vide a Comprehensive Insurance Cover and that he had been informed by his Advocate on record that the Defendant is duly bound by the law under Section 10 (1) of the Insurance (Motor Vehicle Third Party Risks) Cap 405 Laws of Kenya to pay persons entitled to the benefit of the judgment provided the motor vehicle was duly insured.
  9. He contended that he stands to suffer irreparable loss and damage if execution by the Interested parties in this matter proceed to execute against him because his motor vehicle registration KCS XXXX was dully insured by the Defendant herein. Further that the Defendant herein has never filed any suit against him to repudiate the Policy Number and/or avoid the said Insurance Policy Number KCS XXXX.

### **Grounds of Opposition**

10. The Interested Parties vide their grounds opposition dated and filed in court on 13<sup>th</sup> September,2023, opposed the application on the grounds that



1. The application is frivolous incompetent and vexatious, bad in law, incurably defective, an abuse of the court process, an afterthought in bad faith and brought after inordinate delay.
  2. The application is brought in bad faith to frustrate the process of execution from its timing.
  3. The applicant herein is just buying time and no good grounds have been given to warrant the granting of the orders sought.
  4. There is a valid judgment on record and the interested parties should not be denied the right to enjoy the fruits of the same.
  5. The Plaintiff/Applicant should be ordered to settle the Interested Parties cases then claim refund from insurer incase his suit is successful.
  6. The said application ought to be dismissed with costs.
11. The application was canvassed by written submissions.

## Submissions

### The Applicants Submissions

12. The Applicant in his submissions dated 15<sup>th</sup> November,2023 and filed in court on 16<sup>th</sup> November,2023, his counsel raised the following issues for determination.
  - i. Whether there should be a stay of execution in civil suit Numbers E037 of 2020, E118 of 2021, E164 of 2021, E160 of 2021 E162 of 2021 E159 of 2021E164 of 2020 and E116 of 2021.
  - ii. Whether there should be stay of proceedings of Kithimani Civil Suit Numbers E055 of 2020, E241 of 2021, E037 of 2020, E0116 of 2021, E117 of 2021, E160 of 2021, E161 of 2021, E162 of 2021, E163 of 2021, E164 of 2021, E225 of 2021, E226 of 2022, E227 of 2022, E229 of 2022, E230 of 2022, E231 of 2022, E258 of 2021, E233 of 2022, E159 of 2021, E228 of 2022, E229 of 2022 and E233 of 2022 pending the hearing and determination of this case
  - iii. Whether the Plaintiff will suffer irreparable harm if the orders sought are not granted.
  - iv. Whether this claim is controverted by the Defendant/Respondent.
13. On Whether there should be a stay of execution in Civil Suit Numbers E037 of 2020, E118 of 2021, E164 of 2021, E160 of 2021 E162 of 2021 E159 of 2021E164 of 2020 and E116 of 2021, counsel placed reliance on the cases of *Harun Gikonyo & Another v Martha Wachuka Kamau* [2022] eKLR, *Victory Construction v BM* (a minor suing through next friend one PMM [2019] eKLR and *butt v Rent Restriction Tribunal* [1979] and urged that this Court to consider what would be not only expeditious but just, proportionate and affordable resolution of the dispute.
14. In outlining the requirements for stay of judgments, counsel placed reliance on the case of *Public Commission & 72 others v Okiya Omtatah & 4 others* [2021] eKLR and submitted that he has demonstrated by documentary evidence that he indeed paid for the insurance cover for the subject motor vehicle and that it was still in force by the time the accident occurred. Opining that it was upon the Defendant to show that there was no cover in place as at the time of the accident.
15. Submitting that even if the Insurance Cover was forged which is denied, the defendant is still liable to pay for the decretal amounts and take up the cases pending. To buttress this limb credence was placed on the case of *Karanja v Phoenix of EA Assurance Co. Ltd* [1991] eKLR.



16. It was the case of the Applicant that this suit will certainly be rendered nugatory if the orders sought are not granted as the interests being protected are not only monetary in nature. Mental and physical torture to be visited upon the Plaintiff in case of execution of the judgments should also be considered. Contending that the Plaintiff is not able to meet the decretal sum in the eight judgments entered and he will be unjustly required to carry a burden that should not have been his in the first place. Opining that execution of the judgments will also cause irreparable harm to the Plaintiff as it will mean attachment of everything he has and being committed to Civil jail as his property cannot satisfy the decrees.
17. As to whether there should be stay of proceedings of Kithimani Civil suit Numbers E055 of 2020, E241 of 2021, E037 of 2020, E0116 OF 2021, E117 of 2021, E160 of 2021, E161 of 2021, E162 of 2021, E163 of 2021, E164 of 2021, E225 of 2021, E226 of 2022, E227 of 2022, E229 of 2022, E230 of 2022, E231 of 2022, E258 of 2021, E233 of 2022, E159 of 2021, E228 of 2022, E229 of 2022 and E233 of 2022 pending the hearing and determination of this case, counsel payed homage in the case of *Timothy Kasina Kitboko v Elijah Kitele & Another* [2022] eKLR and submitted that it is just to grant the order of stay of proceedings. Contending that the Interested Parties argue that the application is a delaying tactic and that the matters should be allowed to proceed and the Plaintiff compelled to pay the decretal amounts and the recover from the insurance. Opining that the argument would hold if the case in question was just one or the decretal amount was one that could be borne by the Plaintiff. Opining that the motor vehicle was ferrying school children when the accident occurred. That the cases before court are more than twenty and there are eight more with judgments. Averring that even if he wanted to, the Plaintiff cannot possibly meet the decretal amounts in all the cases not forgetting that costs and interests.
18. Further it was the Plaintiff/Applicant's case that the judgments obtained while the instant suit is ongoing will not be covered by the stay issued in this application if the court is inclined to so grant. Opining that this means that the Plaintiff would be at risk to more than twenty possible executions while this suit is being heard and determined. He therefore urged this court to grant the stay of proceedings pending the hearing and determination of this case.
19. Regarding whether the Plaintiff will suffer irreparable harm if the orders sought are not granted, counsel relied on the cases of *Robert Ochanda Abuya v Kenya Power and Lighting Company Limited* [2021] eKLR and *Nguruman Limited v Ja Bonde Nielsen & 2 Others* [2014] eKLR and submitted that in the instant case the Plaintiff has demonstrated that he indeed paid for an insurance cover of the said motor Vehicle. He has also demonstrated that the judgments arising from the suits would be more than he is able to bear. Contending that if the stay of proceedings is not granted, the mental anguish subjected on the Plaintiff cannot be compensated in monetary terms
20. It submitted further that there has been no undue delay on the part of the Plaintiff as he has been in communication with the Defendant trying to resolve the issue and have the Defendant take up the matters. The Defendant however has become adamant thereby necessitating the instant suit.
21. On whether this claim is controverted by the Defendant/Respondent, it was submitted that the Defendant did not file any documents to oppose the instant application and relied on Order 51 Rule 14 (1) of the *Civil Procedure Rules*. Contending that having failed to respond, the Plaintiffs Application remains uncontroverted. To buttress this point credence was placed on the case of *Trust Bank Limited v Paramount Universal Bank Limited & 2 Others* Nairobi (Milimani) HCCC No. 1243 of 200, and submitted that the Interested Parties did file grounds of opposition to the application and also filed submissions, however, the suit and the instant application are primarily against the Defendant. Contending that it was upon the Defendant to oppose the same and the mere fact that it failed to produce evidence to counter the Plaintiff's Notice of Motion should be deemed as uncontroverted.



To substantiate this position, counsel relied on the case of *Mwobobia v Invesco Insurance Co. Limited; Nkori (Interested Party)* Civil Suit 22 of 2019 [2023] KEH 17733 (KLR) (23 May 2023).

22. Averring that the Plaintiff/Applicant has provided all the proof required to hold the Defendant liable to take up the matters as was held in case of *John Muthee Mwaniki v African Merchant Assurance Co. Ltd* [2022] eKLR, where it was held that it is trite that the duty of the Insurance Company (insurers) to satisfy or settle decrees against their insured is a statutory duty which stems from Section 10 (1) and (2) of the *Insurance Act*.
23. Submitting that the Interested Parties have not shown what loss they stand to suffer if the orders sought are granted. He prayed that the court finds in favour of the Plaintiff/Applicant and allows the application as prayed and further that costs should be in the cause as this matter is still at the inception stage.

### **Interested Parties Submissions**

24. The Interested Parties in their submissions dated 12<sup>th</sup> October, 2023 and filed in court on 17<sup>th</sup> October, 2023, wherein, their counsel opined that the Interested Parties wishes to rely on grounds of opposition dated 13<sup>th</sup> September, 2023.
25. Contending that the Plaintiff/Applicant herein instructed the Firm of King'oo & Associates to act for him in the primary suits filed at Kithimani Law Courts which proceeded for hearing and judgment was delivered therefore he should be compelled to settle the Interested Parties claims then claim a refund from the insurer in case his suit is successful as he has not demonstrated that he will suffer any irreparable damage which his purported insurance cannot compensate.
26. Averring that the Plaintiff/Applicant has not set out concrete and/or convincing and good reasons why he never filed this suit once he received summons to enter appearance in the primary suits before waiting for them to be heard and concluded. Contending that all procedural requirements were followed and judgments delivered the Trial Court matters and urged this Honorable Court to dismiss this Application with costs to the Interested Parties as it lacks merit.

### **Determination**

27. I have considered the Application, the grounds of opposition and the submissions of parties on record and I find that the issue for determination is whether this court should issue orders of stay of proceedings of the matters listed herein.
28. Stay of proceedings is governed by Order 42 Rule 6(1) of the *Civil Procedure Rules* which provides that:

“No appeal or second appeal shall operate as a stay of execution or proceedings under a decree or order appealed from except appeal case of in so far as the court appealed from may order but, the court appealed from may for sufficient cause order stay of execution of such decree or order, and whether the application for such stay shall have been granted or refused by the court appealed from, the court to which such appeal is preferred shall be at liberty, on application being made, to consider such application and to make such order thereon as may to it seem just, and any person aggrieved by an order of stay made by the court from whose decision the appeal is preferred may apply to the appellate court to have such order set aside.”
29. Stay of proceedings is a grave judicial action which seriously interferes with the right of a litigant to conduct his litigation. It impinges on right of access to justice, right to be heard without delay and



overall, right to fair trial. Therefore, the test for stay of proceeding is high and stringent. This was stated by the court in the case of *Kenya Wildlife Service v James Mutembei* (2019) eKLR.

30. In the case of Global Tours & Travels Limited; Nairobi HC Winding up Cause No. 43 of 2000 the Court stated that: -

“As I understand the law, whether or not to grant a stay of proceedings or further proceedings on a decree or order appealed from is a matter of judicial discretion to be exercised in the interest of Justice .... the sole question is whether it is in the interest of justice to order a stay of proceedings and if it is, on what terms it should be granted. In deciding whether to order a stay, the court should essentially weigh the pros and cons of granting or not granting the order. And in considering those matters, it should bear in mind such factors as the need for expeditious disposal of cases, the prima facie merits of the intended appeal, in the sense of not whether it will probably succeed or not but whether it is an arguable one, the scarcity and optimum utilization of judicial time and whether the application has been brought expeditiously”.

31. The grounds for granting an order of stay of proceedings are therefore Whether the Applicant has established that he/she has a prima facie arguable case, whether the application was filed expeditiously and whether the Applicant has established sufficient cause to the satisfaction of the court that it is in the interest of justice to grant the orders sought.

32. In this case the judgments sought to be stayed were delivered on 21<sup>st</sup> June 2023 and on 5<sup>th</sup> July 2023. The present application was filed on 7.08.2023. I find that the application was filed expeditiously, after lapse of the orders of stay of execution that were granted in these matters. However, the Applicant has indeed not demonstrated why the current suit was not filed immediately he received the summons to enter appearance in the primary suit and had to wait for conclusion of the case.

33. As to whether the Applicant has established that he/she has a prima facie arguable case, the same was defined in the case of *Nguruman Limited v Jan Bonde Nielsen & 2 Others* (2014) eKLR where it stated that;

“Recently, this court in *Mrao Ltd. V. First American Bank of Kenya Ltd & 2 others* [2003] KLR 125 fashioned a definition for “prima facie case” in civil cases in the following words:

“In civil cases, a *prima facie* case is a case in which on the material presented to the court, a tribunal properly directing itself will conclude that there exists a right which has apparently been infringed by the opposite party to call for an explanation or rebuttal from the latter. A prima facie case is more than an arguable case. It is not sufficient to raise issues but the evidence must show an infringement of a right, and the probability of success of the appellant’s case upon trial. That is clearly a standard, which is higher than an arguable case.

We adopt that definition save to add the following conditions by way of explaining it. The party on whom the burden of proving a prima facie case lies must show a clear and unmistakable right to be protected which is directly threatened by an act sought to be restrained, the invasion of the right has to be material and substantive and there must be an urgent necessity to prevent the irreparable damage that may result from the invasion. We reiterate that in considering whether or not a prima facie case has been established, the court does not hold a mini trial and must not examine the merits of the case closely. All that



the court is to see is that on the face of it the person applying for an injunction has a right which has been or is threatened with violation. Positions of the parties are not to be proved in such a manner as to give a final decision in discharging a prima facie case. The Appellants need not establish title it is enough if he can show that he has a fair and bona fide question to raise as to the existence of the right which he alleges. The standard of proof of that prima facie case is on a balance or, as otherwise put, on a preponderance of probabilities. This means no more than that the Court takes the view that on the face of it the appellant's case is more likely than not to ultimately succeed."

34. This Court finds that a prima facie case has been established by the Applicant.
35. As to whether the Applicant has established sufficient cause to the satisfaction of the court that it is in the interest of justice to grant the orders sought, the Applicant has indicated that he is the owner of Motor Vehicle Registration number KCS XXXX and he had insured it with the Defendants who have refused to settle the decretal sum totalling to Kshs 2,891,200 from the 8 suits that were filed. The issue of whether the Defendant is to indemnify the Plaintiff can only be determined by the court in the main suit.
36. I therefore find it in the interest of justice that the orders sought be granted. However, the issue of deposit of security is crucial and I find that under the circumstances, the Appellant must deposit half the decretal sum in all the matters in this court.
37. Judicial time is the only resource the courts have at their disposal and its management does positively or adversely affect the entire system of the administration of justice. See *Muchanga Investments Limited v. Safaris Unlimited (Africa) Ltd & 2 others* (2009) eKLR.

### **Disposition**

38. In the circumstances, I hereby grant stay of proceedings of Kithimani Civil Suit Numbers E055 of 2020, E241 of 2021, E037 of 2020, E0116 OF 2021, E117 of 2021, E160 of 2021, E161 of 2021, E162 of 2021, E163 of 2021, E164 of 2021, E225 of 2021, E226 of 2022, E227 of 2022, E229 of 2022, E230 of 2022, E231 of 2022, E258 of 2021, E233 of 2022, E159 of 2021, E228 of 2022, E229 of 2022 and E233 of 2022 pending the hearing and determination of these cases.
39. Stay of execution of Kithimani Civil Suit Nos. E037 of 2020, E118 of 2021, E134 of 2021, E160 of 2021, E162 of 2021, E159 of 2021, E164 of 2020 & E116 of 2021.
40. The stay of proceedings and stay of execution granted pending hearing and determination of the matters.
41. Damaris Munguti t/a Fame Insurance Agency is hereby joined as Co-Defendant to Defendant Monarch Insurance Company. To be served with the present application and to file response and serve within 14 days of service.
42. Further mention on 18/04/2024 for further directions.
43. In default of stay conditions, the stay of execution shall vacate forthwith.
44. For stay of execution of the matter that judgments have been delivered, the Applicant to deposit ½ the decretal amount with the Interested Parties Advocates within 90 days.

It is so ordered.



**RULING DELIVERED DATED SIGNED IN OPEN COURT IN MACHAKOS ON 8<sup>TH</sup> MARCH, 2024 (VIRTUAL/PHYSICAL CONFERENCE).**

**M.W.MUIGAI**

**JUDGE**

**In The Presence of:**

Mr. Uvyu -for The Plaintiff

No appearance for the defendant

Mr. Muumbi H.b Mutunga - For The Interested

Parties

Geoffrey/patrick - Court Assistant(s)

**(JUDGE BEREAVED)**

**JUDGMENT RELEASED TO REGISTRY ON 26/3/2024.**

**M.W.MUIGAI**

**JUDGE**

