



**Bell v Zamzam Abdi Abib t/a Abib & Associates Advocates (Originating Summons E018 of 2023) [2024] KEHC 5168 (KLR) (Civ) (13 May 2024) (Judgment)**

Neutral citation: [2024] KEHC 5168 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)  
CIVIL  
ORIGINATING SUMMONS E018 OF 2023**

**CW MEOLI, J**

**MAY 13, 2024**

**BETWEEN**

**ESTHER GLORIA MWIHAKI BELL ..... PLAINTIFF**

**AND**

**ZAMZAM ABDI ABIB T/A ABIB & ASSOCIATES ADVOCATES ... DEFENDANT**

**JUDGMENT**

1. Esther Gloria Mwihaki Bell (hereafter the Plaintiff) brought the Originating Summons dated 25.01.2023 (the Summons) seeking the following orders against Zamzam Abdi Abib T/A Abib & Associates Advocates (hereafter the Defendant):
  1. The defendant be and is hereby ordered to pay the plaintiff Kshs 8,516,900 with interest at court rates from 2019.
  2. The defendant do provide to the plaintiff the following documents:
    - a. The original sale agreements for the aborted sale to Hafsa Kassim Sheikh;
    - b. The original sale agreement for the successful sale to Cobbs Investment Limited;
    - c. The original transfer document for the successful sale to Cobbs Investment Limited; and
    - d. The completion documents for the successful sale to Cobbs Investment Limited.
  3. Costs of this summons be awarded to the Plaintiff.



2. The Summons which is expressed to be brought under Section 3A of the *Civil Procedure Act* (CPA) and Orders 37 and 52 Rule 4(1) and (2) of the Civil Procedure Rules (CPR) is supported by the grounds present on its face and amplified in the supporting affidavit sworn by the Plaintiff.
3. In her affidavit, the Plaintiff averred that she was at all material times the owner of the parcel of land known as L.R. No 209/7153/29 Nairobi (the subject property). That sometime in the year 2016 she agreed to sell the subject property to one Hafsa Kassim Sheikh (the first purchaser) for a consideration of Kshs. 201,000,000/-. That the Defendant, having agreed to act for both parties prepared a sale agreement dated 15.01.2016 (the first sale agreement) to that effect. That while it was a term of the agreement that the first purchaser pay a sum of Kshs. 30,000,000/- upon execution thereof, she only paid in piecemeal the sum of Kshs. 164,000,000/- but failed to clear the balance, despite being served with a completion notice.
4. The Plaintiff averred that consequently, she opted to refund the already paid sums to the first purchaser, less 10% thereon, which was forfeited by the said purchaser upon her failure to meet her contractual obligations. It was her averment that subsequently, she entered into an agreement with Cobbs Investment Limited (the second purchaser) in respect of the subject property and at the same consideration of Kshs. 201,000,000/- which consideration was paid in full by the second purchaser and the subject property transferred to it. Thereafter, she received an invoice for the sum of Kshs. 4,075,200/- from the Defendant being legal fees for the abovementioned transaction, which sum was also deducted by the Defendant together with a further sum of Kshs. 6,030,000/- purportedly on account of agency fees. Yet no such agency relationship existed between the parties herein. That in total, the Defendant paid the Plaintiff a net sum of Kshs. 206,757,775/- on both transactions, less legal fees, agency fees and the sum of Kshs. 171,825/- in respect of bank charges.
5. The Plaintiff stated that she had proceeded to file advocate-client bill of costs pertaining to both transactions, which bill of costs were taxed at the respective sums of Kshs. 2,360,000/- and Kshs. 3,293,500/- vide the taxation rulings delivered on 24.06.2021. She further stated that the Defendant challenged the taxation rulings by way of a refence which was dismissed by way of a ruling delivered on 3.12.2021. It was the Plaintiff's assertion that in view of the above, she is entitled to a refund on the first and second transactions, in the sums of Kshs. 1,715,700/- and Kshs. 771,700/- respectively, as well as a refund on the purported agency fees of Kshs. 6,030,000/- bringing the total amount sought to the sum of Kshs. 8,516,900/-. The Plaintiff in turn sought the documents listed hereinabove, which she claims were never forwarded to her by the Defendant.
6. The Defendant swore a replying affidavit on 28.08.2023 to oppose the Summons. Therein, she confirmed the existence of the first sale agreement, asserting that one of the terms thereof required the first purchaser to pay a first deposit in the sum of Kshs. 25,000,000/- payable directly to the Plaintiff's loan account held with Barclays Bank since the subject property was charged by the said Bank; while a second deposit in the sum of Kshs. 30,000,000/- was equally payable to the Plaintiff's said loan account with a view to clearing the outstanding loan balance.
7. The Defendant further stated that the completion date in the first sale agreement was set at 120 days from the date of execution of the said agreement, which completion date therefore lapsed on 15.05.2016. That the first purchaser only managed to pay a sum of Kshs. 60,000,000/- by the completion date, though she subsequently made a further payment in the sum of Kshs.104,000,000/-. However, she defaulted in clearing the outstanding balance of Kshs. 37,000,000/- leading to the rescission of the first sale agreement, pursuant to the completion notice dated 5.10.2016 and set to lapse on 26.10.2016.



8. The Defendant averred that in view of the foregoing circumstances, the Plaintiff requested her to source for another potential buyer for the subject property. And that by a letter dated 17.10.2016 the Defendant agency fees was to apply at the rate of 3% of the consideration price, amounting to Kshs. 6,030,000/ and payable upon a successful subsequent sale of the subject property. That the aforesaid agency terms were therefore within the knowledge of the Plaintiff at all material times and further confirmed in her response letter dated 18.10.2016 addressed to the Defendant.
9. That on 26.10.2016 being the date on which the completion notice in respect of the first sale agreement was set to lapse, the Defendant wrote an email to the Plaintiff, informing her that there was a prospective buyer for the subject property, namely the second purchaser. That by way of the said email, the Defendant further restated the terms of the sale that the purchase price once paid in full, would be released to the Plaintiff in exchange for vacant possession of the subject property to the second purchaser, less the sums refundable to the first purchaser and the agency fees payable to the relevant agents. That the Plaintiff cannot therefore claim that she was unaware of the existence of the agency fees or that the said fees were not payable in the circumstances.
10. It was the Defendant's assertion that considering the above understanding, the Plaintiff and the second purchaser executed the sale agreement dated 31.10.2016 (the second sale agreement) for sale of the subject property at a consideration of Kshs 201,000,000/-. That upon successful completion of the second sale, the Defendant upon deducting the agency fees of Kshs. 6,030,000/- payable to the agents who had assisted in the second sale; as well as the sum of Kshs. 143,900,000/- payable to the first purchaser being the sum refundable on the amount paid by her towards the first sale transaction (less 10% forfeiture in accordance with the first sale agreement), forwarded the balance thereof to the Plaintiff.
11. However, the first purchaser proceeded to institute a suit against the Plaintiff, the Defendant, the second purchaser and a third party vide ELC Case No. 390 of 2018 seeking injunctive orders against the said parties, as well as the sum of Kshs. 309,000,000/-. That the said case was eventually withdrawn vide a Notice of Withdrawal dated 16.01.2019 and was consequently marked as withdrawn by way of the court order issued on 8.10.2019.
12. It was therefore the Defendant's assertion that the Plaintiff averments are not truthful and that moreover, the suit is time barred, having been filed outside the statutory timelines. Asserting finally that the Plaintiff was not entitled to originals of the completion and transfer documents pertaining to the second sale agreement, which pursuant to the terms of the said agreement become the property of the purchaser upon a successful transaction. That in any event, the Plaintiff had copies of the requisite documents.
13. In rejoinder, the Plaintiff swore a further affidavit on 26.09.2023 restating her earlier averments disputing any agency agreement with the Defendant and further stating that the Defendant never produced any proof of payment of the agency fees by herself to the relevant agents, upon completion of the second sale. The Plaintiff maintained that she is entitled to the sums sought in the Summons.
14. Directions issued for the Summons to be canvassed by way of written submissions. Counsel for the Plaintiff anchored his submissions on the decision in *Mulimi Kimanathi v Francis Kalwa t/a Kalwa Advocates* [2021] eKLR to argue that where a plaintiff has proved his or her case against the defendant, he or she is entitled to the sums sought in the plaint, as proved. Counsel went on to argue that the present Summons cannot be deemed time barred there being no evidence tendered to ascertain when the agent was supposedly paid the agency fees, in order to determine when the time begun to run. Counsel further faulted the Defendant for breaching her professional duties owed to the Plaintiff, by purporting to have paid an unknown agent a substantial sum in alleged agency fees. Counsel here citing



- the decision in *Kim Jong Kyu v Housing Finance Company Ltd & 2 others* [2015] eKLR where the court defined what constitutes an advocate-client relationship. As such, counsel urged the court to grant the reliefs sought in the Summons, as prayed.
15. Counsel for the Defendant on his part contended that the sum of Kshs. 1,715,200/- sought by the Plaintiff pertains to separate proceedings namely Misc. Application No. 50 of 2019 on taxation, and cannot therefore be sought in the present suit.
  16. Concerning the agency fees sought, counsel reiterated the averments by the Defendant that the Plaintiff was at all material times aware of the agency fees and had instructed the Defendant to source for agents to assist in procuring a new buyer for the subject property upon the rescission of the first sale agreement. That upon a successful purchase of the subject property by the second purchaser, the relevant agent was entitled to receive the agency fees earlier agreed upon. Counsel called to aid the decision rendered in *Titus Muiruri Doge v Kenya Cannery Ltd* [1988] eKLR to submit that the Plaintiff is estopped from seeking a refund on agency fees upon benefitting from the proceeds of a successful sale with the assistance of an agent.
  17. Concerning the refund of the purported excess sums arising from the second sale, it was counsel's contention that following the said sale, the Defendant retained her legal fees amounting to Kshs. 4,065,000/- giving rise to taxation proceedings between the parties herein, vide Misc. Application No. 51 of 2019. That the Plaintiff's Bill of Costs was taxed at a sum of Kshs. 3,293,500/-. That the Plaintiff is yet to take out a certificate of costs in respect of the purported excess funds and hence there is no basis upon which she can claim such sums at this juncture by way of separate proceedings as she has done.
  18. Regarding the claim for the completion and related documents, counsel reiterated the Defendant's earlier averments that she is not entitled to the completion and transfer documents pertaining to the second sale as they were handed over to the second purchaser. Counsel added that the Plaintiff has in her possession copies of the requisite documents and cannot lay claim to the originals thereof. On these premises, counsel urged the court to dismiss the Summons with costs.
  19. The court has considered the pleadings, evidence as well as the rival submissions on record. This dispute emanates from a contractual relationship between an advocate and her client, primarily governed by the *Advocates Act*. The role of the court in adjudicating a dispute arising between contracting parties was spelt out in *National Bank of Kenya Ltd vs Pipeplastic Samkolit (K) Ltd & Another* [2001] eKLR where the Court stated:

“A court of law cannot re-write a contract between the parties whereas its role is limited to interpretation of the same. This is because contracting parties are free to specify the terms and conditions of their agreement, and that when parties do contract, the court does not have the right or ability to substitute its judgment for that of the parties.”
  20. The undisputed facts as set out by the parties are as follows. The Plaintiff entered into an agreement of sale with the first purchaser which was dated 15.01.2016 (annexure marked Exh. 1). It was for the sale of the subject property at a consideration/purchase price of Kshs. 201,000,000/-. The Defendant was acting as the advocate for both the Plaintiff and the first purchaser in the transaction (as stipulated in Clause 5). The pertinent terms of the first agreement were as follows. Clause 2.1 provided that the deposit thereon was the sum of Kshs. 30,000,000/- payable upon execution thereof, and payable directly to the Plaintiff's loan account held with Barclays Bank of Kenya Limited (BBK). Under Clause 2.2 a second deposit in the sum of Kshs. 30,000,000/- was to be paid to the Plaintiff, on or before 14.02.2016. A portion thereof was to be deposited into the Plaintiff's loan account at BBK.



21. According to Clause 2.3. the remaining balance of Kshs. 141,000,000/- was to be paid to the Plaintiff's advocates (the Defendant herein) on or before the completion date, set in Clause 4 at 120 days from the date of execution. Furthermore, Clause 8 provided that the completion documents were to be delivered to the first purchaser's advocates (also the Defendant herein). Clause 10 made provision for the circumstances under which the agreement could be rescinded, further providing that in the event of rescission thereof by the Plaintiff, the sums already paid would be refunded to the first purchaser, less 10% of the purchase price.
22. It is not in dispute that the first purchaser made payments amounting to Kshs. 164,000,000/- (see the Plaintiff's annexure marked Exh. 3), while the balance of Kshs. 37,000,000/- remained unpaid, resulting in rescission of the first sale agreement.
23. The parties agree that subsequently, the Plaintiff entered into a second sale agreement (dated 31.10.2016) for sale of the subject property at a similar consideration of Kshs. 201,000,000/-. On terms almost similar to those contained in the first agreement, save for slight variation concerning the deposit, for instance, indicated to be Kshs. 100,500,000/-, and payable on or before execution (Clause 2.1), while the remaining balance of equal amount was payable on or before completion (Clause 2.2). Additionally, the completion date was set at 45 days from the date of execution of the agreement. There is no dispute that the second purchaser fully complied with the payment terms set out in the second agreement.
24. The disputed issues concern the agency fees purportedly paid by the Defendant to a third party/third parties on the second transaction, the fees allegedly retained by the Defendant which the Plaintiff claims to have been excess funds that ought to be refunded to her and the documents sought in the Summons.
25. Before addressing these matters, it is well to dispose of the plea of limitation raised by the Defendant in deflecting the Plaintiff's claim. It was the Defendant's pleaded position in this regard that the claim, especially in relation to agency fees, is time barred for having been filed outside the statutory timelines. Calculated from 18.11.2016 when the Defendant communicated to the Plaintiff regarding the retention of the agency fees at 3% of the purchase price. However, the Defendant did not press this argument in her written submissions, possibly having abandoned the objection.
26. The Plaintiff's response was that no material was tendered to ascertain when the payments towards the agency fees were made to the third party(ies) and hence the date of accrual of the cause of action.
27. Section 4(1) of the *Limitation of Actions Act* Cap. 22 Laws of Kenya sets out the timelines within which a cause of action founded on contract ought to be instituted, thus:

“ The following actions may not be brought after the end of six years from the date on which the cause of action accrued—

  - a. actions founded on contract;

...”
28. Upon consideration of the averments made by the respective parties herein as well as the various transactions involved, the court agrees with the Plaintiff that it is difficult to discern with exactitude when the time to begin to run. Going by averments of the respective parties, it remains unclear when exactly the said cause of action accrued, the dispute being one involving multiple transactions and litigation at different points in the relationship between the parties. In the premises, the court is of the view that it did not have sufficient facts to enable it conclusively determine the issue of limitation



so far as the agency fees were concerned, and which question the Defendant shied away from in her submissions.

29. Regarding the merits of the Summons, the key issue for determination is whether the Plaintiff is entitled to refund of the sum of Kshs 8,516,900/-, which sum was broken down in the manner hereunder:
  - a. Proceeds of sale from the first sale Kshs. 1,715,700/-
  - b. Proceeds of sale from the second sale Kshs. 771,700/-
  - c. Purported agency fees Kshs. 6,030,000/-Total Kshs. 8,516,900/-
30. Regarding the proceeds from the first and second sale agreements, the Plaintiff stated that following the said transactions, she filed advocate-client bills of costs dated 27.03.2019 pertaining to both transactions, which bill of costs were taxed at the respective sums of Kshs. 2,360,000/- and Kshs. 3,293,500/- pursuant to the taxation rulings delivered on 24.06.2021. That the Defendant unsuccessfully challenged the taxation rulings by way of a reference. That in view of the above, the Plaintiff is entitled to a refund on the balances on the first and second transactions, being the sums of Kshs. 1,715,700/- and Kshs. 771,700/- respectively, as well as a refund on the purported agency fees of Kshs. 6,030,000/- bringing the total amount sought to the sum of Kshs. 8,516,900/-.
31. Concerning the sums relating to the taxation proceedings, the Defendant asserted that these could not be canvassed in the present proceedings which are distinct from the taxation proceedings. While maintaining that the Plaintiff was at all material times privy to the deduction of the agency fees from the proceeds of the second sale.
32. From the material before the court, it is evident that following the successful completion of the second sale agreement, the Defendant forwarded her fee note dated 15.11.2016 to the Plaintiff, for the sum of Kshs. 4,075,200/- being legal fees for the first failed transaction (see document on page 98 of annexures to the replying affidavit) followed by another fee note for the sum of Kshs. 4,065,200/- in respect of the second sale agreement (a copy at page 120 of annexures to the replying affidavit). Therein indicating to the Plaintiff that she would be remitting the net sum of Kshs. 42,757,775/- being proceeds of the second sale less the above sums and the agency fees of Kshs. 6,030,000/-.
33. The record shows that subsequently, the Defendant by the letter dated 18.11.2016 (found on page 74 of the annexures to her replying affidavit, and also found in the Plaintiff's documents), the Defendant communicated to the Plaintiff that pursuant to the rescission of the first sale, she would remit the proceeds of the second sale to the Plaintiff (less the sums due to the first purchaser and her legal fees). The said letter was accompanied by a Real Time Gross Settlement (RTGS) remittance slip and funds transfer application form for the sum of Kshs. 42,757,775/- (copies of which on pages 117 to 119 of material annexed to the replying affidavit).
34. Following this correspondence, the Plaintiff lodged the advocate-client Bills of Costs both dated 27.03.2019 and which were taxed at the respective sums of Kshs. 2,360,000/- (in ELC Misc. Application No. 50 of 2019) and Kshs. 3,293,500/- (in ELC Misc. Application No. 51 of 2019) and confirmed in the subsequent reference ruling.
35. Evidently therefore, the Defendant had retained the extra respective sums of Kshs. 1,715,200/- and Kshs. 771,700/- arising from the two (2) sale transactions. In the court's view, there was no reason justifying her continued holding onto the said sums, the legal fees owing having been determined through the taxation rulings in 2019 that were upheld in subsequent references. While it is true that



the Plaintiff could have sought judgment on the taxed costs in the taxation proceedings, no authority has been cited to support the assertion by the Defendant's suit is defeated by reason of her failure to pursue such option. In the circumstances, the court is satisfied that the Plaintiff is entitled to refund of the above sums totaling Kshs 2,486,900

36. With regard to the issue of agency fees, it is not in dispute that the Defendant deducted a sum of Kshs. 6,030,000/- in respect of the second sale agreement. The Defendant tendered a copy of the letter dated 17.10.2016 addressed to the Plaintiff and her husband (David Bell) (found on page 63 of the annexures to the replying affidavit) communicating that she had received full payment on the second sale, and that she would be remitting the proceeds of the sums earlier paid by the first purchaser less the sum of Kshs. 20,100,000/- being the 10% forfeited by the said purchaser upon the rescission of the first sale agreement.
37. Further the Defendant in the said letter requested the Plaintiff to issue a letter to the Defendant on behalf of the agents, approving payment of 3% of the purchase price following the successful second sale. The Defendant also annexed a copy of the letter dated 17.10.2016 (found on page 64 of the annexures to her replying affidavit) from the Plaintiff and addressed to the Defendant, communicating approval that in the event of a successful completion of the second sale, the agents (who had assisted the Defendant in procuring a buyer) would receive a sum equivalent to 3% of the purchase price. Further, the Defendant tendered a copy of her email dated 26.10.2016 (found on page 74 of the annexures to her replying affidavit) addressed to David Bell, regarding the imminent completion of the sale, the role and dues to the agents, and eventual release of the funds owing to the Plaintiff, less the amounts refundable to the first purchaser and the agency fees, upon the completion of the second sale.
38. Similarly, the Plaintiff tendered a copy of the letter dated 18.11.2016 (found on page 32 of the annexures to her supporting affidavit) from the Defendant to herself, communicating the successful second sale and intention to remit the proceeds of such sale less her legal fees and the agency fees payable to the relevant agents who had assisted in procuring the second purchaser.
39. Flowing from the foregoing, it appears that the payment of agency fees and percentage payable was settled between the parties beforehand. In the premises, the Plaintiff's denials cannot stand. On the available evidence, there was due instruction from the Plaintiff to the Defendant regarding the agency fees and the fact that proof that such payment was actually made is not tendered is not enough support of the Plaintiff's claim in this regard. No fraud was pleaded against the Defendant in this case regarding the said agency fees.
40. The Plaintiff having approved and authorized the Defendant in writing concerning the agency fees is estopped by her own conduct from disputing the payment. She cannot be allowed to approbate and reprobate. The Court of Appeal when faced with a similar situation in the case of Behan & Okero Advocates v National Bank of Kenya [2007] eKLR observed that :

“In the case of Air Alfaraj Limited vs. Raytheon Aircraft Credit Corporation and Another - Civil Appeal (Application) No. 29 of 1999, this Court expressed itself thus on a similar situation:-

“Mr. Ahmednasir's comment on the fact that he approved the order as drawn was that his approval could not have validated an irregular order. But he is an Advocate of the High Court of Kenya and therefore an officer of the court. He should not approve a wrongly drawn order, and then wait until an appeal against that order comes up for hearing and challenge the validity thereof. That is not being honest and amounts to a radical departure from the conduct expected of



counsel. The conduct and etiquette at the Bar demands that a counsel ought not to approbate and reprobate. In the *Sonko vs. Patel* case (supra) the Court of Appeal for Eastern Africa said at page 26:-

“This is an interesting, if technical, point on which no authority was cited and on which we find it unnecessary to express our opinion, for we hold that the first respondent is estopped by his conduct from now questioning the form or substance of the decree which is annexed to the memorandum of appeal. It was, as we have said, submitted to his advocate and approved without any reservation. That was an express representation that he accepted the decree as being correct in form and substance and the appellants have acted upon that representation by grounding their appeal on that decree. In these circumstances it would be unjust to allow the first respondent to approbate and reprobate and this objection also fails.”

Having been satisfied that the applicant’s counsel approved the order he is now complaining about, we too feel, like the Court of Appeal for Eastern Africa felt in the *Sonko & Another vs. Patel & Another* (1955) 22 EACA 23, that the applicant cannot be allowed to approbate and reprobate.”

41. In view of all the foregoing circumstances, the court is of the view that the Plaintiff is not entitled to a refund of the sum of Kshs. 6,030,000/- in respect of agency fees.
42. This brings us to the Plaintiff’s final claim for transaction documents. The Plaintiff sought from the Defendant, the original sale agreements for the failed first sale, the original sale agreement for the successful sale, the original transfer document for the successful sale; and the completion documents for the successful sale to Cobbs Investment Limited. The Defendant’s answer was that the Plaintiff had copies of the relevant documents whilst asserting that the original transfer and/or completion documents pertaining to the second sale, belonged to, and were handed over to the second purchaser following completion of the second sale, pursuant to the second agreement.
43. Upon perusal of the Plaintiff’s material, the court found annexed to her supporting affidavit copies of both the first and second sale agreements, as Exh. 1 and 5 respectively. Be that as it may, the Plaintiff in her capacity as the vendor in both transactions, was entitled to her own set of the executed originals of the first and second sale agreements. However, as concerns the original completion and transfer documents in respect of the second sale, Clause 8.1 of the second sale agreement (Exhibit 5, found on pages 17-29 of the annexures to the supporting affidavit of the Plaintiff) provides that the completion documents were to be delivered to the purchaser’s advocates (the Defendant herein) in exchange for the balance of the purchase price.
44. The said completion documents include the transfer document. It is common practice for these documents to be handed over to the purchaser for purposes of effecting transfer of the purchased property in his or her name and for record purposes. In the circumstances therefore, the Plaintiff would not ordinarily be entitled to originals of such documents in respect of the successful sale as demanded in her suit.
45. In the result, the Originating Summons dated 25.01.2023 has partially succeeded, and is allowed in the following terms: -
  - a. The Defendant be and is hereby ordered to pay the Plaintiff the sum of Kshs 2,486,900/-, retained by the Defendant in respect of legal fees, within 30 days of today’s date.



- b. The sums awarded in a) above shall attract interest at court rates, from the date of the dismissal of the respective taxation references thereon, until payment in full.
- c. The Defendant be and is hereby ordered to provide the Plaintiff with the original sale agreements in respect of the first failed sale to Hafsa Kassim Sheikh and the original sale agreement regarding the successful sale to Cobbs Investment Limited, within 30 days.
- d. The Plaintiff shall have the costs of the Originating Summons.

**DELIVERED AND SIGNED ELECTRONICALLY AT NAIROBI ON THIS 13<sup>TH</sup> DAY OF MAY 2024.**

**C.MEOLI**

**JUDGE**

**In the presence of:**

For the Plaintiff: Mr. Mwihuri

For the Defendant: Mr. Otieno

C/A: Erick

