



**Ore Mining Limited v Tareef Enterprises Limited (Commercial Case E290 of 2020)
[2024] KEHC 7066 (KLR) (Commercial and Tax) (7 June 2024) (Judgment)**

Neutral citation: [2024] KEHC 7066 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
COMMERCIAL CASE E290 OF 2020**

MN MWANGI, J

JUNE 7, 2024

BETWEEN

ORE MINING LIMITED PLAINTIFF

AND

TAREEF ENTERPRISES LIMITED DEFENDANT

JUDGMENT

1. The plaintiff vide a plaint dated 12th August, 2020 instituted this suit seeking judgment against the defendant as hereunder -
 - i. The sum of Kshs.10,500,000.00 being the consideration for hire agreement;
 - ii. Kshs.12,000,000 being the amount for failure to return the equipment upon expiry of the Hire Agreement;
 - iii. Kshs.2,000,000.00 for repairs;
 - iv. Costs of this suit;
 - v. Interest on above; and
 - vi. Any other and/or further relief that this Honourable Court may deem fit and just to grant.
2. The plaintiff claims Kshs.24,500,000/= from the defendant being the amount due for Equipment (Hire) Agreement delivered by the plaintiff to the defendant at the defendant's request in the year 2019. The plaintiff averred that the defendant was required to pay Kshs.750,000/= per month from the date of the agreement being 11th June, 2019 to 10th December, 2019. It further averred that it was agreed between the parties herein that in the event that the equipment or any part thereof was not returned to the plaintiff at the expiry of the duration of the agreement, the defendant would pay to the plaintiff



such amount as is proportionate to the hire fee on daily basis, inclusive of the day the said equipment was returned, and that the amount that was verbally agreed on was Kshs. 50,000/= per day. It was stated by the plaintiff that despite the fact that the equipment was hired for road works, the defendant used it for quarrying. The plaintiff alleged that no fee was paid, and the equipment was not returned but instead it had been vandalized and needed repairs.

3. In opposition to the plaintiff's suit, the defendant filed a statement of defence dated 12th May, 2021 where it denied all the averments in the plaint. It averred that it fulfilled all its obligations as per the terms of the agreement and paid all the monies owed to the plaintiff as per the terms of the said agreement. It further averred that even if the plaintiff issued it with a demand or a notice of intention to sue, which was denied, the same was of no valid consequence in view of the above averments.
4. This case proceeded to hearing with the plaintiff calling one witness in support of its case. The defendant also called one witness to ventilate its case.

Plaintiff's Case.

5. Mr. Mohammed Hussein Abdullahi testified as PW1. He stated that he is the sole Director of the plaintiff company. He relied on the agreement dated 19th June, 2019 which he produced as PEX No.1, demand letters dated 16th July, 2020 and 27th July, 2020 which he produced as PEX Nos. 2 (a) & (b), respectively, and a response from the defendant dated 20th July, 2020 which he produced as PEX No. 2(c). It was his testimony that the agreement between the parties herein was for a period of six (6) months but payment was to be done on a monthly basis. He further testified that the date of the agreement was 11th June, 2019, and payment was to be done after every thirty (30) days, but it could be varied depending on when the defendant was paid by the Government.
6. PW1 stated that the plaintiff was not paid for six (6) months, after which parties engaged in long phone calls, and three (3) months later, they had a sit down and subsequently in December, 2019 the plaintiff was paid Kshs.2,000,000/= but no receipt was issued for the said payment. He further stated that the defendant had the equipment for twenty-four (24) months since the plaintiff repossessed it in Meru late in the year 2020. PW1 referred the Court to pages 52 and 53 of the plaintiff's bundle of documents which has copies of the cheques. PW1 stated that Messrs Abdullahi and Ali promised to pay him the balance of Kshs.3,000,000/=. He testified that he deposited some of the said cheques (in the bank) but they bounced, and as such, he did not deposit the other cheques. He produced the bounced cheques as PEX No. 3, the plaintiff's bank account statement which shows that the cheques did not go through as PEX No. 4, and the unbanked cheques as PEX No. 5.
7. In cross-examination, PW1 stated that the hire contract was for Kshs.750,000/= per month from 11th June, 2019 to 10th December, 2019, making a total sum of Kshs.4,500,000/=. He further stated that paragraph 2 of Clause 3.1 of the said contract provides that the owner shall collect the equipment from the company's premises on the last day of the hire period if the agreement is terminated. In addition, he stated that Clause 10.4 of the said Hire Contract (Hire Agreement) provides that at any time after termination of the agreement, the owner was entitled to enter the premises to remove the equipment. PW1 testified that as at December 2019, the defendant owed the plaintiff Kshs.5,300,000/= but he was later paid Kshs.2,000,000/=. He contended that Kshs.100,000/= was spent on mobilization of the equipment from Meru.
8. It was PW1's testimony that the defendant was paid Kshs.90,000,000/= and Kshs.30,000,000/= but he was not aware whether the project was terminated. PW1 confirmed that the cheques produced as PEX No. 5 were addressed to Citi Laundromatt Ltd and not to his company. He further confirmed



that there was a verbal agreement between the parties herein that if the equipment was not returned, it would attract daily fees of Kshs.50,000/=.

9. In re-examination, PW1 stated that the Hire Agreement was not strictly followed since he grew up with Messers Ali and Abdullahi. He stated that the plaintiff was not doing well financially during the Covid-19 Pandemic. He further stated that the equipment is grounded and he could not get any evidence of repairs before the repairs were actually done. It was stated by PW1 that when the defendant failed to pay the plaintiff after the six (6) months period, they continued to use the equipment on the promise that they would pay for using the machine, and in any event, the defendant acknowledged owing the plaintiff Kshs.5,300,000/= and even went ahead to pay it Kshs.2,000,000/=. Mr. Abdullahi further stated that the additional payment was as a result of the verbal extension of the contract and default in returning the equipment.

Defendant's Case.

10. Mr. Ali Sheikh Hassan testified as DW1. He stated that he is one of the four Directors of the defendant company. He produced the documents in the defendant's list and bundle of documents as DEX Nos. 1, 2 & 3. His evidence was that the defendant was awarded a contract by Kenya Urban Rural Roads Authority (KURRA) for a development project, but it has not yet been fully paid. He stated that when the defendant received part of its payment, it paid the plaintiff Kshs.2,000,000/= and Kshs.100,000/= for demobilization of the equipment. DW1 admitted to owing the plaintiff Kshs.3,000,000/= and not the amount claimed in the plaint in this suit. He denied that there was an agreement for payment of Kshs.50,000/= per day for not returning the equipment.
11. In cross-examination, DW1 stated that after the expiry of the agreement, they had the equipment for a further three (3) months. He further stated that the Hire Agreement had no provision that payment to the plaintiff was dependent on the Government project. It was his testimony that when PW1 collected the equipment which was after the lapse of ten (10) months, the equipment was not grounded but only needed service. DW1 testified that they used the equipment for a period of six (6) months, held on to it for a further two to three months, then used it again for a month. DW1 confirmed that pursuant to the provisions of Clause 4.1 of the agreement, the defendant was required to pay fees in the event that the equipment was not returned to the plaintiff as required.
12. In re-examination, DW1 testified that according to Clause 4.2 of the Hire Agreement, the defendant was to pay to the plaintiff an amount proportionate to the hire fees in case the equipment was not returned. He confirmed that the cheques produced by the plaintiff were issued by the defendant.
13. On being examined by the Court, DW1 stated that he joined the defendant as a Director in May 2019.
14. The Court directed parties to file written submissions after the close of the plaintiff's and the defendant's case. The plaintiff's submissions were filed on 8th February, 2024 by the law firm of Abdikadir & Abdikadir Advocates, whereas the defendant's submissions were filed by the law firm of Githui & Partners Advocates on 6th March, 2024.
15. Mr. Abdikadir Sheikh, learned Counsel for the plaintiff submitted that the defendant was indeed indebted to the plaintiff, a fact that was confirmed by DW1 in his testimony during examination-in-chief. Further, that PW1 produced an image return document from Gulf African Bank dated 18th December, 2023 which showed that the two Barclays Bank (now Absa) cheques of Kshs. 500,000/= each issued by the defendant on 3rd March, 2020 were dishonored by the Bank for insufficient funds. DW1 also produced bank account statements which show that out of the four Gulf African Bank cheques issued by the defendant, three were for Kshs.900,000/= each, and one was for Kshs. 800,000/=, making a total of Kshs.3,500,000/= were also dishonored for insufficient funds. He further



submitted that in view of the above, the defendant was in breach of the Hire Agreement between the parties herein.

16. He relied on the case of *Partgieter v Stumberg & another* No. 2 [1972] EA 370 and stated that the defendant used the equipment for a total period of twenty-two (22) months before it was repossessed and/or taken back by the plaintiff. In addition, both PW1 and DW1 testified that there was a verbal agreement between the parties herein to extend the Hire Agreement. Counsel referred to the case of *Central London Property Trust Ltd v High Trees Limited* [1947] KB 130, by Lord Denning. Counsel argued that the six cheques issued by the defendant to the plaintiff nine (9) months after the signing of the agreement is evidence of extension of the Hire Agreement by the parties herein.
17. Mr. Githui, learned Counsel for the defendant relied on the case of *National Bank of Kenya Ltd. v Pipeplastic Samkolit (K) Ltd & another* [2002] EA 503, in support of his submissions and stated that a Court of law cannot re-write a contract between parties unless coercion, fraud, and undue influence are pleaded and proved. He further submitted that the plaintiff produced two dishonored cheques No. 000051 & 000052, which were issued in the name of Citi Laundromatt Limited and drawn by Soweto Traders. He contended that none of the two companies are parties to this suit, thus evidence in relation to the said cheques cannot hold water.

It was stated by Counsel that PW1 confirmed that the total monies payable as per the Hire Agreement was Kshs.4,500,000/=, therefore, having acknowledged receipt of Kshs.2,100,000/=, the plaintiff is only entitled to Kshs.2,300,000/= from the defendant.

18. Mr. Githui referred to the case of *Hahn v Singh*, Civil Appeal No. 42 of 1983 [1985] KLR 716 at P. 717, where the Court of Appeal held that special damages must be specifically pleaded and proved and stated that the claim for repair and maintenance of the equipment was not proved by the plaintiff since there were no receipts or invoices produced by the plaintiff. Counsel cited the case of *Fidelity Commercial Bank Limited v Kenya Garage Vehicle Industries Limited* [2017] eKLR, and further stated that the rate of Kshs.50,000/= per day as stated by the plaintiff was unilateral since it was never agreed upon. He stated that the plaintiff was at liberty to take its equipment after the elapse of the Hire Agreement, but it failed to do so despite the fact that there was an agreement for extension of the Hire Agreement.

Analysis And Determination.

19. I have considered and analyzed the evidence adduced in this case alongside the pleadings filed, and the written submissions filed by Counsel for the parties. The issues that arise for determination are-
 - i. Whether the Hire Agreement dated 11th June, 2019 was extended by the parties;
 - ii. Whether the defendant breached the Agreement dated 11th June, 2019; and
 - iii. Whether the plaintiff is entitled to the reliefs sought in the plaint.

Whether the Hire Agreement dated 11th June, 2019 was extended by the parties.

20. It is not disputed that the parties herein got into a Hire Agreement dated 11th June, 2019 where it was agreed that the plaintiff would hire out an Excavator Caterpillar 320 cl, Reg No. KHMA 799C including any peripheral or accessory supplied with it (hereinafter referred to as equipment), to the defendant from 11th June, 2019 to 10th December, 2019 at a cost of Kshs.750,000 per month. It is evident from the pleadings filed and evidence adduced in Court that the said Hire Agreement was for a fixed term of six (6) months, but it could be extended by mutual consent of the parties to the said Agreement.



21. The plaintiff's case is that the Hire Agreement between the parties herein was not only extended orally by mutual consent of the parties herein, but also by the defendant's conduct of retaining the equipment even after the elapse of the six (6) months' period provided for in the Hire Agreement dated 11th June, 2019. The defendant on the other hand contended that the plaintiff was at liberty to collect the equipment thus failure to do so at the expiry of the Hire Agreement could be blamed on the defendant. As correctly submitted by Counsel for the defendant, in order for a contract to be enforceable, the party alleging the existence of one has to demonstrate that there was an offer, acceptance and consideration, and such acceptance must be unconditional, unequivocal and absolute.
22. A contract may either be in writing or implied. In the case of *RTS Flexible Systems Ltd v Molkereij Aloys Muller GmbH & Co, KG (UK Production)* (2010) UKSC14, [45] cited by the Court in *Caleb Onyango Adongo v Bernard Ouma Ogur* [2020] eKLR, the Supreme Court of India held as follows –
- “...The general principles are not in doubt. Whether there is a binding contract between the parties and, if so, upon what terms depends upon what they have agreed. It depends not upon their subjective state of mind, but upon a consideration of what was communicated between them by words or conduct and whether that leads objectively to a conclusion that they intended to create legal relations and had agreed upon all the terms which they regarded or the law requires as essential for the formation of legally binding relations. Even if certain terms of economic or other significance to the parties have not been finalized, an objective appraisal of their words and conduct may lead to the conclusion that they did not intend agreement of such terms to be a precondition to a concluded and legally binding agreement.” (Emphasis added).
23. The Court of Appeal in the case of *Ali Abid Mohammed v Kenya Shell & Company Limited* [2017] eKLR expressed itself on what constitutes an implied contract as hereunder –
- “It therefore follows that a contract can exist where no words have been used but where it can be inferred from the conduct of the parties that a contract has been concluded. See *Timoney and King v King* 1920 AD 133 at 141. In the circumstances of the instant case, there existed an enforceable contract between the parties by reason of Conduct. Indeed, it was not disputed by the respondent that it supplied petroleum products to the appellant at a specific amount per liter and for a certain period of time.” (Emphasis added).
24. It is worth noting that in as much as Clause 2.2 of the Hire Agreement provides that the said Agreement can be extended by mutual consent of the parties herein, there is no requirement that the said extension must be in writing. In this case, it is evident that extension of the Hire Agreement dated 11th June, 2019 was not in writing, thus this Court has to establish whether the conduct of the parties herein reveals an intention to extend the said Hire Agreement. On perusal of Clause 3 of the Hire Agreement, I note that it provides that the defendant shall be responsible for the immediate return of the equipment to the plaintiff upon termination or expiry of the hire period. The said clause also gave the plaintiff an avenue to collect the equipment from the defendant's premises upon termination or expiry of the hire period at such time as is mutually agreed by the parties, upon the defendant providing access and space at its premises for the plaintiff to collect and load the equipment.
25. From the record, it is not disputed that after the plaintiff delivered the equipment to the defendant on 12th June, 2019, the said equipment remained in the defendant's custody until sometime late in the year 2020 when it was collected by the plaintiff. During cross-examination of DW1, he stated that after the expiry of the Hire Agreement, they had the equipment for a further three (3) months, then used it



again for another month. He further stated that PW1 collected the equipment after the elapse of ten (10) months. As explained herein before, the defendant was under duty to return the equipment to the plaintiff upon expiry of the Hire Agreement, and the plaintiff had the right to collect the equipment from the defendant's premises on expiry or termination of the Hire Agreement.

26. It is however noteworthy that before the plaintiff could repossess the equipment from the defendant's custody, the parties herein had to agree on the time, and the defendant had to ensure that the plaintiff had access and space to load the equipment. The defendant also had to ensure that the equipment was ready to be collected. Those conditions are captured in Clause 3.1 of the Hire Agreement. As such, the defendant had a duty to establish that the parties herein agreed on the time when the plaintiff would collect the equipment, and the defendant was to ensure that the equipment was ready for collection, and that the plaintiff had access and space to load the equipment.
27. From the record, it is evident that all that the defendant has done is to blame the plaintiff for not exercising its right to collect the equipment without demonstrating whether they had agreed on the time when the plaintiff would collect the equipment, that the equipment was ready for collection, and that the plaintiff had access and space to load it. As a result, I find that the defendant did not discharge its burden of proof in its allegation that the plaintiff delayed in collecting the equipment.
28. The parties herein have not disputed that after the expiry of the Hire Agreement, the defendant retained the equipment for an extended period of time, until sometime in late 2020 when it was collected by the plaintiff. The foregoing was also confirmed by DW1 in his evidence during cross-examination. In addition, the plaintiff has demonstrated that the defendant issued it with a total of five cheques, two from Barclays Bank (now Absa) for Kshs.500,000/= each, three from Gulf African Bank for Kshs.900,000/= each and one from Gulf African Bank for Kshs.800,000/=, all totaling Kshs.4,500,000/=, but some of the cheques were dishonored on presentation to the bank for payment on account of insufficient funds, and as such, PW1 decided not to bank the other cheques.
29. The defendant attempted to pay the plaintiff an additional amount of Kshs.4,500,000/=. It is not disputed that the two Barclays Bank (now Absa) cheques for Kshs. 500,000/= each were in the name of Citi Laundromatt Ltd, and had been issued by Soweto Traders, who are not parties to this suit. The defendant contended that evidence in relation to the said cheques cannot hold water. This Court is however inclined to disagree with the said submission since the defendant in a bid to demonstrate that it had fully paid the plaintiff the full hire price provided for in the Hire Agreement dated 11th June, 2019, also relied on the said cheques by attaching them to DW1's documents.
30. Given the said circumstances, the defendant is estopped from denying and/or claiming that the said cheques have no relation to the parties and/or the transaction the subject of this suit. I am satisfied that by demonstrating that the defendant had attempted to pay the plaintiff fees in excess of the completed fees for the Hire Agreement, and with no other explanation from the defendant to the contrary, the said excess fees was as a result of the extension of the Hire Agreement dated 11th June, 2019. I am therefore persuaded that the conduct of the defendant of retaining possession of the equipment and using it after the elapse of the Hire Agreement period, and attempting to pay the plaintiff fees in excess of the completed fees for the Hire Agreement, by conduct, amounts to extension of the Hire Agreement dated 11th June, 2019.
31. In the end, I find that the Hire Agreement dated 11th June, 2019 was extended by the mutual consent of the parties herein by their conduct.



Whether the defendant breached the Agreement dated 11th June, 2019.

32. The plaintiff contended that the defendant breached the Hire Agreement by failing to pay it its dues arising from the said Agreement. DW1 stated in cross examination that the plaintiff has since been paid Kshs.2,000,000/=, thus what is due and owing to it from the defendant is Kshs.3,000,000/=. The defendant asserted that the failure and/or delay in paying the plaintiff the said Kshs.3,000,000/= was due to the fact that it had also not been paid by the Government for the works done.
33. During cross-examination, DW1 confirmed that the plaintiff's dues arising from the Hire Agreement dated 11th June, 2019 were neither pegged and/or reliant on the defendant receiving its payment and/or dues from the Government project nor did the said Hire Agreement have a provision that payment to the plaintiff was dependent on the Government project.
34. It is also apparent from the evidence and pleadings on record that the defendant is yet to pay the plaintiff its dues arising from the extension of the Hire Agreement. In the premise, this Court finds that the plaintiff has sufficiently demonstrated that the defendant breached the Hire Agreement between the parties herein.

Whether the plaintiff is entitled to the reliefs sought in the plaint.

35. The reliefs sought by the plaintiff against the defendant are in the nature of special damages. It is trite law that special damages must not only be specifically pleaded, but must also be strictly proved. The Court of Appeal in the case of Richard Okuku Oloo v South Nyanza Sugar Co Ltd [2013] eKLR held thus -

“...a claim for special damages must indeed be specifically pleaded and proved with a degree of certainty and particularity but we must add that, that degree and certainty must necessarily depend on the circumstances and the nature of the act complained of...”

36. The initial Hire Agreement dated 11th June, 2019 was for a period of six (6) months and the defendant was required to pay the plaintiff Kshs.750,000/= per month making a total sum of Kshs.4,500,000/= as provided for under Clause 4.1 of the said Agreement. The parties herein agree that the defendant has so far paid the plaintiff only Kshs.2,000,000/= being part of the contract price, and Kshs. 100,000 for demobilization of the equipment, thus leaving a balance of Kshs. 2,500,000/= that is due and owing.
37. Earlier on in this judgment, this Court found that the said Hire Agreement was extended by mutual consent of the parties by their conduct. From the record, I note that in as much as PW1 testified that he repossessed the equipment from the defendant sometime in late 2020, he was not specific on the exact date or month, so as to enable this Court determine the duration of time the Agreement was extended. DW1 on the other hand testified that after the expiry of the Hire Agreement, they retained the equipment for a further period of three (3) months, and thereafter used it for a month. This means that the defendant was in possession of the equipment for a period of ten (10) months, being the contract duration of six (6) months and the contract extension period of four (4) months.
38. PW1 testified that it was agreed between the parties herein that if the equipment was not returned by the defendant at the expiry of the Hire Agreement, it would attract daily fees of Kshs.50,000/=. No evidence was however tendered to that effect. Sections 107, 108 & 109 of the *Evidence Act* places the burden of proof on the party who wishes the Court to believe that a particular fact is true. In this case, the plaintiff wished the Court to believe that it was agreed that the defendant would pay it Kshs.50,000/= on a daily basis in the event the equipment was not returned after the expiry of the Hire Agreement. In the said circumstances, the plaintiff bore the burden of proving this fact. In the premise, this Court



finds that the plaintiff did not discharge its burden of proof on the daily rate payable for hire of the equipment during the period of extension of the contract.

39. The answer to the daily rate applicable lies in the cross-examination of DW1 who was referred to the provisions of Clause 4.1 of the agreement and he confirmed that the defendant was required to pay fees to the plaintiff in the event the equipment was not returned as required. On perusal of Clause 4.1 of the Hire Agreement, I find that it provides for the contract price. I also note that Clause 4.2 provides for what would happen in the event the equipment was not returned to the plaintiff at the expiry, or termination of the Hire Agreement. It states that in such a scenario, the defendant was to pay the plaintiff such amount as is proportionate to the hire fee payable under the said Agreement, to be calculated on a daily basis.
40. Guided by the provisions of Clause 4.2 of the Hire Agreement, I find that an amount proportionate to the hire fee payable under the said Agreement would be Kshs.750,000/= per month which translates to approximately Kshs.25,000/= per day. Having found that the defendant was in possession of the equipment for a total period of ten (10) months, this Court finds that the plaintiff is entitled to Kshs. 7,500,000/= in terms of the hire fees payable to it by the defendant as a result of the Hire Agreement dated 11th June, 2019. It is not disputed that the defendant has since paid the plaintiff Kshs.2,000,000/=, and that some of the five cheques, two from Barclays Bank (now Absa) for Kshs.500,000/= each, three from Gulf African Bank for Kshs.900,000/= each, and one from Gulf African Bank for Kshs.800,000/=, all totaling to Kshs.4,500,000/=, were dishonored upon presentation to the some of the Banks for payment on account of insufficient funds. In the circumstances, what is due and owing from the defendant to the plaintiff is Kshs.5,500,000/=.
41. The plaintiff is also claiming Kshs.2,000,000/= being the cost of the repairs of the equipment. However, during cross-examination, PW1 stated that the equipment is yet to be repaired, hence he has no evidence of the cost of the repairs that need to be done. As stated before, special damages have to be specifically pleaded and strictly proved. On the said issue, all that the plaintiff has done is to allege that the cost of repairing the equipment shall be Kshs.2,000,000/=. PW1 did not even produce photographs to demonstrate the condition of the equipment before it was handed over to the defendant, and after he collected the same from the defendant, the extent of repairs that need to be done, invoices and/or a cost breakdown of how much is needed for the said repairs and or a Valuation Report detailing and/or describing the nature and extent of damage on the equipment. Such a report would have shed light on the cost of the repairs that need to be done so as to restore the equipment to working condition.
42. This Court finds that the plaintiff has not discharged its burden of proving that it is entitled to the said Kshs.2,000,000/= being the costs of repairing the equipment.
43. In the premise, this Court finds that the plaintiff partly succeeds against the defendant in this suit.
44. Section 27 of the *Civil Procedure Act* provides that costs follow the event, in view of the foregoing I find that costs of this suit shall be borne by the defendant.
45. In the circumstances, I make the following orders: -
 - i. The defendant shall pay the plaintiff Kshs. 5,500,000/= being the balance of hire fees payable as a result of the Hire Agreement dated 11th June, 2019;
 - ii. Costs of the suit shall be borne by the defendant and;
 - iii. Interest in (i) & (ii) above is awarded to the plaintiff at Court rates.

It is so ordered.



**DATED, SIGNED AND DELIVERED AT NAIROBI ON THIS 7TH DAY OF JUNE, 2024.
JUDGMENT DELIVERED THROUGH MICROSOFT TEAMS ONLINE PLATFORM.**

NJOKI MWANGI

JUDGE

In the presence of:-

Mr. Muyove holding brief for Mr. Abdikadir Sheikh for the plaintiff

Mr. Kori holding brief for Mr. Githui for the defendant

Ms B.Wokabi – Court Assistant.

